PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of November 29, 2021 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Garland/DBS Inc. (**PROFESSIONAL**). **OWNER** intends to proceed with Material Recovery Facility Roof Restoration Design Build in Lexington, Kentucky as described in the attached exhibits. The services are to include professional design and installation for the city. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of Design and Installation of the Project by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based on the OMNIA Racine County, Wisconsin Master Agreement PW1925.

PROFESSIONAL shall provide Design and Installation of the Project for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

Exhibit A – LFUCG – MRF Building – 2022 Roofing Project – Bid Package
Exhibit B – LFUCG General Conditions
Exhibit C – Performance & Payment Bond
Exhibit D – Special Conditions
Exhibit E – OMNIA Racine County Wisconsin Master Agreement PW1925
Exhibit F – Roofing Material and Services Proposal
Exhibit G – Preliminary Schedule

To the extent there is conflict among these provisions, the provisions of this Agreement shall take precedence, followed by the provisions of OMNIA Racine County Wisconsin Master Agreement PW1925.

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.

2. Deliverables shall include but not be limited to:
    a) All Preliminary Design up to Construction Documents
    b) 100% Construction Documents with Cost Estimate
    c) Ready To Advertise Documents including Addendum
    d) PreBid Meeting including Agenda and Meeting Minutes
    e) Bid Summary
    f) Permitting Documents
    g) Construction Administration including Weekly Field Reports
    h) BiWeekly Progress Meetings including Agenda and Meeting Minutes
    i) Substantial Completion Deliverables
    j) O&M Manuals including Submittals, Warranties, and Operation & Maintenance Instructions
    k) Final Completion Deliverables
    l) 1 Year Warranty Inspection & Report
3. Security For Faithful Performance
    a) Simultaneously with the delivery of the executed Contracts, the PROFESSIONAL shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
    b) All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
    c) Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Refer to Performance & Payment Bond Exhibit "C."

This Agreement together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than the scope provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization.

2.2. Design services provided by the **PROFESSION** for clarifications, work change proposal requests, request for information, change orders, supplemental instructions, and other similar construction administration services necessary to carry out the project intent shall be at no additional cost to the **OWNER**.

2.3. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time of Completion and Liquidated Damages

a) The number of calendar days within which the Construction Work is to be substantially completed is **166 days** from Notice to Proceed, and Final Completion shall be **29 days** from Substantial Completion. Refer to Preliminary Schedule Exhibit "G."

b) Bidder must agree to commence construction work on a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **$250.00** per day thereafter deadline for substantial completion and **$250.00** per day thereafter deadline for final completion.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established:

Design Services Cost_____$0

Construction Cost_____$435,550

(Refer to Eskola LLC, Form of Proposal provided by Garland/DBS, Inc. – Exhibit "F")

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt and approval of Application for Payment.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County,

Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. PROFESSIONAL binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Lexington-Fayette Urban County Government and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by the architect/engineer prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on

the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** shall maintain all books, documents, papers, and accounting records, and make such materials available at their office at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of this agreement are incorporated herein by reference as if fully stated. Refer to the Special Conditions Exhibit "D" for Risk Management Provisions. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL.**

8.3. **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.4. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
MAYOR

Date:_____

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (Garland/DBS Inc.):

Signature: _____

Printed Name: Frank A. Percaciante

Position: Controller

Date: 11/29/2021

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE, KY

The Garland Company, Inc.

Roof Asset Management Program

RAMP

LFUCG - MRF Building - 2022 Roofing Project - Bid Package

Prepared By

Garland/DBS Team

Prepared For

Bidding Contractors

November 23, 2021

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Bid Summary

Project:	**LFUCG: MRF Building – 2022 Liquid Applied Roofing Project**
General Description:	**Bids will be received via Garland/DBS Inc. (email) for a liquid applied roofing system over the existing metal roof, exterior gutter seam maintenance, and lining of an internal box gutter.**
Bid Due Date:	**Thursday 11/18/2021 at 12 noon.**
To:	**dbsbids@garlanind.com**

LFUCG have chosen to procure these roofing projects via the Omnia Partners Contract method with Garland / DBS Inc.

Garland / DBS Inc. reserves the right to reject any and/or all bids and to determine which bids are in substantial compliance on behalf of LFUCG.

The construction schedule for this project is projected to be a spring 2022 project.

Please provide your expected number of days of completion for the project.

The bid should meet all requirements for bidding as typical with all DBS projects.

The winning contractor will be required to provide a detailed schedule of values and construction schedule within 24 hours of notification that they are the apparat low bidder – which should be no later than 24 hours after the bid date.

In compliance with the provided bid package including specifications and provided project specific scope of work relating to the above reference project), all bids shall include necessary work to perform the project, the undersigned, hereby proposes and agrees fully to perform the work within the time stated and in strict accordance with the specifications submit your bids as follows:

All labor, materials, services, and equipment necessary for the completion of the work described in the specifications. This shall be filled out completely on the attached bid form.

Base Bid Item#1:	**Liquid Applied Roofing system over properly prepared metal roof, gutter seam maintenance, & box gutter lining – including removing all gravity vents from the ridge & replacing all ridge sheet metal.**
Alt Item #1:	**Deduct savings to NOT remove the gravity vents from the ridge and to NOT replace the ridge sheet metal – rather to incorporate all ridge sheet metal, sheet metal seams, and gravity vent to ridge sheet metal transitions into the liquid applied roofing system with appropriate sealant / mesh applications as needed to achieve the manufacturer's liquid applied roofing warranty.**
Alt Item #2:	**Deduct saving to NOT prime the entire roof rather only the rusted areas (pending adhesion testing by Garland)**
Alt Item #3:	**Provide and Install skylight flat cages with S5! Clamps to each removed skylight panel location (60 locations).**

Important Dates & Times

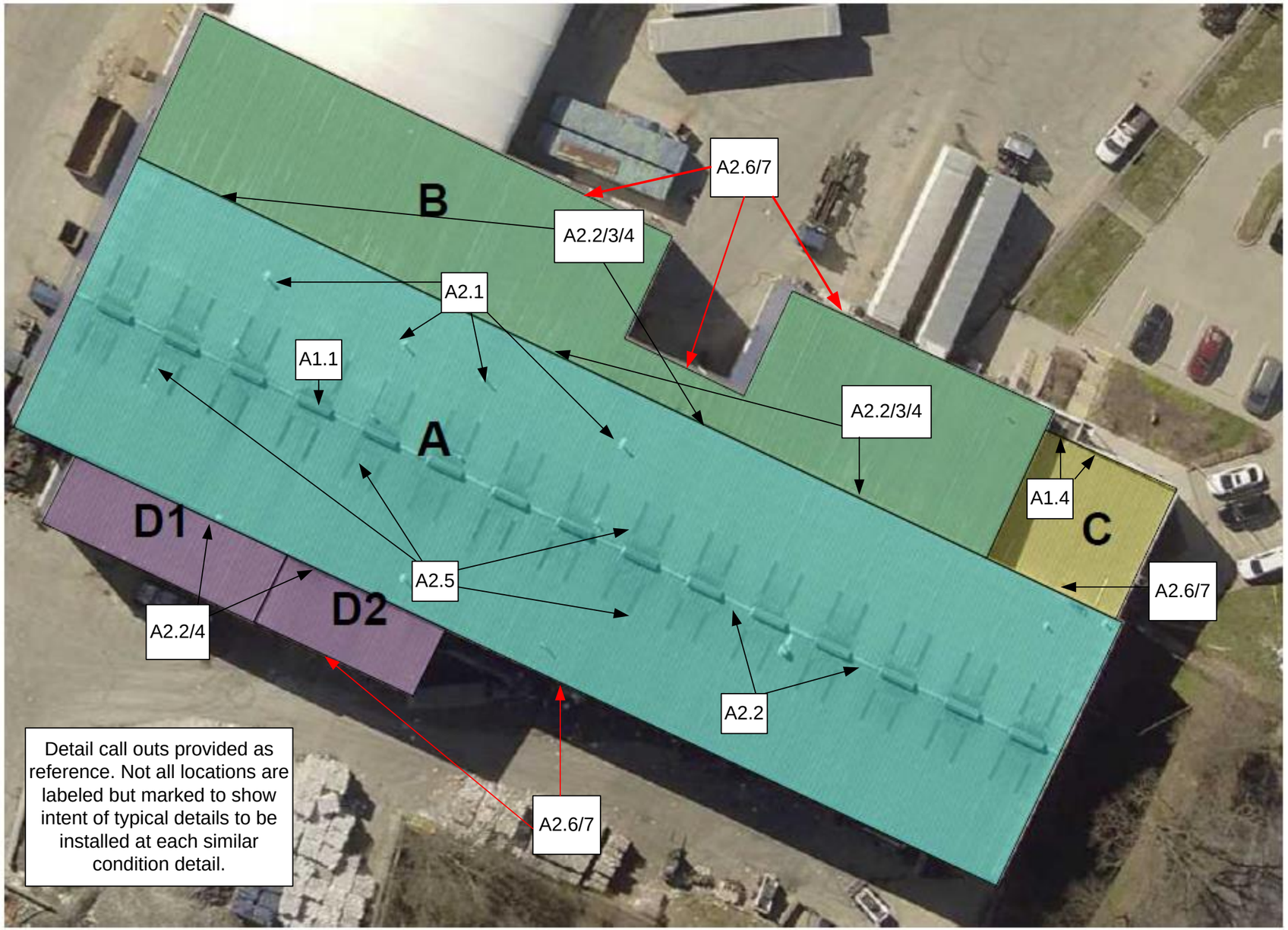
- Roof Pre-Bid Meeting @ MRF Building – Monday 11/8/2021 at 12 noon.
- Bid Due Date: Thursday 11/18/2021 at 12 noon.
- Progress Meetings will be held bi-weekly onsite or via Zoom. The contractor's PM will be expected to be present. Contractor will need to provide Garland/DBS updated written construction schedules at before each meeting.

Roof Overview

LFUCG

MRF Building

360 Thompson Road, Lexington KY 40508



Roof Sections

- Section A
- Section B
- Section C
- Section D1
- Section D2

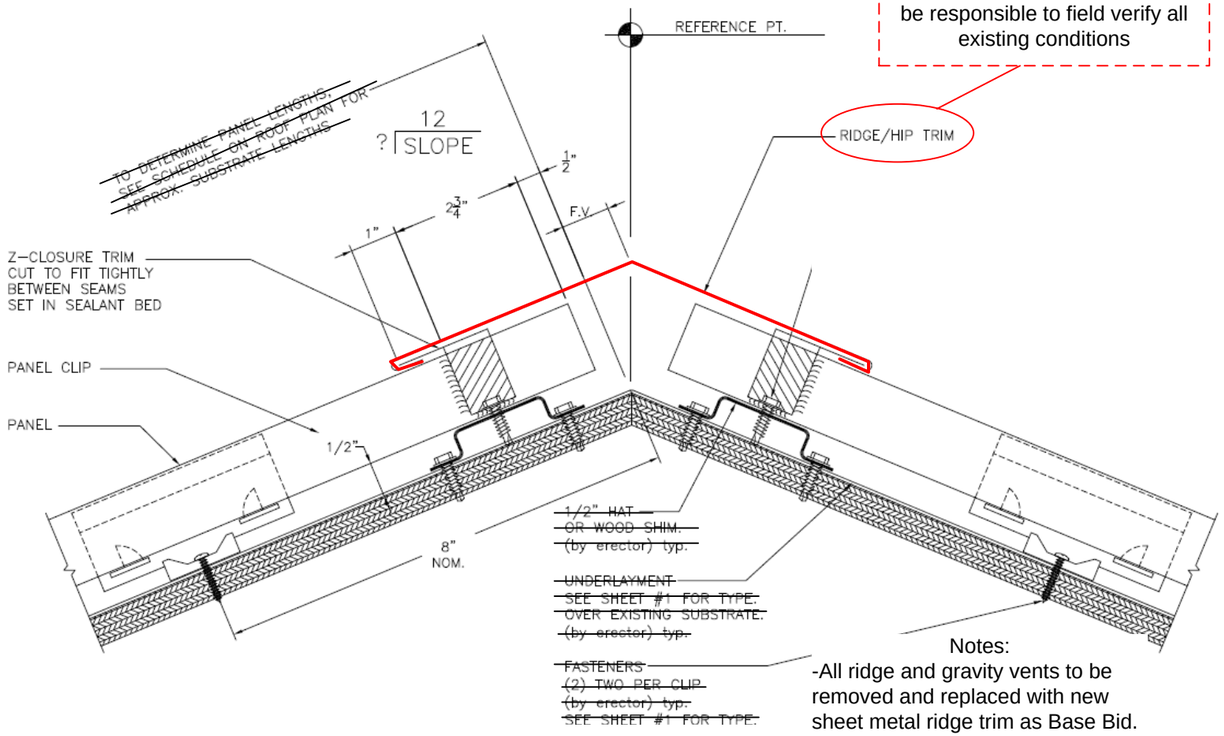
THE GARLAND COMPANY INC.
3800 E 91ST ST. | CLEVELAND, OH 44105-2197
PHONE (216)641-7500 | FAX (216)641-0633

LFUCG
MRF Building

11-2-2021
Zach Hadden
zhadden@garlandind.com
859-322-7731

Not to scale – contractor responsible for field measurements

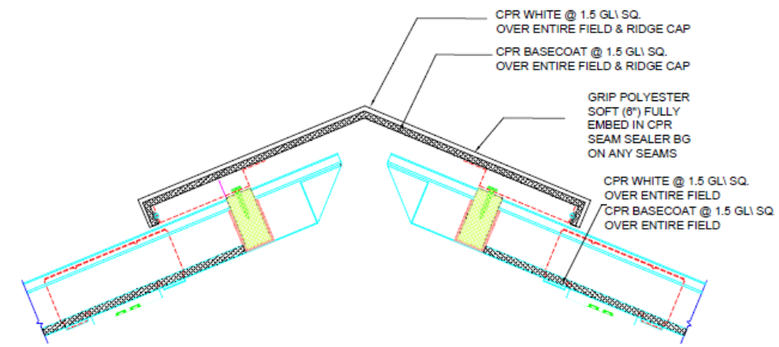
All existing items to remain unless noted otherwise, contractor shall be responsible to field verify all existing conditions



Notes:
-All ridge and gravity vents to be removed and replaced with new sheet metal ridge trim as Base Bid.
-For Reference purposes only.
-This is provided to show the presumptive existing detail.
-The existing roof is installed over open framing not a solid substrate.

