



Utility Committee Meeting Agenda

December 3, 2024 - 4:45 PM
A/B Conference Room
3805 S. Casper Drive

Published: November 26, 2024

Agenda Amended: December 02, 2024

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. October 15, 2024 Meeting Minutes
4. **NEW BUSINESS**
 - A. UT 18-24 – Recommend to the Common Council to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00.
 - B. UT 19-24 - Recommend to the Common Council to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00.
5. **OLD BUSINESS**
6. **CLOSED SESSION**
 - A. The matters to be discussed in closed session are as enumerated in Wisconsin Statutes Section 19.85(1)(e) : Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically:
 - B. Amendment of lease agreement with AT&T for the Calhoun Tower
7. **RECONVENE TO OPEN SESSION**
 - A. Discussion and possible action re: Amendment of lease agreement with AT&T for the Calhoun Tower.
8. **UPDATES**
9. **ADJOURN**

Additional Information

- The agenda packet with supplemental information related to the agenda items is available online at www.NewBerlinWi.gov. Once finalized by the governing body, approved meeting minutes are also posted online.
- The governing body may consider agenda items out of order
- Members, and potentially a quorum of other governmental bodies of the municipality, may be present at the meeting to gather information. No action will be taken by any governmental body other than the one referenced in this notice.

- With reasonable notice, accommodations will be provided under the Americans with Disabilities Act to meet the needs of individuals with disabilities through appropriate aids and services. For more information or to request assistance, please contact the Office of the City Clerk at (262) 786-8610.



Utility Committee MEETING MINUTES

October 15, 2024 - 4:45 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next scheduled meeting.

MINUTES

1. CALL TO ORDER

Aldersperson Harenda called the meeting to order at 4:45 PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Sarah Holtz took the roll call as follows:

Present: Aldersperson Hopkins, Aldersperson Harenda, Commissioner Nissen Jr., Commissioner Anderson, Aldersperson Kroupa
Staff Present: City Attorney Mark Blum, Utility Manager Alex Parker, Accounting Supervisor John Sughrue, Assistant Deputy City Clerk Sarah Holtz

3. APPROVAL OF MINUTES

A. September 24, 2024, Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Aldersperson Kroupa
Second by: Aldersperson Hopkins
Motion Passed 5-0

4. NEW BUSINESS

A. UT 14-24 - Discussion and possible approval on the proposed 2025 Water Utility Operating Budget

MOTION: Motion to Approve

VOTE: Motion by: Aldersperson Kroupa
Second by: Commissioner Anderson
Motion Passed 5-0

B. UT 15-24 - Discussion and possible approval on the proposed 2025 Water CIP Budget. Information included in the 2025 Water Utility Operation Budget

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Commissioner Nissen Jr.
Motion Passed 5-0

C. UT 16-24 - Discussion and possible approval on the proposed 2025 Wastewater Utility Operating Budget

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Commissioner Anderson
Motion Passed 5-0

D. UT 17-24 - Discussion and possible approval on the proposed 2025 Wastewater CIP Budget. Information included in the 2025 Wastewater Utility Operation Budget

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson Kroupa
Motion Passed 5-0

5. CLOSED SESSION

Information needed for this item was not received and the meeting did not go into Closed Session

A. The matters to be discussed in closed session are as enumerated in Wisconsin Statutes Section 19.85(1)(e) : Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically:

B. Amendment of lease agreement with AT&T for the Calhoun Tower

6. RECONVENE TO OPEN SESSION

Information needed for this item was not received and the meeting did not go into Closed Session

A. Discussion and possible action re: Amendment of lease agreement with AT&T for the Calhoun Tower

7. UPDATES

None

8. ADJOURN

MOTION: Motion to Adjourn at 5:04 PM

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Hopkins
Motion Passed 5-0

Respectfully Submitted,
Sarah Holtz
Assistant Deputy City Clerk

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Valley View Pumphouse Low-Slope Roof System Replacement

LOCATION: 5155 South Sunny Slope Road

REQUEST: Award Construction Contract to Lowest Responsive Bidder, Kaschak Roofing, Inc.