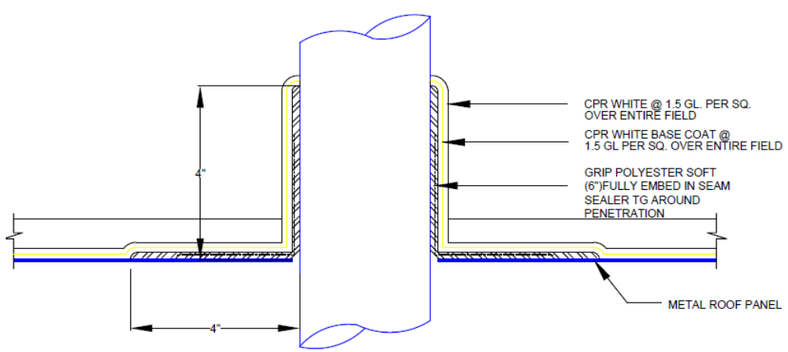
A1.1

Base Bid: New Fixed Ridge Trim Detail



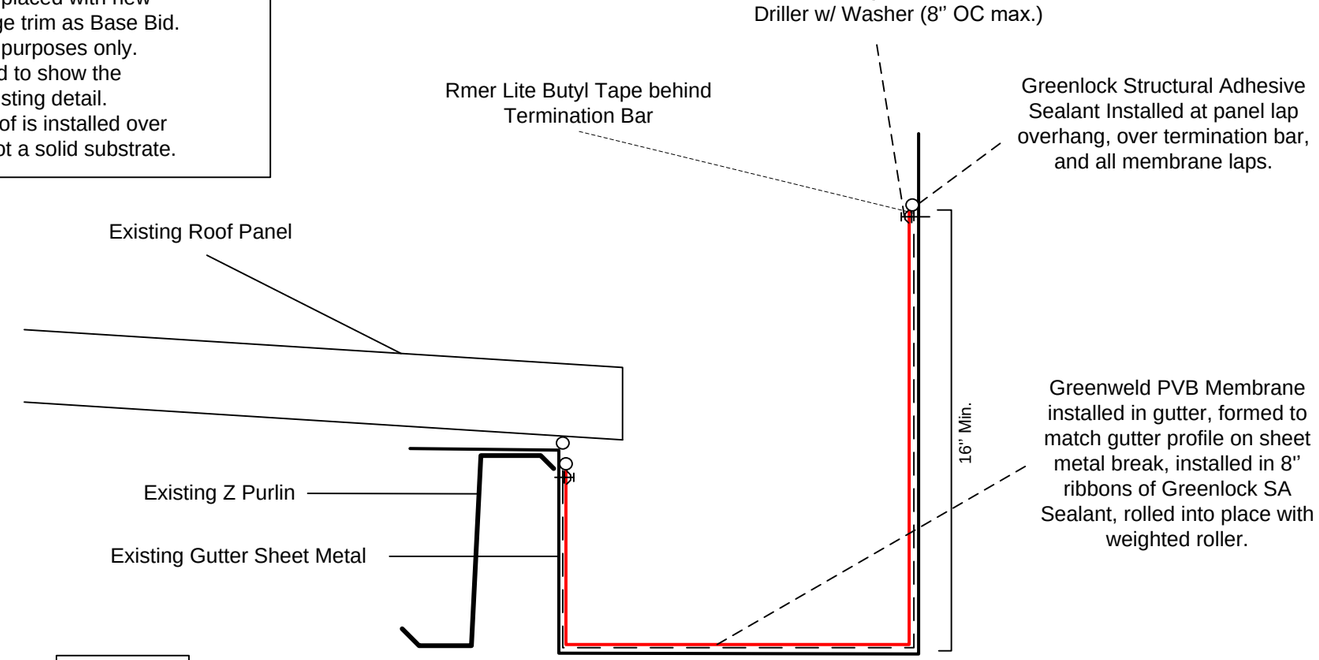
Alternate Deduct: CPR at Ridge Detail

A1.2



A1.3

Pipe Penetration Detail: CPR



A1.4

Internal Box Gutter Liner Detail

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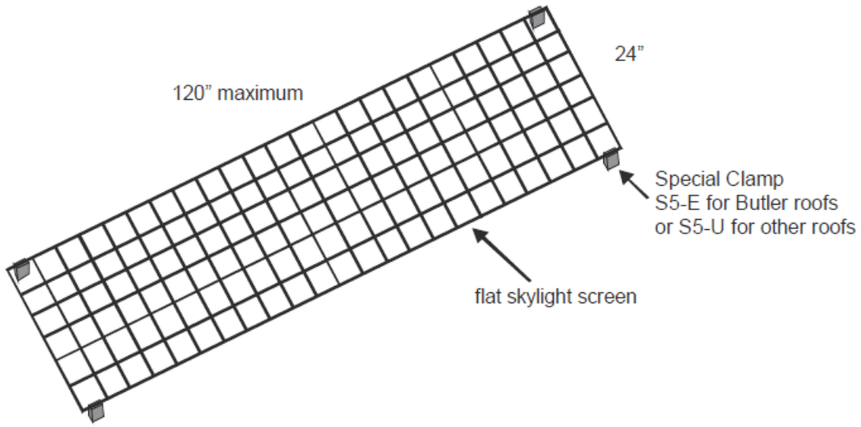


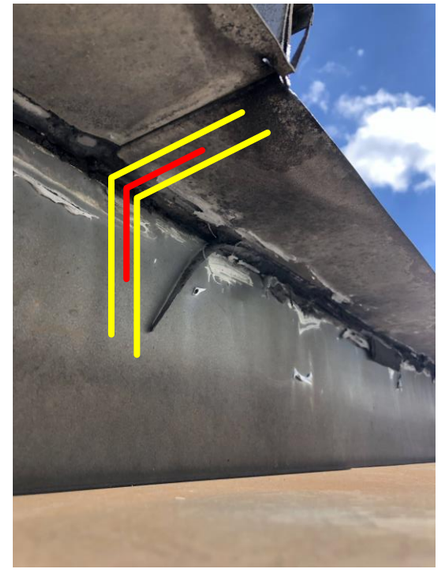
Notes:
This is a custom, low profile skylight screen for a standing seam roof.
Special clamps are provided to attach screen to the standing seam with no roof membrane penetration

When installing screen, first attach the clamps to the screen using clips provided. Clips will mount to the top of the special clamp using stainless steel bolt provided. Then mount clamps to the standing seam and secure the clamp set screws. Note that all clips must face in the same direction so that the clamps will align with the 24" distance between the standing seams.

A2.5A

***Per Alt #2

A2.4

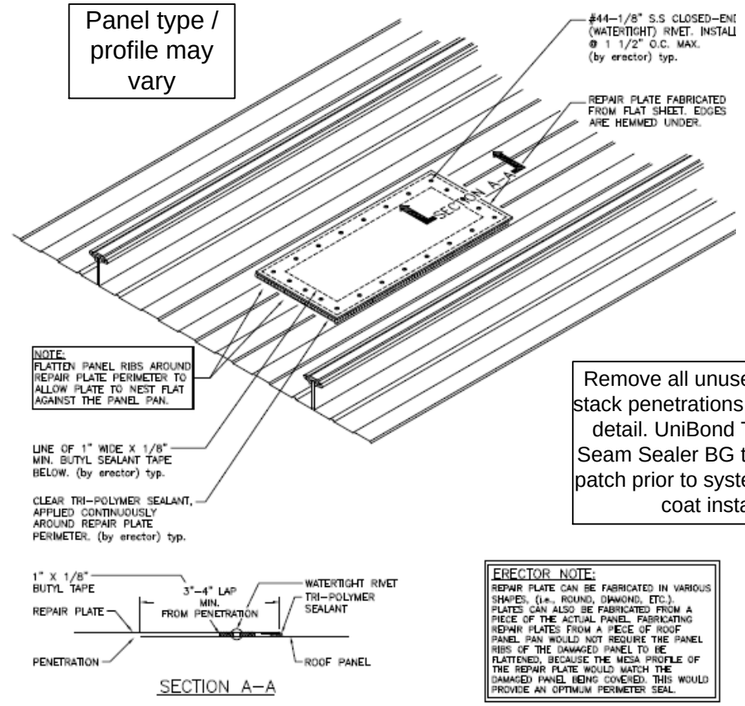


Note: Red / Yellow Lines – represents 6'' grip poly mesh and CPR TG 3 course detail

A2.2/3/4

Note: Example of existing sealants to be removed. Replace 3 course details in similar manner. Replace sealant at all fasteners.

Panel type / profile may vary



Remove all unused pipe / heat stack penetrations and patch per detail. UniBond Tape & CPR Seam Sealer BG to cover entire patch prior to system base & top coat installed.

A2.1

Penetration Removal / Hole Patch Detail

Key Notes:

A2.2 – All existing sealants to be removed and replaced with Tuff Stuff MS (minimum ¼'' bead) Locations include but not limited to: Around all penetrations, Around all closures, at all fasteners.

A2.3 – All existing sealants / mastics to be removed. Install a three course detail of CPR TG and Grip Poly Soft 6'' mesh or install one layer of 4'' UniBond self adhering tape and top cover with CPR BG covering the tape 1'' on each side.

A2.4 – Rusted sheet metal shed ridge flashing to be prepared per specification using the most abrasive method needed to remove all loose rust. Remove all previous sealants and mastics along entire shed ridge transition. Prime with Rust Go primer at 0.25 gal / 100 sf. **At each sheet metal lap & on the underside of the upper roof panel to flashing overhang** - Install a three course detail of CPR TG and Grip Poly Soft 6'' mesh Continue with installation of CPR base and top coat after inspected.

A2.5 – Fiberglass sheet skylight panel to be replaced with 24 ga sheet metal – fabricated to match the profile of the existing fiberglass sheet – reusing all existing components to attach the new sheet metal – replacing all fasteners. Install a three course detail of CPR TG and Grip Poly Soft 6'' mesh or install one layer of 4'' UniBond self adhering tape and top cover with CPR BG covering the tape 1'' on each side. Continue with installation of CPR base and top coat after inspected. At each replaced panel paint the perimeter of the replaced panel area with safety yellow paint, a 4'' band around the perimeter & stenciled letters, "KEEP OFF".

A2.5a – Per Alt. #2 - Provide an Add Alt Price to provide & install an galv. steel skylight cage/dome that attaches with S5! Clamps onto the ribs of the roof panel to prevent any foot traffic on the replaced panel.

A2.6 – All exterior gutters to be washed clean,At each seam, remove any loose rust, prime with Rust Go Primer, Seal with Tuff Stuff MS sealant.

A2.7 – All exterior gutter lengths (not seam locations) to be inspected for rust. Provide unit cost for removing any loose rust, prime over any rust areas with Rust Go Primer, and top coat with Rust Go Top Coat White.

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Not to scale – contractor responsible for field measurements

SECTION 07563
LIQUID APPLIED ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Metal Surface Roof Restoration

B. Accessories

1.2 RELATED SECTIONS

A. Section 07620 - Sheet Metal Flashing and Trim

1.3 REFERENCES

A. ASTM C 78 - Standard Test Method for Flexural Strength of Concrete.

B. ASTM C 92 - Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials.

C. ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.

D. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

E. ASTM C 1250 - Standard Test Method for Nonvolatile Content of Cold Liquid-Applied Elastomeric Waterproofing Membranes.

F. ASTM D 5 - Standard Test Method for Penetration of Bituminous Materials.

G. ASTM D 36 - Standard Test Method for Softening Point of Bitumen.

H. ASTM D 43 - Standard Specification for Coal Tar Primer Used in Roofing, Dampproofing, and Waterproofing.

I. ASTM D 71 - Standard Test Method for Relative Density of Solid Pitch and Asphalt.

J. ASTM D 75 - Standard Practice for Sampling Aggregates.

K. ASTM D 92 - Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester.

L. ASTM D 93 - Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester.

M. ASTM D 113 - Standard Test Method for Ductility of Bituminous Materials.

N. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.