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Valley View Pumphouse Low-Slope Roof System Replacement

DATE STAFF REPORT CREATED: November 25, 2024

CUSTOMER/PROJECT NAME: Valley View Pumphouse Low-Slope Roof System Replacement

ISSUE/DESCRIPTION OF PROJECT: Roof System Replacement

REQUESTED ACTION:

Recommend to the Common Council to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00.

FISCAL IMPACT: \$34,900.00

SOURCE OF FUNDS: Water Capital Improvement Budget

RATIONALE:

The roof is leaking and in need of replacement.

PREVIOUS ACTION: N/A

FINDINGS: N/A

UTILITY MANAGER RECOMMENDATION: See Executive Summary

ATTACHMENTS: Bid Award Recommendation Letter

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract dated this 25th day of October, 2024 is between City of New Berlin ("Owner") and Kaschak Roofing, Inc. ("Contractor") and is binding among and between these parties as of the date of the Owner's signature.

RECITALS

The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

Owner: City of New Berlin
Contact: Alex Parker
Utilities Manager

Address: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151

Telephone: (262) 786-7076
Email: aparker@newberlinwi.gov

Contractor: Kaschak Roofing, Inc.
Contact: Nick Crego
Project Manager

Address: 2301 W. Purdue Street
Milwaukee, WI 53209

Telephone: (414) 916-4541
Email: info@kaschakroofing.com
FEIN: 80-0796210

PROJECT IDENTIFICATION

The Project is identified as:

PROJECT NAME: City of New Berlin Valley Pump House
Low-Slope Roof System Replacement

PROJECT NUMBER: 24QG10439

QUEST CDN NUMBER: 9328337

SITE ADDRESS(s): 5155 S. Sunny Slope Road, New Berlin, WI 53151

PROJECT DESCRIPTION

The project work shall include all labor, material and expenses necessary to remove the existing BUR low slope roof system on one (1) single story pump house along with installing a new adhered EPDM roof system that includes all related work, on the subject roof area "A" in the New Berlin Utility Department building profile. The new roof will receive new insulation, coverboard, membrane and flashings in the field as well as along parapet walls and transitions. All sheet metal items will also be replaced/added, including copings and scuppers. All work is to be performed according to the specifications designed by Roofing Consultants Ltd. dated September 16, 2024.



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

1 of 3

The Project Number (24QG10439) and Project Name (City of New Berlin Valley Pump House Low-Slope Roof System Replacement) also indicated above are required to be shown for identification purposes on all project-related material and documents including, but not limited to Notices, Change Orders, Submittals, Requests for Information, Requests for Quotes, Field Directives, Meetings Minutes, Correspondence, Schedule of Values and Certificate for Payment, Test Reports, and other related material.

After competitive bidding, the Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project ("the Project").

CONTRACT

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

- 1. STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials to perform all Project Work in strict accordance with the Contract Documents.
- 2. CONTRACT DOCUMENTS:**
 - a. This Contract between Owner and Contractor.
 - b. Specifications compiled by Roofing Consultants Ltd. Dated September 16, 2024. (Exhibit A)
 - c. Bid Form submitted by the Contractor dated October 11, 2024. (Exhibit B)
 - d. Addendum(s) dated October 25, 2024, which include the updated the City of New Berlin's General Terms & Conditions of Service and General Conditions of the Construction Contract. (Exhibit C)
 - e. Contractor's Insurance Certificate naming Owner as Additional Insured (Exhibit D)

All of these documents are incorporated herein by reference, and their use shall be governed by Section 2 of the General Conditions unless otherwise specified in the Supplemental General Conditions