O. ASTM D 562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.

P. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber

and Thermoplastic Elastomers

Q. ASTM D 816 - Standard Test Methods for Rubber Cements.

R. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).

S. ASTM D 1370 - Standard Test Method for Contact Compatibility Between Asphaltic Materials (Oliensis Test).

T. ASTM D 1475 - Standard Test Method For Density of Liquid Coatings, Inks, and Related Products.

U. ASTM D 1863 - Standard Specification for Mineral Aggregate Used on Built-Up Roofs.

V. ASTM D 1876 - Standard Test Method for Peel Resistance of Adhesives (T-Peel Test).

W. ASTM D 2042 - Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene.

X. ASTM D 2196 - Standard Test Methods for Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer.

Y. ASTM D 2240 - Standard Test Method for Rubber Property-Durometer Hardness.

Z. ASTM D 2369 - Standard Test Method for Volatile Content of Coatings.

AA. ASTM D 3111 - Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.

BB. ASTM D 3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.

CC. ASTM D 4209 - Standard Practice for Determining Volatile and Nonvolatile Content of Cellulosics, Emulsions, Resin Solutions, Shellac, and Varnishes.

DD. ASTM D 4212 - Standard Test Method for Viscosity by Dip-Type Viscosity Cups.

EE. ASTM D 5420 - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact).

FF. ASTM E 1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces

GG. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

HH. SRI - Solar Reflectance Index calculated according to ASTM E 1980.

II. SMACNA Architectural Sheet Metal Manual.

JJ. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.

1.4 SYSTEM DESCRIPTION

A. Metal Surface Roof Restoration: Renovation work includes:
   1. Surface preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with next size larger.
   2. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.

3. Primer: Spot prime rusted areas only.
4. Preparation: Apply CPR Seam Sealer on seams, fasteners and around penetrations
5. Base Coat: Apply CPR Base Coat over entire roof surface
6. Top Coat: Apply CPR White over entire roof surface

1.5 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

B. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

C. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up

and mobilization areas for stored material and work area.

2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Weather Condition Limitations: Do not apply roofing system during inclement weather or when a 40 percent chance of precipitation or greater is expected.

C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

E. When applying materials with spray equipment, take precautions to prevent over spray

and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:

1. Close air intakes into the building.
2. Have a dry chemical fire extinguisher available at the jobsite.
3. Post and enforce "No Smoking" signs.

F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.

G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.

H. Take precautions to ensure that materials do not freeze.

I. Minimum temperature for application is 40 degrees F (4 degrees C) and rising for solvent based materials and 50 degrees F (10 degrees C) and rising for water based.

1.10 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.

1. Warranty Period:
   a. 10 years: 5 years from date of acceptance plus 5 additional years after required inspection by Garland.

B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.

1. Warranty Period:
   a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The), which is located at: 3800 E. 91st St.; Cleveland, OH 44105; Toll Free Tel: 800-321-9336; Tel: 216-641-7500; Fax: 216-641-0633; Email:request info (ebuczek@garlandind.com); Web:http://www.garlandco.com

2.2 ROOF RESTORATION SYSTEM FOR METAL SURFACE ROOFS

A. Cold Applied CPR System:

1. Primer: Rust-Go Primer:
2. Coating: CPR Base Coat/ CPR White:
3. Flashing: CPR Seam Sealer on seams and penetrations.
4. Reinforcement: Apply base coat on seams and around penetrations only.
   a. Grip Polyester Soft:
5. Surfacing: None

2.3 ACCESSORIES:

A. Urethane Sealant - Tuff-Stuff: One part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.

1. Tensile Strength, ASTM D 412: 250 psi
2. Elongation, ASTM D 412: 950%
3. Hardness, Shore A ASTM C 920: 35
4. Adhesion-in-Peel, ASTM C 92: 30 pli

B. Urethane Adhesive - Green-Lock Structural Adhesive: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
   1. Elongation, ASTM D 412: 300%
   2. Hardness, Shore A, ASTM C 920: 50
   3. Shear Strength, ASTM D 1002: 300 psi

C. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.

2.4 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

A. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.

B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.

C. Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
   1. Tensile Strength, ASTM D 412: 400 psi
   2. Elongation, ASTM D 412: 300%
   3. Density @77 degrees F 8.5 lb/gal typical

D. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07620.
   1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

A. Remove all skylights and replace with matching roof panels using 24 ga sheet stock to match the existing roof.
   1. The replacement panel should be fabricated by the contractor or sourced from a panel manufacturer.
   2. The replacement panel should run under the existing roof panel on the upper panel lap, installed with butyl sealant on all sides.
   3. The lower panel lap should match the existing skylight detail reusing if possible the lap termination bar that is existing or replace as needed.
   4. Once other preparation steps are complete – CPR Seam Sealer BG should be brushed over all laps to insure a water tight condition prior to the Base and Top coat installation.

B. Remove all un-used heat stacks & provide new sheet metal patch per provided details.

C. Repair all defects such as deteriorated roof panels with CPR Seam Sealer TG and Mesh or CPR Seam Sealer BG and Uni Bond Tape.

D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.

E. Surface Preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with next size larger.
   1. Remove rust by the most rigorous method suitable for the particular project and as approved by Garland. (wire abrasion, shot/sand blasting, etc.)
   2. Prime over these areas with Rust-Go Primer.
   3. Tighten all fasteners and verify that neoprene washers are in place.
   4. Replace missing fasteners using oversize fasteners as necessary.
   5. Seal all fastener heads by applying a heavy dab of compatible sealant to the tops and around of all fastener heads.

F. Remove all aged previously installed sealants to bare metal and replace the sealants with:
   1. Greenlock SA

G. Clean and seal all eave trim laps (on the top side), gutter sheet metal laps, and coping caps with CPR Seam Sealer BG and UniBond Tape.

H. Repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.

I. Clean the entire roof surface by removing all dirt, algae, paint, oil, talc, rust or foreign substance. Use a 10 percent solution of TSP (tri-sodium phosphate), Simple Green and warm water. Scrub heavily soiled areas with a brush. Rinse with fresh water to remove all TSP solution. Allow roof to dry thoroughly before continuing.

J. Pre-Treatment of Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square (0.08 liters/m), to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution.

K. Power washing of metal roof surfaces to remove all loose rust or scale is mandatory before application. Use a high volume air broom or compressed air to remove residual dust rust perforations, etc. Deteriorated metal roof decks must be repaired or replaced prior to the application of the coating system.

3.3 INSTALLATION

A. General Installation Requirements:
   1. Install in accordance with manufacturer's instructions. Apply to minimum coating thickness required by the manufacturer.
   2. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
   3. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
   4. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore work damaged by installation of the roofing system.
   5. All primers must be top coated within 24 hours of application. Re-prime If more time passes after priming.
   6. Keep roofing materials dry during application. Phased construction can be allowed as

long as no, more than 7 days pass between coats excluding primers.

7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.

B. Metal Surface Roof Restoration: Renovation work includes:
1. Primer:
   a. Immediately after rust has been removed, apply Rust-Go Primer rust inhibitive primer over properly prepped rusted areas only at 1/4 gallon per 100 SF.
2. Reinforcement: Base coat and treatment of field seams and around penetrations:
   a. Application of CPR Seam Sealer on field seams, fasteners, flashings and around penetrations and CPR Base Coat on the entire roof:
      1) Verify that the surface to be coated is properly prepared.
      2) Restore the surface to a suitable condition if roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings.
      3) Apply materials at specified dry film thickness.
      4) Apply CPR Seam Sealer to field seams, fasteners and around penetrations.
      5) After positioning reinforcement to roll out, apply CPR Base Coat about 8 inches wide to surface where reinforcement ply is to be applied at 1.5 gallons per 100 SF.
      6) Do not apply too far ahead of fabric so coating does not dry before fabric can be embedded.
      7) Immediately roll a 6 inch width of reinforcement into wet coating.
      8) Use care to lay the fabric tight to the roof surface without air pockets, wrinkles, fishmouths, etc.
      9) After embedding reinforcement into the CPR Base Coat apply additional coating to completely saturate the fabric at 1.0 gallons per 100 SF.
      10) Apply saturation coat as soon as possible after embedding reinforcement.
      11) Keep the application saturated with CPR Base Coat to prevent plucking or snagging of reinforcement.
      12) Allow to dry for a minimum of 24 hours before applying finish coats.
3. Coating:
   a. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
   b. Use multiple coats on verticals to prevent sagging.
   c. Apply to Garland's minimum membrane thickness over the entire roof surface.
   d. Material: Apply CPR White in a uniform manner at 1.5 gallons per 100 SF over the entire roof surface.
   e. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
   f. Use multiple coats on verticals to prevent sagging.
   g. Apply to minimum recommended membrane thickness over the entire roof surface.

3.4 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section 07620.
1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the Copper Development Association "Copper in Architecture - Handbook" as applicable.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.

B. Correct defects or irregularities discovered during field inspection.

3.8 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.

B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.

C. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at his own expense.

D. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

E. Architect upon completion of corrections.

F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.9 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

3.10 SCHEDULES

A. Coatings:

1. Coating: CPR White: Highly reflective multi- purpose, single-component solvent based SEBS, liquid waterproofing membrane.
   a. Tensile Strength: ASTM D 412, 200 psi
   b. Elongation: ASTM D 412, 200%
   c. Density @ 77 degrees F (25 degrees C, ASTM D 1475) 9.0 lb./gal
   d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
   e. Non-Volatile: ASTM D 1644, Typical 75%
   f. VOC: 430 g/l
   g. Reflectance: 0.77
   h. Emittance: 0.86
   i. SRI: 95
2. Coating: CPR Base Coat: Multi- purpose, single-component solvent based SEBS, liquid waterproofing membrane.
   a. Tensile Strength: ASTM D 412, 200 psi
   b. Elongation: ASTM D 412, 200%
   c. Density @ 77 degrees F (25 degrees C, ASTM D 1475) 9.0 lb./gal
   d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
   e. Non-Volatile: ASTM D 1644, Typical 75%
   f. VOC: 400 g/l
3. Coating: CPR Seam Sealer BG: Brush grade multi- purpose, single-component solvent based SEBS, liquid waterproofing sealer for details on a metal roof system.
   a. Tensile Strength: ASTM D 412, 200 psi
   b. Elongation: ASTM D 412, 200%
   c. Density @ 77 degrees F (25 degrees C, ASTM D 1475) 9.12 lb./gal
   d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
   e. Non-Volatile: ASTM D 1644, Typical 75%
   f. VOC: 420 g/l
4. Coating: CPR Seam Sealer TG: Trowel grade multi- purpose, single-component solvent based SEBS, liquid waterproofing sealer for details on a metal roof system.
   a. Tensile Strength: ASTM D 412, 600 psi
   b. Elongation: ASTM D 412, 400%
   c. Density @ 77 degrees F (25 degrees C, ASTM D 1475) 8.9 lb./gal
   d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
   e. Non-Volatile: ASTM D 1644, Typical 60%
   f. VOC: 300 g/l

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. Related Sections:

1. Section 07563 - Liquid Applied Roofing

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

B. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)

1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal

C. Warnock Hersey International, Inc., Middleton, WI (WH)

D. Factory Mutual Research Corporation (FMRC)

1. FM 1-49 Loss Prevention Data Sheet

E. Underwriters Laboratories (UL)

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
1. 1993 Edition Architectural Sheet Metal Manual

G. National Roofing Contractors Association (NRCA)
1. Roofing and Waterproofing Manual

H. American Society of Civil Engineers (ASCE)
1. ASCE 7 Minimum Design Loads for Buildings and Other Structures

1.4 SUBMITTALS FOR REVIEW

A. Product Data:
   1. Provide manufacturer's specification data sheets for each product.
   2. Metal material characteristics and installation recommendations.
   3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.

B. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.5 QUALITY ASSURANCE

A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years experience.

B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years experience with the installation of similar system to that specified.

C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.

D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials which may cause discoloration or staining.

1.7 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.8 DESIGN AN DPERFORMANCE CRIERIA

A. Thermal expansion and contraction:
   1. Completed metal edge flashing system, shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.11 WARRANTIES
   1. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

A. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

B. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
   1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section.
   2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
   3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
   4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon roofing systems engineered and manufactured by or approved by:

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (800) 762-8225
Website: www.garlandco.com

2.3 MATERIALS

A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-Mer sheet stock by The Garland Company, Cleveland, OH, and shall form the basis of the contract documents.

B. Materials: Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

C. All replacement sheet metal:

   1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 24 gauge, 22 gauge or 20 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.

D. Finishes
   1. Uncoated Mill Finish: Exposed and unexposed surfaces for uncoated panels mill finish.

2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mil

2.4 RELATED MATERIALS AND ACCESSORIES

A. Metal Primer: Zinc chromate type.

B. Plastic Cement: ASTM D 4586

C. Sealant: Specified in Section 07900 or on drawings.

D. Underlayment: ASTM D2178, No 15 asphalt saturated roofing felt.

E. Self-Adhering Underlayment, one of the following:

1. 60 mil minimum transition strip

2. 45 mil high temperature underlayment with cross laminated polymer surface

F. Slip Sheet: Rosin sized building paper.

G. Fasteners:
1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.

H. Gutter and Downspout Anchorage Devices: Material as specified for system

PART 3 – EXECUTION

3. EXECUTION, GENERAL

A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

4. PROTECTION

A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

5. GENERAL

A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.

B. Fastening of metal to walls and wood blocking shall comply with building code standards.

C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.

D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

6. INSPECTION

A. Verify that curbs are solidly set and nailing strips located.

B. Perform field measurements prior to fabrication.

C. Coordinate work with work of other trades.

D. Verify that substrate is dry, clean and free of foreign matter.

E. Commencement of installation shall be considered acceptance of existing conditions.

7. SHOP-FABRICATED SHEET METAL

A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.

B. Hem exposed edges.

C. Angle bottom edges of exposed vertical surfaces to form drip.

D. Lap corners with adjoining pieces fastened and set in sealant.

E. Form joints for gravel stop fascia system, coping cap with a 3/8” opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.

F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

8. CLEANING

A. Clean installed work in accordance with the manufacturer’s instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

9. CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

10. FINAL INSPECTION

A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer’s representative, and other representatives directly concerned with performance of roofing system.

B. Inspect work and flashing of roof penetrations, walls, curbs, and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the [Contractor] [Architect] [Owner] upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

11. DEMONSTRATION AND TRAINING

A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
   1. Troubleshooting procedures
   2. Notification procedures for reporting leaks or other apparent roofing problems
   3. Maintenance
   4. The Owner's obligations for maintaining the warranty in effect and force
   5. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION 07 62 00

CPR™ SYSTEM

Spray Application Guidelines

since 1895

DESCRIPTION

This guide covers proper application tips when spraying CPR coatings. Airless spray equipment is an effective method of application particularly on large areas and irregular or vertical surfaces. Gas powered spray equipment can also be used (consult with equipment manufacturer for recommendations). Air-atomized application is not recommended.

NOTE: CPR System can be applied by brush, roller or spray.

Personnel using these products should familiarize themselves with procedures for personal safety, workplace precautions, and equipment operation. Refer to product data sheet, safety data sheet, and general instructions for the spray pumps.

APPLICATION

Climatic Conditions

1. Rain, fog, dew, frost, and relative humidity above 90% will adversely affect adhesion and physical properties of the coating. Do not apply if any of these conditions exist or will exist within five hours of application. The substrate must be dry at the time of application.
2. At temperatures below 60°F (16°C), store and maintain material temperature above 65°F (18°C) in the container. Spray application is not recommended below 50°F (10°C).
3. At temperatures above 80°F (27°C), reduce the application rate on vertical, high slope or irregular surfaces to prevent sags or runs. Do not apply when temperatures are above 95°F (35°C).

Spray Equipment

Airless spray equipment generates very high fluid pressure. Spray equipment must be properly maintained and operated. Any misuse of spray equipment or accessories (such as over-pressurizing, modified parts, or worn or damaged parts) can result in serious bodily injury, fire, explosion, or property damage. Read and follow the equipment manufacturer's instructions and recommendations.

Airless spray pump must have minimum 4,000 psi output pressure rating and adequate delivery volume to support the spray tip orifice gallons per minute rating. High-pressure airless sprayers with a higher maximum pressure capability will allow spray application in cooler weather or by using spray hose lengths greater than 200 feet (60.96 m).

Spray Pump Recommendations

2. Spray Pump Recommendations:
   a. Pump Ratio 45:1
   b. Hose 3/8" ID Hose first 50' (15.24 m) with swivel connections and 1/2" ID hose for second 150' (45.72 m)
   c. Pressure 4,000 psi
   d. Working pressure is 2,000 psi min. at the gun. Depending on equipment set-up, you may be able to spray the coating as low as 1,800 psi. Based on tip size, raise pressure to remove fingers in spray pattern
   e. High-pressure fittings
   f. Input flow 100 psi
   g. Tip = .025-.031 for an 10" pattern at 12" distance when spraying the CPR White Coating or CPR Base Coat
   h. Recommended 12" extension with swivel tip
   i. Tip and pump sizes will change depending on temperature and pattern concerns
   j. Tip = .035 when spraying the CPR Seam Sealer BG

Spraying Technique

1. Hold the spray gun perpendicular to the surface at a distance of 18" to 24" (46 cm to 61 cm) from the roof. While triggering the spray gun, move it at a rate to produce the desired wet coating mil thickness without thin spots or "holidays. " Spray technique should include a "half lap" technique where each spray pass is overlapped 50% for uniform coverage. Check applied film thickness using a wet mil gauge. (32 wet mils per 100 sq. ft. (9.29 m2).
2. Using the 3,000 psi fluid pressure will provide a uniform spray pattern without fingering.
3. Allow a minimum of 24-72 hours cure time between coats for cure and solvent evaporation

NOTE: Spray across roof and back-roll as needed to ensure uniform coverage, then back-spray across the same area to complete application.

Spraying Precautions

1. Rope off the area within 150 ft. (45.72 m) of spray area.
2. Seal off ventilation intakes within the affected area.
3. Use windbreaks, where necessary, to confine spray mist and avoid damage to nearby surfaces due to overspray or drift.
4. Keep spectators and personnel away from spray area.

CLEAN UP

1. Clean airless spray equipment with mineral spirits. Re-circulate thinner through pump supply, airless spray pump and spray hose to remove residual coating. Then flush with clean mineral spirits.
2. Do not leave in airless spray system for more than one hour. Under certain conditions, it is possible for these coatings to gel or harden inside the equipment.
3. For long-term storage, a final flush with mineral spirits is recommended.
4. For further details, consult with technical support or a sales representative.

Protection Equipment

1. In case of insufficient ventilation, wear a positive-pressure supplied-air respirator.
2. Fabric coveralls are recommended.
3. Impervious gloves are recommended.

COLD WEATHER RESTRICTIONS

Do not attempt application if ice, snow, moisture or dew is present. Restrict application when overnight temperature drops below 35 F (1.7 C). Ambient temperature must be 40°F (4.4°C) and rising through the day. Cooler temperatures will negatively impact the properties of the system. Contact your Garland Sales Representative for proper cold weather applications.

HOT WEATHER RESTRICTIONS

Do not attempt application if moisture or dew is present. Ambient temperature must be less than 95°F (35°C). Contact Garland Sales Representative for proper hot weather application.

STORAGE

CPR on the job site should be stored in a shaded ventilated area under a light-colored breathable reflective tarp. Do not store in direct sunlight. Storage temperature must range from 60-80 °F (15 °C to 26 °C). Indoor ventilated storage is recommended when ambient temperature is below 60 °F (15 °C)or above 80 °F (26 °C).

Mixing

1. Settling or separation may occur upon storage.
2. Mix material before using to assure uniform consistency. Use Jiffy mixer for open head drums.
3. Ground container and equipment to prevent accumulation of static charge.

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SECTION 07 72 00
ROOFTOP FALL PROTECTION AND ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Skylight fall protection systems for metal roof skylights. (FlexGuard Screen)

1.2 REFERENCES

A. Americans with Disabilities Act Accessibility Guidelines (ADA).

B. American National Standards Institute (ANSI):
1. A 21.1 - Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.
2. A 58.1 - Minimum Design Loads in Buildings and Other Structures.
3. A 117.1 - Accessible and Usable Buildings and Facilities.

C. ASTM International (ASTM):
1. ASTM A 47 - Standard Specification for Ferritic Malleable Iron Castings.
2. ASTM A 53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
3. ASTM A 153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

D. Occupational Safety and Health Administration (OSHA): 1910.23 - Guarding Floor and Wall Openings and Holes.

E. Underwriters Laboratories (UL): UL 94 - Tests for Flammability of Plastic Materials for Parts in Devices and Appliances.

1.3 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

1.4 QUALITY ASSURANCE

A. Railings Structural Requirements:
1. Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds (90719 g) applied horizontally or vertically down at any point on the top rail.
2. Handrail assemblies and guards shall be designed to resist a load of 50 pounds per linear foot (0.73 kN/m) applied in any direction at the top and to transfer this load through the supports to the structure.
3. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 pounds (90719 g) applied to one square foot (8165 g/sm) at any point in the system. Load not to act concurrently with loads on top rail of system in determining stress on guardrail.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions and recommendations and industry standards. Store materials within absolute limits for temperature and humidity recommended by the manufacturer.

B. Protect finishes from damage.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Flexible Lifeline Systems, Inc. Address: 2437 Peyton Rd. Houston, TX 77032; Phone: 832-448-2900; Fax: 832-448-2990; Email: info@flexiblelifeline.com; Web: www.fall-arrest.com

2.2 SKYLIGHT FALL PROTECTION SYSTEMS FOR METAL ROOF SKYLIGHTS (FLEXGUARD SCREEN)

A. Skylight Fall Protection Systems For Metal Roof Skylights: FlexGuard Skylight Screens as manufactured by Kee Safety Inc.
   1. Description: Non-penetrating, skylight fall protection screens for metal roof skylights.
   2. Provide components and accessories as indicated or required to match design indicated on Drawings and to provide complete installation.
   3. Compliance: OSHA standard 1910.23(a)(4); screen will withstand a load of at least 200 pounds applied perpendicularly at any one area on the screen.
   4. Materials: Galvanized steel.
   5. System Configuration: Designed for standing seam metal roof skylights.
      a. Size: Standard, 16 inches (610 mm) by 120 inches (3048 mm).

2.3 CUSTOM ROOFTOP FALL PROTECTION SYSTEMS

A. Custom Rooftop Fall Protection System: Provide components and accessories as manufactured by Kee Safety Inc. as indicated or required by Drawings to match design indicated and to provide complete installation.
   1. Systems: Flex Guard Screen

2.4 FABRICATION

A. Fit and shop assemble components in largest practical sizes for delivery to site.

B. Upright tops shall be plugged with weather and light resistant material.

C. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

PART 3 EXECUTION

3.1 EXAMINATION

A. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

B. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.

C. Coordinate post setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete and masonry construction.
   1. Coordinate delivery of anchorages to project site.
   2. Coordinate that blocking is in place for all mounting fasteners.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions including the following:
   1. Fit exposed connections accurately together to form tight joints. For all connections with Flex-Klamp fittings, each set screw is to be tightened to 29 foot pounds (39 N-m) of torque.
   2. Perform cutting, drilling, and fitting required for installation of handrails. Set handrails and accurately in location, alignment, and elevation, measured from established lines and levels.
   3. Set posts plumb within a tolerance of 1/8 inch (3 mm).

3.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

CPR™ SYSTEM

Application Guidelines

since 1895

DESCRIPTION

The CPR system is a fluid-applied, elastomeric rubber membrane system for weatherproofing metal substrates. By combining multiple coats of CPR Base Coat, CPR White Coating with CPR Seam Sealer and metal seam reinforcement fabric, the CPR system cures to a durable, weatherproof, and fully-adhered elastomeric membrane. Once applied, the CPR system provides the basis for a sustainable roof system that is easily maintained. The long-term cost benefits offered by this technology include lower life-cycle costs and energy savings.

MATERIALS

The materials used in the CPR metal restoration system include:

1. Coating: CPR Base, CPR White Coating
2. Primer: Rust-Go™ Primer, if required
3. Sealer: CPR Seam Sealer BG, CPR Seam Sealer TG
4. Fabric Reinforcement: Grip Polyester™ Soft or UniBond™ ST
5. Cleaning Solution: Garland D7 or Simple Green® Oxy Solve

APPLICATION EQUIPMENT

1. 3/8" (10 mm) shed resistant nap roller
2. Wet mil gauge
3. (Optional) Spray Equipment. See CPR System Spray Application Guidelines for more details

INSTALLATION

Installation of the CPR system is accomplished in the following steps: repair, preparation, priming, treatment of fasteners, application of CPR Seam Sealer, application of CPR Base Coat and CPR White Coating, and inspection.

Prior to installation, ensure that adhesion testing was conducted in accordance with Garland adhesion testing procedures to verify a minimum adhesion strength of four (4) pounds per linear inch (pli) for CPR Base or Top Coat to the applicable substrates. When calculating material requirements for a particular project, consideration must be given to applicator variance and the stretch-out factor for the particular metal roof profile. Any of the CPR coatings may be used interchangeably as base or top coating layers. Best practice is to use a different coating color for each subsequent layer of coating (e.g. gray & white).

Metal Restoration Application Guidelines

1. All necessary field and flashing repairs must be done according to good construction practices, including replacement of all metal that is deemed unsalvageable or unsafe.
2. All panel fasteners must be checked and any loose fasteners must be tightened or, if necessary, replaced with oversized fasteners with neoprene washers. Missing fasteners must be replaced.
3. Stitch-fasten side or end lap metal panel gaps opening more than 1/8" wide.
4. Repair gaps, holes and joints in the metal roof with appropriate patching materials such as CPR Seam Sealer BG or TG.
5. Completely remove existing seam coatings, mastics and sealants. All roof areas must promote positive drainage.
6. Ensure skylights, scuppers, gutters, penetrations and structures are firmly secured, watertight and in good working condition.
7. Where necessary, install water deflecting crickets behind rooftop mechanical units.