- 3. TIME FOR COMPLETION**
 - a. The Work shall commence on a date to be specified in writing by the Contractor and approved by the Owner.
 - b. The Work shall be available for Substantial Completion no later than March 31, 2025.
 - c. The Work shall be finally completed within 10 days after Substantial Completion.
- 4. COMPENSATION TO BE PAID TO THE CONTRACTOR**
 - a. The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the following sum:

\$34,900.00
(Thirty Four Thousand, Nine Hundred and 00/100)
 - b. The above-listed amount includes a \$10,000 Contingency Fund that may be used for unforeseen circumstances. Use of the Contingency Fund must be approved in advance by the Owner or Consultant. Any unused portion of the Contingency Fund will be deducted from the Contract Amount.
 - c. Refer to Contractor's Bid Form (Exhibit B) for applicable unit pricing, which may apply to the contingency fund.
 - d. Permit fees are included in the above-listed amount.



5. PAYMENTS

- a. Advance payments will not be made by the Owner.
- b. Payment will not be made for materials stored but not yet installed.
- c. Upon substantial completion of the project the Contractor may submit an invoice for the completed work, including approved Contingency Fund expenses, less 10% retainage.
- d. Invoice will be submitted to Consultant. Consultant will confirm that the amount being requested is accurate and will approve or adapt the invoice as required.
- e. Lien waivers (Partial / Final) must be submitted with all progress invoices.
- f. Owner will issue payment for approved invoices within 14 days.
- g. Upon 100% satisfactory completion of the project work, approval by the Owner and Consultant and receipt of Manufacturer' Warranty and Contractor's Guarantee, the Contractor may submit an invoice for the full contract amount, including retainage less the initial payment, less any unused portion of the Contingency Fund.

6. CONTRACTUAL CLAIMS

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 39 of the General Conditions and the Supplemental General Conditions, if any. (Exhibit C)

- 7. IN WITNESS WHEREOF**, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed and original thereof.

Kaschak Roofing, Inc.

Contractor

By: _____

Signature in ink Date

Name: _____

Title: _____

Attest: _____

Signature in ink Date

Name: _____

(Print)

City of New Berlin

Owner

By: _____

Signature in ink Date

Name: _____

Title: _____

Attest: _____

Signature in ink Date

Name: _____

(Print)

- 8. CONSULTANT:** The Owner designates the following individual/entity as the Project Consultant. See Section 12 of the General Conditions (Exhibit A).

Firm/Entity: Roofing Consultants Ltd.
Contact: Tim Goehrke

Address: P. O. Box 1305
Waukesha, WI 53187

Telephone: 262-549-0802 **FAX:** 262-549-0776
Email: timg@rcleng.com



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

SPECIFICATIONS FOR ROOFING WORK

Prepared For: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151

Project Locations: Valley Pump House
5155 S. Sunny Slope Rd.

Scope: Low-Slope Membrane

Project Work: **Complete Roof System Replacement**
New EPDM – Fully Adhered Roof System
New Perimeter Sheet Metal Items

Prepared By:



**Roofing
Consultants Ltd.**

Engineers, Architects & Building Envelope Specialists



Milwaukee

2307 Badger Drive
P. O. Box 1305
Waukesha, WI 53187
262-549-0802

Chicago

825 N. Cass Drive
Suite 107
Skokie, IL 60077
847-965-3366

St. Louis

17295 Chesterfield Airport Rd
Suite 200
Chesterfield, MO 63005
636-530-3663

Minneapolis

7760 France Avenue South
11th Floor
Minneapolis, MN 55435
612-238-0802

Indianapolis

9465 Counselor's Row
Indianapolis, IN 46240
317-584-5440

Date: September 16, 2024

BID FORM

OWNER: City of New Berlin
PROJECT: Complete Roof System Replacement
LOCATIONS: Valley Pump House – 5155 S. Sunny Slope Rd.
PRE-BID MEETING: Tuesday, October 1, 2024 10:00 A.M.
BIDS CLOSE: Tuesday, October 15, 2024 10:00 A.M.
BID OPENING: PUBLIC October 15, 2024 10:00 A.M.
DELIVER BIDS TO: City of New Berlin
 3805 S. Casper Drive
 New Berlin, WI 53151
ATTN: Alex Parker **Telephone:** (262) 786-7086
 Utilities Manager **Email:** aparker@newberlinwi.gov