Preparation

1. Confirm local water run-off ordinances and restrictions prior to cleaning roof.
2. Carefully power wash all roof surfaces with greater than 2,000 psi pressure to remove debris, rust, scale, dirt, dust, chalking, peeling or flaking coatings, etc. Do not force water into the roof system or damage roof surfaces.
3. Wearing personal protective clothing and equipment, areas of algae, mildew or fungus with Garland D7 or Simple Green Oxy Solve and scrubbing with a push broom scrub brush. Rinse at least twice to be sure all cleaning agents or contaminants are completely removed to prevent adhesion issues.
4. Rust must be removed using the most rigorous method suitable for each particular job to ensure substrate is smooth and free of loose rust. Jet water blasting, sand blasting, grit blasting and/or power wire brushing is effective.
5. For optimal metal surface preparation to enhance coating adhesion, grit blasting is recommended.
6. Wipe galvanized metal surfaces clean with MEK prior to application.
7. If the roof surface becomes contaminated with dirt, dust or other contaminants at any time during the application then cleaning measures must be taken to restore the surface to a suitable condition.
8. Ensure roof is dry prior to product application.

Priming

Rust and oxidation must be removed by the most rigorous method suitable for the particular project. After rust or oxidation has been removed, rusted surfaces should be primed with Rust-Go Primer immediately after cleaning to prevent rust or oxidation from reoccurring. Rust-Go Primer should be applied at the rate of 0.25 gallon per 100 sq. ft. (0.11 l/m^2) over the rusted areas. Rust-Go Primer must only be used after proper and thorough preparation of the surface to be primed.

Application of CPR Metal Restoration System

Create a watertight seal on all fastener heads by applying a heavy dab of CPR Seam Sealer BG to the tops of all fastener heads.

Treatment of Metal Panel End Laps & Penetrations (Choose Method 1 or 2)

Method 1: Application of UniBond ST

1. Always begin with flashing seams, joints and details.
2. Verify that the surface is clean and properly prepared.
3. Round corner edges of Unibond ST with scissors.
4. Remove the clear release liner from the back in workable sections.
5. Center 6" wide UniBond ST over the middle of lap. For other details requiring reinforcement such as drains, penetrations and curbs, 12" wide UniBond ST is available.

6. Use care to install the tape uniformly. Do not stretch or cause air pockets, wrinkles or fishmouths.
7. Apply pressure to tape starting at the center and work toward outside edge with a steel roller to activate the bonding process.
8. Inspect the tape to ensure that it is properly installed. Verify edges are tightly fixed to surface. If any discrepancies are present, repair before the coating is applied.
9. Saturate the tape's polyester surface with CPR coating and allow to cure before applying field coating.

Method 2: Application of 3-course CPR coating

1. Always begin with flashing seams, joints and details
2. Determine where the first run of 6 in. (150 mm) wide Grip Polyester Soft reinforcement will be started and verify the surface is clean. For other details requiring reinforcement such as drains, penetrations or curbs 12" and 40" wide Grip Polyester Soft reinforcement is available.
3. Position Grip Polyester Soft to roll out, apply coating at 3.0 gal./100 sq. ft.(1.22 l/m²) extending 4 in. (100mm) on each side of lap to where the reinforcement is to be applied. Immediately roll reinforcement into the coating and completely saturate surface, ensuring full encapsulation of fabric without pinholes, voids or openings.
4. Allow to cure before applying field coating.

Treatment of Metal Panel Side Laps

On any uncrimped metal panel side laps, apply CPR Seam Sealer BG 8 in. (200 mm) wide over the center of the lap.

Metal Field Coating

1. Prior to field coating application, the local Garland Representative needs to complete an inspection of all treated seams and details.
2. Apply a base coating of CPR coating in a uniform manner at minimum application rate of 1.5 gal. /100 sq. ft. (0.61 l/m²) over the entire roof surface, including all flashings. Allow to cure thoroughly, but no more than 72 hours.
3. Apply a top coating of CPR coating in a perpendicular direction over base coat at 1.5 gal./100 sq. ft. (0.61 l/m²).

NOTE: During final application of the CPR White Coating, special attention should be given to coating flashings and other critical areas to build adequate membrane thickness. Multiple coats may be necessary on verticals and steep metal roof slope to prevent sagging. In any event, all specified material must be applied and minimum membrane thickness achieved.

Inspection

Inspect entire roof area and touch-up deficient areas with additional CPR coating as necessary to ensure complete and uniform coverage. Special attention should be given to critical areas of roof, including roof penetrations, transitions, flashings, etc.

LIMITATIONS

These are general guidelines for application of the CPR system. The material requirements may vary depending on the specific job requirements. If unusual conditions exist, contact your local Garland Representative. Garland's fluid applied elastomeric roofing systems must be applied to structurally sound substrates and properly prepared surfaces. All surfaces must be clean and dry before application of coatings. Garland's roofing systems must not be applied over wet insulation or related materials. Failure of the substrate does not constitute failure of the Garland coating or system. Garland's systems are designed for use on well drained roofs. Garland's coatings should not be applied when rain or freezing temperatures are expected before coating is dry.

1. Restrict application of CPR products when rain or other conditions such as fog or dew are posiible within a 24 hour period.
2. Roof surface must be at least six Fahrenheit degrees or three Celsius degrees above the dew point and rising.
3. Surfaces must always be clean before application of product. Care must be taken to ensure that on-site manufacturing emissions or extended time intervals after original cleaning does not interfere with any stage of the coating applications. If either condition occurs, then cleaning may be required again.
4. Drying time is affected by numerous factors, including temperature, direct sunlight, relative humidity, air movement, coating thickness, etc...
5. Thinning of coating materials is not permitted.
6. Adequate coating thickness is essential to performance. A controllable area should be measured and the specified material applied. The minimum coverage rate must be achieved throughout the entire fluid-applied roofing assembly and can be verified using a wet mil gauge during application.
7. Solvent wipe coating with acetone or MEK if it is exposed over 72 hours prior to overcoating.
8. Deviations from these application guidelines and specific material requirements may seriously affect the fluid-applied roofing system performance and are strictly prohibited.
9. Applicator must comply with all applicable local, state and federal regulations if lead-based paint or other hazardous materials are encountered.
10. Roofing is hazardous work and fluid-applied membranes are very slippery when wet. Comply with fall protection rules and regulations.

COLD WEATHER RESTRICTIONS

Do not attempt application if ice, snow, moisture or dew is present. Restrict application when overnight temperature drops below 35°F (1.7°C). Ambient temperature must be 40°F (4.4°C) and rising through the day. Cooler temperatures will negatively impact the properties of the system. Contact your Garland Sales Representative for proper cold weather applications.

HOT WEATHER RESTRICTIONS

Do not attempt application if moisture or dew is present. Ambient temperature must be less than 95°F (35°C). Contact Garland Sales Representative for proper hot weather application.

STORAGE

CPR on the job site should be stored in a shaded ventilated area under a light-colored breathable reflective tarp. Do not store in direct sunlight. Storage temperature must range from 60-80°F (15°C to 26°C). Indoor ventilated storage is recommended when ambient temperature is below 60°F (15°C)or above 80°F (26°C).

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FLEXIBLE LIFELINE SYSTEMS®
AT THE HEIGHT OF INNOVATION

SKYLIGHT SCREENS

NON-PENETRATING, OSHA COMPLIANT SKYLIGHT COVERS

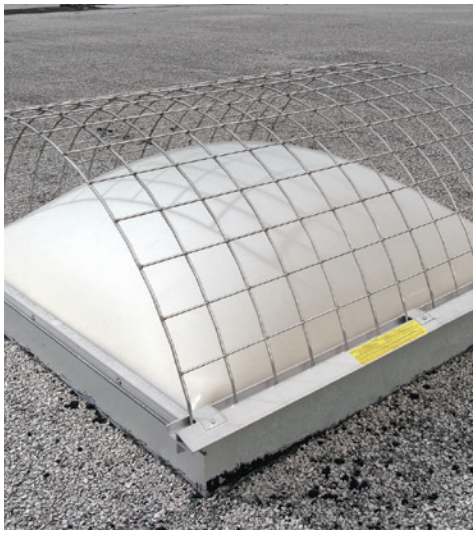
FLS Skylight Screens provide cost effective and easy-to-install protection from falls through skylights. Skylight screens that are designed and installed by Flexible Lifeline Systems are OSHA compliant, provide protection against legal liability, and do not penetrate the roof or skylight curb membranes, thereby maintaining the integrity of the roof warranty.

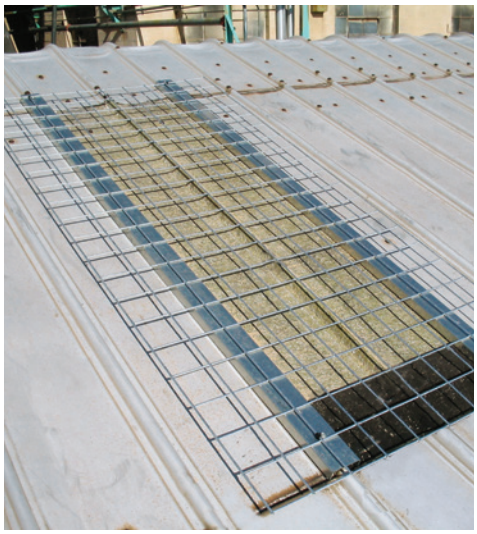
SKYLIGHT SCREEN BENEFITS

- **Safety** Skylight Screens eliminate the danger of falls through unguarded skylights.
- **Non-Penetrating** Patented installation system will not affect the integrity of the roof.
- **Adaptable** FLS Skylight Screens are available in a variety of sizes, shapes, and material to fit almost any roof opening.
- **Durable** Skylight Screens are available in galvanized or stainless steel.
- **OSHA Compliant** Meets the standards set by 1910.28(b)(3)(i) and CFR 1926.501.
- **Affordable** Skylight screens are a cost effective fall safety solution.

FLS SCREEN®

SKYLIGHT SCREENS

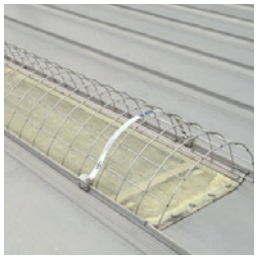




SKYLIGHT SCREEN STYLES

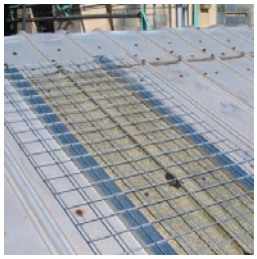
Curb Style Skylight Screen

This metal screen system attaches to the outer frame of curb-mounted commercial skylights . They come in a full range of sizes and can accommodate skylights as small as 12 x12 inches or as large as 70 x 120 inches.



Standing Seam Skylight Screen

Standing Seam Screens are 24” wide x 120” long. This system features a unique installation that uses clamps that attach to the standing seam instead of using penetrating fasteners.



Rib/Corrugated Skylight Screen

Rib/Corrugated Screens are 36” wide x 120” long. This system attaches to the metal rib/corrugated building structure using two support channels centered on the skylight for secure installation.

FLS SCREEN

PART IV

GENERAL CONDITIONS

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END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda
Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement
The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment
The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder
An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds
Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day
A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order
A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT’S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the “Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

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

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will 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 or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR’S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions
If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review
CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change
If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments
In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties 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.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. 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 enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR’S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 <u>Unit Prices</u>

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum
By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee
On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs
Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs
Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 <u>Costs of Officers and Executives</u>

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office
Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense
Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance
Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence
Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs
Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 <u>Waivers of Mechanic's Lien</u>

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the

Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order,

but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and

CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies

available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105

Return this Worksheet To: dbsbids@garlandind.com **or** **(216) 883-2055 (Fax)**

Submission of this form acknowledges receipt and acceptance of:

1. All standard Garland details and specifications.
2. Prevailing Wage Rates; if applicable
3. Project specific specifications, drawings, and details.
4. Subcontractor is **only** responsible to insure the value of the non-Garland Materials & Labor.
   PLEASE NOTE: The Garland Materials will be purchased directly by the Customer
5. All on-site tradesmen must have a background check and valid I-9 certificates on file. These documents for review upon request.
6. Defualt payment terms are 2% at 10 days, Net 45 Days
7. DBS will purchase Garland Material based on the material quantities provided herein. Additional Garland Materials or other manufacturer's materials necessary to complete the project will be the Subcontractor's obligation. Please provide breakdown to assist tracking of Non Garland material
8. Workmanship Warranties will **not** extend beyond five (5) years.

Submit with this Project Cost proposal:

1. Garland Material List with all quantities, unit sizes, & coverage rates (Subcontractors are responsible to obtain material lists, data sheets, and product costs from Garland Rep)
2. Any qualifications/exclusion to Subcontractor's price proposal.

Awarded subcontractor must submit:

1. Site Specific Safety Plan and OSHA 300 log.
2. Equipment list and selected Waste Hauler's License (State or Local).
3. Certificate of Insurance – listing Garland/DBS, Inc. and the project Owner as additional insured's.
4. All licenses and permits.
5. Tax exempt status and sales tax requirements.
6. E-Verify Account Information

CONTRACTOR'S NAME:			
Contractor License Number: If Applicable		**Expiration:**	
License Type:		**Qualifier:**	
ADDRESS (CITY, STATE, & ZIP CODE):			
TELEPHONE:		**CELL:**	
CONTACT PERSON:			
CONTACT E-MAIL ADDRESS:			
PROJECT NAME:			
ADDRESS (CITY, STATE, & ZIP CODE):			
GARLAND REPRESENTATIVE:			
PROJECT SQUARE FOOTAGE:			

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DBS PROPOSAL #:

SUBCONTRACTOR AFFIRMATION:

Does your proposal comply with Garland's standard published application procedures?

☐ YES ☐ NO

Does your proposal comply with Garland's standard published details?

☐ YES ☐ NO

Is your proposal based upon DBS's Continuing Services Agreement?

☐ YES ☐ NO

Is your proposal based upon DBS Inc's General Conditions & Acknowledgements (Page1)?

☐ YES ☐ NO

Is your proposal based upon Prevailing Wages?

☐ YES ☐ NO

Are you using any subs or material suppliers? If yes, please list all potential below:

☐ YES ☐ NO

Subs/Suppliers:

This is for Reference only. Please include all Sub/Material pricing in the breakdown on page 3.

Name of Sub/Supplier	Estimated Value

*If more sub/suppliers are needed, please include in a separate attachment.

SUBCONTRACTOR CLASSIFICATION (Check All That Apply):

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☐ **Women-Owned Business (WOB)**

☐ **Small Business**

☐ **Large Business (None of the Above)**

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CONTRACTOR'S NAME:	
DBS PROPOSAL #:	

BID BREAKDOWN BY KEY COMPONENTS:

NON-GARLAND ROOF MATERIALS:	
ROOFING LABOR:	
NON-ROOFING LABOR:	
NON-ROOFING MATERIALS:	
PERMITS:	
SALES TAX - NON-GARLAND MTLS:	
TOTAL SUBCONTRACTOR BID PRICE:	$ -
GARLAND MATERIALS BY DBS:	DBS TO FIGURE DOLLAR AMOUNT / PROVIDE MATERIAL QTY ONLY

SUBCONTRACTOR QUOTE MUST BE GOOD FOR 90 DAYS. IF SUBCONTRACTOR CAN HOLD PRICING FOR LONGER, PLEASE FILL-IN TOTAL NUMBER OF DAYS:

[ ] DAYS

PROPOSALS WILL BE EVALUATED ON A COMBINATION OF THE BASE BID PROPOSAL, RESPONSIVENESS TO THE BID DOCUMENTS, AND MARK-UP FOR UNANTICIPATED CHANGE ORDERS, PLEASE PROVIDE YOUR CHANGE ORDER MARK-UPS BELOW:

[ ] OVERHEAD [ ] PROFIT

List All Addendums Included:
If applicable

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Cleveland, OH 44105

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CONTRACTOR'S NAME:	
DBS PROPOSAL #:	

PROJECT DETAILS & MEASUREMENTS:

Current Roof System(s):			
Total Roof Square Footage:		**# of Roof Areas:**	
Roof Height (# of Stories):		**# of Roof Drains:**	
Roof Deck Type:		**Square Footage of Flashings:**	
# of Scuppers:		**# of Roof Penetrations:**	
Current Roof Slope:		**# of Roof Levels:**	
Anticipated Working Days:		**Anticipated Start Date:**	

METAL STRETCH-OUT DETAILS: For Reference Only, Contractor Still Responsible for Material Qty

BREAK METAL DESCRIPTION	*LINEAR FEET*	*WIDTH OF PIECE*	# OF BENDS	*TYPE OF BREAK METAL*

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Cleveland, OH 44105

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CONTRACTOR'S NAME:

DBS PROPOSAL #:

LINE ITEM PRICING FOR ANTICIPATED UNFORESEEN SITE CONDITIONS:

LINE ITEM DESCRIPTION	PRICE PER UNIT	*UNIT SIZE*
Wood Blocking (Nailer) Replacement		
Additional Insulation Replacement		
Decking Replacement		

CERTIFICATION OF BID INFORMATION:

I certify that I have reviewed and stand behind our Cost Proposal and Garland material quantities. I have incorporated the application procedures, project details and specifications, Continuing Service Agreement, and insurance requirements, in their entirety, into our cost proposal. This Cost Proposal includes all costs necessary to complete this project.

Contractor Name:

Responsible Party's Name & Title:

Responsible Party's Signature:

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Cleveland, OH 44105

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CONTRACTOR'S NAME:

DBS PROPOSAL #:

GARLAND MATERIAL LIST & SUBCONTRACTOR's REQUIRED QUANTITIES

PRODUCT NAME & PRODUCT NUMBER	Coverage Rate / Unit Size	*QUANTITY REQUIRED*

OTHER MATERIALS (Manual Entry): (Not Automated Calculated in Garland Amount)

The Garland Company, Inc.

Roof Asset Management Program

RAMP

LFUCG - MRF Building - 2022 Roofing Project - Addendum #1

Prepared By

Zach Hadden & Rick Sunderman

Prepared For

Bidding Contractors

November 11, 2021

Table of Contents

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DBS+Bid+Form - MRF Revised.pdf....10

<u>Addendum #1</u>
11/11/21

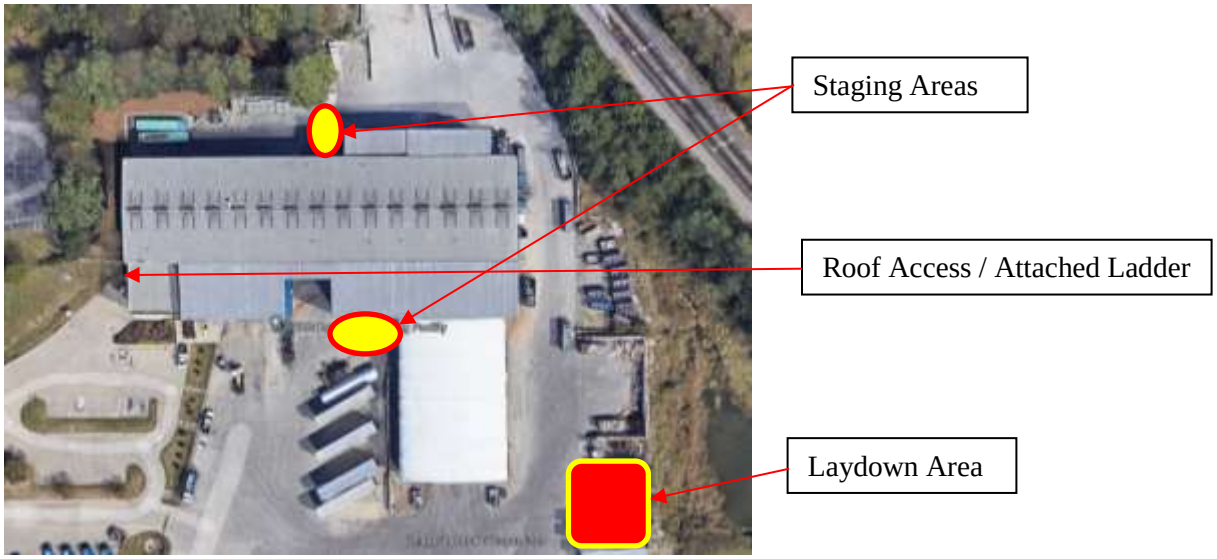
Project: **LFUCG: MRF Building – 2022 Liquid Applied Roofing Project**

1. Pre-bid meeting sign in sheet attached.
2. Revised Scope of Work document attached.
    a. Minor edits made to correct some verbiage.
3. Revised Bid Form attached.
    a. Required unit costs added.
4. Garland/DBS expects to have received a Po form the Owner by December 2021 and Garland/DBs will issue their NTP to the contractor soon after.
5. Onsite construction activity can not start until March 15, 2022.
6. Substantial Completion on June 1, 2022, and Final Completion (including all closeout) on June 30, 2022.
7. Winning contractor will need to provide a construction phasing plan to Garland / DBS.
8. Contractor is responsible for receiving all shipped material. Contractor is responsible for securing their materials and equipment. LFUCG will not be responsible for either.
9. If project has not begun on site by March 31st, 2022 the contractor will be expected to store the Garland materials at their location prior to the project start. The liquid materials must be stored in conditioned space.
10. The Garland materials must ship to the jobsite or to the contractors' warehouse before March 31, 2022.
11. Entry to the facility through the main gate will be permitted between 5am – 4pm. You may exit the facility gate after 4pm but re-entry may not be permitted without prior authority by the owner.
12. Last day for questions is 11-11-2022 end of business. Answers will be provided via written addendum by 11-15-2022 end of business.
13. The contractor shall be responsible for both the safety within their construction site, for their own clean up, and shall be responsible for any damages they cause. Any fallen debris should be cleaned up immediately by the contractor.
14. Any work that may cause interior hazards is to be performed on Wednesday's if not otherwise coordinated with the Owner.
15. No smoking permitted on site.
16. Contractor to provide their own portable toilet.
17. Each exposed fastener is to be top dressed with a heavy dab of Tuff Stuff MS sealant. The existing sealant at exposed fasters does not need removed if tightly adhered to the metal substrate after power washing the roof.
18. There are 11 vent pipe penetrations that are to be removed and patched per detail A2.1 and any other unused pipe penetrations.
19. At each removed gravity vent, removed skylight, & removed pipe penetrations:
    a. Provide and install a thermal barrier sheet from purlin to purlin attached with self-adhering tape to the purlin form the roof side. Protect and reuse thermal block (if existing) at purlin.
    b. Then provide and install one layer of loose laid R-13 fiberglass batt insulation (un-faced) between purlins on top of the thermal barrier sheet.

Addendum #1
11/11/21

c. Then provide and install one layer R-13 fiberglass batt insulation (un-faced) overlapping each purlin. This layer of insulation will be sandwiched between the new sheet metal components to insure attachment.

20. Contractor may use the owner's water access next to the attached ladder as long as conservation methods are responsibly managed. Owner reserves the right to stop water usage for excessive use or if conservation methods are not adhered to.
21. Garland will perform a post repair inspection before any further prep / coating work is authorized to be completed.
22. Staging & Laydown Areas for the project are as marked below. No egress may be blocked by anything in the staging or laydown areas. Flagging should be provided around all staging and laydown areas when in use.



23. The following unit costs are to be provided per the revised DBS Bid form.
    a. Metal roof panel replacement per sq. ft.
    b. Metal Z closure replacement per each
    c. Application of Rust Go Primer @ 0.25 gal. / 100 sf over metal roof panels, per sq. ft.
    d. Gutter Rust Treatment per Lineal Foot of existing gutter. (Removing all loose rust, Application of Rust Go Primer @ 0.25 gal. / 100 sf over the interior horizontal sheet metal and 1 inch up the sides of the interior of the existing exterior gutters, & Top coating the primer with one coat of Rust Go VOC Top Coat @ 0.5 gal. / 100 sf.)
    e. New Shed Ridge metal flashing and removing existing. To be 24 ga G90 galvanized sheet metal mill finish and related sealants. Per Lineal Foot.
    f. Batt Insulation per sf (2 layers of R13 unfaced fiberglass with a thermal sheet barrier)

End of Addendum #1

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND BUILDING ENVELOPE SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

LFUCG – MRF Roof Project

Summary:

The general scope of this project is to install a Liquid Applied Roof waterproofing system over the existing standing seam roof system after preparing the existing system to allow for proper attachment /adhesion of the new roof system. The system will comprise of a primer and 2 coats of the roof coating. The existing gutters are to be clean, prepared, and each seam to receive liquid mastic as maintenance. The existing internal gutter is to be lined with the specified membrane and terminated into the existing sheet metal. All roof penetrations not in use are to be removed and patched over as well as the existing skylights – prior to the roof coating being installed.

SYSTEM DESCRIPTION

The CPR system is a fluid-applied, elastomeric rubber membrane system for weatherproofing metal substrates. By combining multiple coats of CPR Base Coat, CPR White Coating with CPR Seam Sealer and metal seam reinforcement fabric, the CPR system cures to a durable, weatherproof, and fully-adhered elastomeric membrane. Once applied, the CPR system provides the basis for a sustainable roof system that is easily maintained. The long-term cost benefits offered by this technology include lower life-cycle costs and energy savings.

MATERIALS

1. Coating: CPR Base, CPR White Coating
2. Primer: Rust-Go™ Primer, if required
3. Sealer: CPR Seam Sealer BG, CPR Seam Sealer TG
4. Fabric Reinforcement: Grip Polyester™ Soft
5. Cleaning Solution: Simple Green® Oxy Solve

APPLICATION EQUIPMENT

1. 3/8" (10 mm) shed resistant nap roller
2. Wet mil gauge
3. Spray Equipment

Scope of Work:

Repair
Base Bid

1. All necessary field and flashing repairs must be done according to good construction practices, including replacement of all metal that is deemed unsalvageable or unsafe.
2. All panel fasteners must be checked and any loose fasteners must be tightened or, if necessary, replaced with oversized fasteners with neoprene washers. Missing fasteners must be replaced.
3. Stitch-fasten side or end lap metal panel gaps opening more than 1/8" wide.
4. Repair gaps, holes and joints in the metal roof with appropriate patching materials.
5. Completely remove existing seam coatings, mastics and sealants. All roof areas must promote positive drainage.
6. Ensure gutters, penetrations and structures are firmly secured, watertight and in good working condition.

Ridge

Base Bid

1. Remove all gravity vents and ridge sheet metal.
2. Provide and install fiberglass insulation with an applied vapor barrier sheet matching the thickness of the existing insulation in adjacent metal panel areas. Install appropriate tape to tie into existing insulation.
3. Install a self adhering high temperature underlayment over the entire ridge covering all openings and covering the entire area to be covered with new sheet metal trim.
4. Replace all existing sealants with Butyl sealant for concealed sealants and Tuff Stuff MS sealant for exposed sealants including sealants around all closures and sheet metal laps.
5. Install new ridge sheet metal trim – exact size of new ridge to match the line of where the gravity vents were attached.
6. Attach the new ridge trim into the top of the standing seam ribs per the provided detail.

Alt #1 (deduct)

1. Gravity vents to stay in place as well as existing ridge trim.
2. Clean & prep. all sheet metal per preparation steps listed below.
3. Replace all existing sealants with Butyl sealant for concealed sealants and Tri-polymer sealant for exposed sealants including sealants around all closures and sheet metal laps.
4. Install CPR Seam Sealer and mesh at all sheet metal laps and sheet metal transition from gravity vent to ridge trim.

Skylight Removal

Base Bid

1. Remove the components that attach the existing fiberglass skylight panels and keep for reinstallation.
2. Dispose of all fiberglass sheets.
3. Fabricate a 24 ga galvanized panel to match the profile of the removed fiberglass sheet.
4. Install the new steel sheet in the same manner that the original fiberglass panel was installed using the original hardware and components – with new fasteners. Install using Butyl sealant setting the new sheet metal in a bed of sealant where it contacts any/all original metal components.
5. After installed - Install a three course detail of CPR TG and Grip Poly Soft 6'' mesh or install one layer of 4'' UniBond self adhering tape and top cover with CPR BG covering the tape 1'' on each side. Continue with installation of CPR base and top coat after inspected.
6. At each replaced panel paint the perimeter of the replaced panel area with safety yellow paint, a 4'' band around the perimeter & stenciled letters, "KEEP OFF".

Alt #2 (add)

1. Provide an alternate price to provide & install an galvanized steel skylight flat grating that attaches with S5! Clamps onto the ribs of the roof panel to prevent any foot traffic on the replaced panel.
    a. This work should be completed after the 1st and 2nd field coat of CPR is installed.

Exterior Gutter Seams:

Base Bid

1. Clean all gutters including washing them out.
2. Prepare each flashing seam by removing any loose rust, prime with Rust Go primer.
3. Reseal each flashing seam with a heavy but smoothed down bead of Tuff Stuff MS Sealant.

Internal Gutter System:

Base Bid

1. Clean the internal gutter by washing it out and removing and loose debris.
2. Prepare the gutter by removing any loose rust, prime with Rust Go Primer.
3. Adhere a new formed gutter liner using Greenweld PVB membrane the same size and profile as the existing gutter.
4. The new gutter liner material is reinforced with an aluminum scrim and can be formed using a sheet metal break to form the liner to match the existing gutter size and profile. The new liner should run up to the underside of the roof panel on the metal roof side and on the parapet wall side it should be a minimum of 12 inches tall.
5. The liner is installed using Greenlock Structrual Adhesive – tubes- in an 8'' ribbon pattern on the bottom and sides of the gutter. Each seam is to be heat welded with a 3 inch welded lap.
6. Use the Greenweld PVB membrane to fabricate end caps as needed.
7. The membrane should not be cut for downspouts until in the field. Cut a small 1 inch hole in the membrane at each downspout and form the membrane down into the downspout similar to as you would a lead sheet metal flashing.
8. Apply a ¼'' bead of Greenlock Structural Adhesive to all seams as a lap sealant similar to a single ply membrane.
9. Terminate the liner with a continuous termination bar on all sides, set in continuous butyl tape with fasteners in each punched opening, minimum 8'' OC.

10. Apply a bead of Greenlock SA on the leading edge of the termination bar.
11. Do not Top Coat the new liner with any coatings.

Preparation

Base Bid

1. Confirm local water run-off ordinances and restrictions prior to cleaning roof.
2. Carefully powerwash all roof surfaces with greater than 2,000 psi pressure to remove debris, rust, scale, dirt, dust, chalking, peeling, flaking coatings, etc. Do not force water into the roof system or damage roof surfaces.
3. Remove algae, mildew or fungus with Simple Green Oxy Solve. Rinse at least twice to be sure all cleaning agents or contaminants are completely removed to prevent adhesion issues.
4. Rust must be removed using the most rigorous method suitable for each particular job to ensure substrate is smooth and free of loose rust. Jet water blasting, sand blasting, grit blasting and/or power wire brushing is effective.
5. Wipe galvanized metal surfaces clean with MEK prior to application.
6. If the roof surface becomes contaminated with dirt, dust or other contaminants at any time during the application of the Cool-Sil HS system, then cleaning measures must be taken to restore the surface to a suitable condition.
7. Ensure roof is dry prior to product application.

Priming

Rust and oxidation must be removed by the most rigorous method suitable for the particular project. After rust or oxidation has been removed, rusted surfaces should be primed with Rust-Go Primer immediately after cleaning to prevent rust or oxidation from reoccurring. Rust-Go Primer should be applied at the rate of 0.25 gallon per 100 sq. ft. (0.11 l/m2) over the rusted areas. Rust-Go Primer must only be used after proper and thorough preparation of the surface to be primed..

Base Bid – include priming entire metal surfaces with Rust Go primer at 0.25 gallon per 100 sq. ft.
Alt #3 (Deduct)– provide a deductive price to only prime the rusted surfaces (pending results of adhesion testing by Garland)

Application of CPR Metal Restoration System

Base Bid – including all steps below

Fasteners

Create a watertight seal on all fastener heads by applying a heavy dab of Tuff-Stuff® MS polyurethane sealant.

Treatment of Sheet Metal Trim Laps & Penetrations

(areas to be addressed included all ridge sheet metal seams, shed ridge sheet metal seams, all penetrations, seams between ridge trim and gravity vents, etc)

Application of 3-course CPR – Brush Grade

1. Always begin with flashing seams and details.
2. Determine where the first run of 6 in. (150 mm) wide Grip Polyester Soft reinforcement will be started and verify the surface is clean. For other details requiring reinforcement (such as drains, penetrations or curbs), 12”, 38” and 40” wide fabric reinforcement is available.
3. Position Grip Polyester Soft to roll out, apply coating at 3.0 gal/100 sq. ft. (1.22 L/m2) extending 4 in. (100 mm) on each side of lap to where the reinforcement is to be applied. Immediately roll reinforcement into the coating and completely saturate surface, ensuring full encapsulation of fabric without pinholes, voids, openings or vertical fibers.
4. Allow the product to cure before applying field coating.

Treatment of Metal Panel Side Laps

On any un-crimped or damaged metal panel side laps, apply CPR Brush Grade 8 in. (200 mm) wide over the center of the lap.

Metal Field Coating

1. Prior to field coating application, the local Garland Representative needs to complete an inspection of all treated seams and details.
2. Apply a base coating of CPR coating in a uniform manner at minimum application rate of 1.5 gal. /100 sq. ft. (0.61 l/m²) over the entire roof surface, including all flashings. Allow to cure thoroughly, but no more than 72 hours.
3. Apply a top coating of CPR coating in a perpendicular direction over base coat at 1.5 gal./100 sq. ft. (0.61 l/m²).

INSPECTION

Inspect entire roof area and touch up deficient areas with additional CPR Coating as necessary to ensure complete and uniform coverage. Solvent wipe coating with acetone or MEK if it is exposed over 72 hours prior to over coating. Special attention should be given to critical areas of roof, including roof penetrations, transitions, existing membrane seams, flashings and drains.

Exclusions:

This project specifically does not include:

1. Replacement of any sheet metal components other than those listed in this package.
2. Sandblasting or shot blasting of the existing roof system.
3. Replacement of any gutters or downspouts.

Sign In Sheet

Zach Hadden	The Garland Co.	zhadden@garlandind.com
Rick Sunderman	The Garland Co.	rsunderman@garlandind.com
Barry Prater	LEX-MRF	bprater2@lexingtonky.gov.
George Milligan	LFUCG-EQPW	gmilligan@lexingtonky.gov
Logan Sturt	American	lsturt@americanroofing[illegible]
Colby Larkin	Swift Roofing	clarkin@swiftroofing.net
Ty Konkle	Eskola, LLC	Ty@eskolaroofing.com
Scott Shaw	Eskola, LLC	sshaw@eskolaroofing.com
CHRIS LITTON	LFUCG	clitton@lexingtonky.gov

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4. All licenses and permits.
5. Tax exempt status and sales tax requirements.
6. E-Verify Account Information

CONTRACTOR'S NAME:			
Contractor License Number: If Applicable		**Expiration:**	
License Type:		**Qualifier:**	
ADDRESS (CITY, STATE, & ZIP CODE):			
TELEPHONE:		**CELL:**	
CONTACT PERSON:			
CONTACT E-MAIL ADDRESS:			
PROJECT NAME:			
ADDRESS (CITY, STATE, & ZIP CODE):			
GARLAND REPRESENTATIVE:			
PROJECT SQUARE FOOTAGE:			

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DBS PROPOSAL #:

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☐ YES ☐ NO

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☐ **HUBZone Business**

☐ **8(a) Certified Business**

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DBS PROPOSAL #:	

BID BREAKDOWN BY KEY COMPONENTS:

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ROOFING LABOR:	
NON-ROOFING LABOR:	
NON-ROOFING MATERIALS:	
PERMITS:	
SALES TAX - NON-GARLAND MTLS:	
TOTAL SUBCONTRACTOR BID PRICE:	$ -
GARLAND MATERIALS BY DBS:	DBS TO FIGURE DOLLAR AMOUNT / PROVIDE MATERIAL QTY ONLY

SUBCONTRACTOR QUOTE MUST BE GOOD FOR 90 DAYS. IF SUBCONTRACTOR CAN HOLD PRICING FOR LONGER, PLEASE FILL-IN TOTAL NUMBER OF DAYS:

DAYS

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OVERHEAD PROFIT

List All Addendums Included:
If applicable

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105

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DBS PROPOSAL #:	

PROJECT DETAILS & MEASUREMENTS:

Current Roof System(s):			
Total Roof Square Footage:		**# of Roof Areas:**	
Roof Height (# of Stories):		**# of Roof Drains:**	
Roof Deck Type:		**Square Footage of Flashings:**	
# of Scuppers:		**# of Roof Penetrations:**	
Current Roof Slope:		**# of Roof Levels:**	
Anticipated Working Days:		**Anticipated Start Date:**	

METAL STRETCH-OUT DETAILS: For Reference Only, Contractor Still Responsible for Material Qty

BREAK METAL DESCRIPTION	*LINEAR FEET*	*WIDTH OF PIECE*	# OF BENDS	*TYPE OF BREAK METAL*

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105

Return this Worksheet To: dbsbids@garlandind.com or (216) 883-2055 (Fax)

CONTRACTOR'S NAME:

DBS PROPOSAL #:

LINE ITEM PRICING FOR ANTICIPATED UNFORESEEN SITE CONDITIONS:

LINE ITEM DESCRIPTION	PRICE PER UNIT	*UNIT SIZE*
Metal Roof Replacement		Square Ft
Metal Z Closure Replacement		Each
Application of Rust Go Primer		Square Ft
Gutter Rust Treatment		Linear Ft
New Shed Ridge metal flashing		Linear Ft
Battern Insulation		Square Ft

CERTIFICATION OF BID INFORMATION:

I certify that I have reviewed and stand behind our Cost Proposal and Garland material quantities. I have incorporated the application procedures, project details and specifications, Continuing Service Agreement, and insurance requirements, in their entirety, into our cost proposal. This Cost Proposal includes all costs necessary to complete this project.

Contractor Name:

Responsible Party's Name & Title:

Responsible Party's Signature:

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105

Return this Worksheet To: dbsbids@garlandind.com or (216) 883-2055 (Fax)

CONTRACTOR'S NAME:

DBS PROPOSAL #:

GARLAND MATERIAL LIST & SUBCONTRACTOR's REQUIRED QUANTITIES

PRODUCT NAME & PRODUCT NUMBER	Coverage Rate / Unit Size	*QUANTITY REQUIRED*

OTHER MATERIALS (Manual Entry): (Not Automated Calculated in Garland Amount)

PART IV

GENERAL CONDITIONS

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END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda
Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement
The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment
The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder
An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds
Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day
A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order
A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

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

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will 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 or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions
If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review
CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change
If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments
In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties 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.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. 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 enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 <u>Unit Prices</u>

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum
By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee
On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs
Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs
Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office
Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense
Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance
Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence
Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs
Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 <u>Waivers of Mechanic's Lien</u>

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the

Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order,

but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and

CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies

available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

EXHIBIT C

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND

2. PAYMENT BOND

SAMPLE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

a_____,
hereinafter
(Corporation, Partnership, or Individual)

called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of _____ Dollars, ($_____), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for the **Material Recovery Facility (MRF) Roof Restoration** in accordance with drawings and specifications prepared by: **Garland/DBS Inc.** which Contract is by reference made a part hereof, and is hereinafter referredto as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in_____each one of which shall be

(number)

deemed an original, this the_____day of_____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

BY:_____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____

_____
Surety

ATTEST:

BY: _____
Attorney-in-Fact

_____
(Surety) Secretary

_____
(Address)

_____

(SEAL)

_____
Witness as to Surety

_____
(Address)

_____

TITLE: _____

_____

Surety

_____

BY: _____

TITLE: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

a_____,
hereinafter
(Corporation, Partnership, or Individual)

called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of _____ Dollars ($_____) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for the **Material Recovery Facility (MRF) Roof Restoration** in accordance with drawings and specifications prepared by: **Garland/DBS Inc.** which Contract is by reference made a part hereof, and is hereinafter referredto as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

   (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of

(number)

which shall be deemed an original, this the_____day of_____, 20_____.

ATTEST:

_____
(Principal)

_____
(Principal) Secretary

(SEAL)

BY:_____(s)

_____
(Address)

_____

_____
(Witness to Principal)

_____
(Address)

_____

_____
(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact)

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
(Address)

_____

_____
(Address)

_____

_____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

EXHIBIT D
SPECIAL CONDITIONS

1 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION

2 WAGE SCALE (if applicable)

3 WEATHER RELATED DELAYS

1. RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100,000.00
Excess/Umbrella Liability	$5 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00357187

2. WAGE SCALES – not applicable.

3. WEATHER RELATED DELAYS

A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.

B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.

C. Time granted for weather delays shall be requested on a monthly basis.

D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatography ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using >= 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

END OF SECTION

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

This Contract made and entered into this 27 day of September. 2019, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # PW1925: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted September 4, 2019) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: October 15, 2019, to October 14, 2024, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: _____
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

BY: _____
Wendy M. Christensen 9/25/19
Racine County Clerk

GARLAND/DBS Inc.

BY: _____
David M. Sokol, President

Date 9-27-19
Certified to be correct as to form
By _____
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

_____ 9/27/19
Sign Date

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

LFUCG MRF Building
The City of Lexington
360 Thompson Rd.
Lexington, KY 40508

Date Submitted: 11/29/2021
Proposal #: 25-KY-211147
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Repair

1. All necessary field and flashing repairs must be done according to good construction practices, including replacement of all metal that is deemed unsalvageable or unsafe.
2. All panel fasteners must be checked and any loose fasteners must be tightened or, if necessary, replaced with oversized fasteners with neoprene washers. Missing fasteners must be replaced.
3. Stitch-fasten side or end lap metal panel gaps opening more than 1/8" wide.
4. Repair gaps, holes and joints in the metal roof with appropriate patching materials.
5. Completely remove existing seam coatings, mastics and sealants. All roof areas must promote positive drainage.
6. Ensure gutters, penetrations and structures are firmly secured, watertight and in good working condition.

Scope of Work: Ridge

1. Remove all gravity vents and ridge sheet metal.
2. Provide and install fiberglass insulation with an applied vapor barrier sheet matching the thickness of the existing insulation in adjacent metal panel areas. Install appropriate tape to tie into existing insulation.
3. Install a self adhering high temperature underlayment over the entire ridge covering all openings and covering the entire area to be covered with new sheet metal trim.
4. Replace all existing sealants with Butyl sealant for concealed sealants and Tuff Stuff MS sealant for exposed sealants including sealants around all closures and sheet metal laps.
5. Install new ridge sheet metal trim – exact size of new ridge to match the line of where the gravity vents were attached.
6. Attach the new ridge trim into the top of the standing seam ribs per the provided detail.

Alt #1

1. Gravity vents to stay in place as well as existing ridge trim.
2. Clean & prep. all sheet metal per preparation steps listed below.
3. Replace all existing sealants with Butyl sealant for concealed sealants and Tri-polymer sealant for exposed sealants including sealants around all closures and sheet metal laps.
4. Install CPR Seam Sealer and mesh at all sheet metal laps and sheet metal transition from gravity vent to ridge trim.

Scope of Work: Sky Light removal

1. Remove the components that attach the existing fiberglass skylight panels and keep for reinstallation.
2. Dispose of all fiberglass sheets.
3. Fabricate a 24 ga galvanized panel to match the profile of the removed fiberglass sheet.
4. Install the new steel sheet in the same manner that the original fiberglass panel was installed using the original hardware and components – with new fasteners. Install using Butyl sealant setting the new sheet metal in a bed of sealant where it contacts any/all original metal components.
5. After installed - Install a three course detail of CPR TG and Grip Poly Soft 6'' mesh or install one layer of 4'' UniBond self adhering tape and top cover with CPR BG covering the tape 1'' on each side. Continue with installation of CPR base and top coat after inspected.
6. At each replaced panel paint the perimeter of the replaced panel area with safety yellow paint, a 4'' band around the perimeter & stenciled letters, "KEEP OFF".

Alt #2

1. Provide an alternate price to provide & install an galvanized steel skylight flat grating that attaches with S5! Clamps onto the ribs of the roof panel to prevent any foot traffic on the replaced panel.
   a. This work should be completed after the 1st and 2nd field coat of CPR is installed.

Scope of Work: Exterior Gutter Seams

1. Clean all gutters including washing them out.
2. Prepare each flashing seam by removing any loose rust, prime with Rust Go primer.
3. Reseal each flashing seam with a heavy but smoothed down bead of Tuff Stuff MS Sealant.

Scope of Work: Internal Gutter Seams

1. Clean the internal gutter by washing it out and removing and loose debris.
2. Prepare the gutter by removing any loose rust, prime with Rust Go Primer.
3. Adhere a new formed gutter liner using Greenweld PVB membrane the same size and profile as the existing gutter.
4. The new gutter liner material is reinforced with an aluminum scrim and can be formed using a sheet metal break to form the liner to match the existing gutter size and profile. The new liner should run up to the underside of the roof panel on the metal roof side and on the parapet wall side it should be a minimum of 12 inches tall.
5. The liner is installed using Greenlock Structrual Adhesive – tubes- in an 8'' ribbon pattern on the bottom and sides of the gutter. Each seam is to be heat welded with a 3 inch welded lap.
6. Use the Greenweld PVB membrane to fabricate end caps as needed.

7. The membrane should not be cut for downspouts until in the field. Cut a small 1 inch hole in the membrane at each downspout and form the membrane down into the downspout similar to as you would a lead sheet metal flashing.
8. Apply a ¼'' bead of Greenlock Structural Adhesive to all seams as a lap sealant similar to a single ply membrane.
9. Terminate the liner with a continuous termination bar on all sides, set in continuous butyl tape with fasteners in each punched opening, minimum 8'' OC.
10. Apply a bead of Greenlock SA on the leading edge of the termination bar.
11. Do not Top Coat the new liner with any coatings.

Scope of Work: Preparation

1. Confirm local water run-off ordinances and restrictions prior to cleaning roof.
2. Carefully powerwash all roof surfaces with greater than 2,000 psi pressure to remove debris, rust, scale, dirt, dust, chalking, peeling, flaking coatings, etc. Do not force water into the roof system or damage roof surfaces.
3. Remove algae, mildew or fungus with Simple Green Oxy Solve. Rinse at least twice to be sure all cleaning agents or contaminants are completely removed to prevent adhesion issues.
4. Rust must be removed using the most rigorous method suitable for each particular job to ensure substrate is smooth and free of loose rust. Jet water blasting, sand blasting, grit blasting and/or power wire brushing is effective.
5. Wipe galvanized metal surfaces clean with MEK prior to application.
6. If the roof surface becomes contaminated with dirt, dust or other contaminants at any time during the application of the Cool-Sil HS system, then cleaning measures must be taken to restore the surface to a suitable condition.
7. Ensure roof is dry prior to product application.

Scope of Work: Priming

1. Loose Rust and oxidation must be removed by the most rigorous method suitable for the particular project. After loose rust or oxidation has been removed, ALL surfaces should be primed with Rust-Go Primer immediately after cleaning to prevent rust or oxidation from reoccurring. Rust-Go Primer should be applied at the rate of 0.25 gallon per 100 sq. ft. (0.11 l/m2) over the entire roof and all sheet metal components. Rust-Go Primer must only be used after proper and thorough preparation of the surface to be primed.
2. Include priming entire metal surfaces with Rust Go primer at 0.25 gallon per 100 sq. ft.

Alt #3

1. Provide a deductive price to only prime the rusted surfaces (pending results of adhesion testing by Garland)

<u>Application of CPR Metal Restoration System</u>

Base Bid - including all steps below
Fasteners

1. Create a watertight seal on all fastener heads by applying a heavy dab of Tuff-Stuff® MS polyurethane sealant.

Treatment of Sheet Metal Trip Laps & Penetrations.

(areas to be addressed included all ridge sheet metal seams, shed ridge sheet metal seams, all penetrations, seams between ridge trim and gravity vents, etc)

Application of 3-course CPR - Brush Grade

1. Always begin with flashing seams and details.
2. Determine where the first run of 6 in. (150 mm) wide Grip Polyester Soft reinforcement will be started and verifythe surface is clean. For other details requiring reinforcement (such as drains, penetrations or curbs), 12”, 38” and 40” wide fabric reinforcement is available.
3. Position Grip Polyester Soft to roll out, apply coating at 3.0 gal/100 sq. ft. (1.22 L/m2) extending 4 in. (100 mm) on each side of lap to where the reinforcement is to be applied. Immediately roll reinforcement into the coating and completely saturate surface, ensuring full encapsulation of fabric without pinholes, voids, openings or vertical fibers.
4. Allow the product to cure before applying field coating.

Treatment of Metal Panel Side Laps

On any un-crimped or damaged metal panel side laps, apply CPR Brush Grade 8 in. (200 mm) wide over the center of the lap.

Metal Field Coating

1. Prior to field coating application, the local Garland Representative needs to complete an inspection of all treated seams and details.
2. Apply a base coating of CPR coating in a uniform manner at minimum application rate of 1.5 gal. /100 sq. ft. (0.61 l/m²) over the entire roof surface, including all flashings. Allow to cure thoroughly, but no more than 72 hours.
3. Apply a top coating of CPR coating in a perpendicular direction over base coat at 1.5 gal./100 sq. ft. (0.61 l/m²).

Inspection

Inspect entire roof area and touch up deficient areas with additional CPR Coating as necessary to ensure complete and uniform coverage. Solvent wipe coating with acetone or MEK if it is exposed over 72 hours prior to over coating. Special attention should be given to critical areas of roof, including roof penetrations, transitions, existing membrane seams, flashings and drains.

Exclusions

This project specifically does not include:

1. Replacement of any sheet metal components other than those listed in this package.
2. Sandblasting or shot blasting of the existing roof system.
3. Replacement of any gutters or downspouts.

Proposal Price Based Upon Market Experience:	**$**	**435,550**

<u>Garland/DBS Price Based Upon Local Market Competition:</u>

Eskola LLC.	**$**	**435,550**
Swift Roofing of E-Town	$	516,953
American Roofing & Metal Company, INC.	$	712,231

Alternate #1:

Eskola LLC.	**$**	**(8,116)**

Alternate #2:

Eskola LLC.	**$**	**36,166**

Alternate #3:

Eskola LLC.	**$**	**(11,407)**

Unforeseen Site Conditions: (Eskola)

Metal Roof Replacement	$	14.82	per Sq. Ft.
Metal Z Closure Replacement	$	7.98	each
Application of Rust Go Primer	$	3.99	per Sq. Ft.
Gutter Rust Treatment	$	5.13	per Ln. Ft.
New Shed Ridge metal flashing	$	13.68	per Ln. Ft.
Battern Insulation	$	5.70	per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. Garland/DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Antonio Montemarano

Antonio Montemarano
Garland/DBS, Inc.
(216) 430-3606

Exhibit G - Preliminary Schedule

MRF Roof Restoration

Task	Duration		Start	Finish
Advertise	13	Day	11/5/2021	11/18/2021
Pre-Bid Meeting	1	Day	11/8/2021	11/8/2021
Bids Due	**1**	**Day**	**11/18/2021**	**11/18/2021**
Bid Evaluation Recommendation	1	Days	11/23/2021	11/23/2021
Approved in Legistar Date	**1**	**Days**	11/29/2021	11/29/2021
Council WS	1	Day	12/7/2021	12/7/2021
Council 1st & 2nd Reading **(DOUBLE READING)**	1	Day	12/7/2021	12/7/2021
Purchase Order	10	Days	12/7/2021	12/17/2021
Construction	**195**	**Days**	**12/17/2021**	**6/30/2022**
Notice to Proceed	1	Day	12/7/2022	12/17/2022
Onsite Construction	107	Days	3/15/2022	6/30/2022
Substantial Completion	**1**	**Day**	**6/1/2022**	**6/1/2022**
Close Out	29	Days	6/1/2022	6/30/2022
Final Completion	**1**	**Day**	**6/30/2022**	**6/30/2022**