The undersigned acknowledges having carefully examined all sections of the specification booklet and bidding documents. The undersigned attended the pre-bid meeting and is familiar with all aspects, both existing and proposed, of the project work. The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work, specified and reasonably implied, in the specification documents for the consideration of the monetary amount(s) listed on the following page (BF/2).

Contractor: Kaschak Roofing Inc.
Address: 2301 W Purdue st
Milwaukee WI 53209
Telephone: 414-916-4541 **FAX:** _____
Signature: [Signature] **Title:** Project Manager
Name: Nick Crego **Date:** 10/11/2024
Federal Identification #: 80-0796210

Project Completion Date: March 31, 2025
Liquidated Damages: \$ 500.00/working day
Bid Bond: 10% - Required with submission of bid proposal
Performance Bond: 100% - May be required of successful bidder
 Provide flat fee or percent of contract price on following page (BF/2)
Contingency Fund: \$10,000 – Shown on BF/2
 For unforeseen circumstances upon approval of Consultant
 Unused portion to be deducted from final contract amount
Roof System Manufacturer: Carlisle Syntec Systems
 Elevate (Firestone)
 Approved Equivalent (Submittal Required)
 Roofing Contractor must be an approved applicator



NEW ROOF SYSTEM

Type: Single Ply EPDM (Thermoset)
Thickness: 60 mil Non-reinforced
Attachment: Fully Adhered
Coverboard: Dens Deck Prime
Thickness: 1/4"
Attachment: Adhered
Insulation: Polyisocyanurate
Thickness: Tapered 1/4":12"
2.6" min. Base Layer
Attachment: Adhered
Sheet Metal Items: Coping Caps, Counterflashing
Warranty: 20-Year Manufacturer – Total System Warranty
2-Year Contractor – Workmanship Guarantee

*** Refer to Specifications for more detailed information regarding materials and procedures.

LUMP SUM PRICE

Base Bid: \$ 24,900.00
Contingency Fund: \$10,000
TOTAL: \$ 34,900.00

Manufacturer's Roofing System: Elevate

- NOTES:**
- Any unused portion of the Contingency Fund will be deducted from the final contract amount.
 - Pricing should include any anticipated work to raise/disconnect/reconnect roof top items.
 - Pricing should include all required permits from the local jurisdiction.

UNIT PRICING:	Wood Blocking	\$ <u>4.50</u>	12"x 4" ft
		\$ <u>6.50</u>	12"x 6" ft
		\$ <u>8.50</u>	12"x 12" ft
	1/2" CD-X Plywood – Parapets	\$ <u>65.00</u>	14' x 4'
	Additional Walkway Pads	\$ <u>65.00</u>	
	Performance Bond	\$ <u>250.00</u>	or 5 %

Addendum(s): #: 1 Date: October 25, 2024 Initials: _____

Contractor: Kaschak Roofing Inc.
Signature: [Signature] **Title:** Project Manager
Name: Nick Crayo **Date:** 10/11/2024



ROOFING CONTRACTOR'S REFERENCE LIST –**Comparable Projects Using the Same General Specified Roof System**

1. Project: Pre Qual
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
2. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
3. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
4. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
5. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
6. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
7. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
8. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____



**ROOFING CONTRACTOR'S
SUBCONTRACTOR'S**TRADE: Sheet Metal

Name:

Address:

Phone #:

TRADE: Masonry

Name:

Address:

Phone #:

TRADE: HVAC

Name:

Address:

Phone #:

TRADE: Plumber

Name:

Address:

Phone #:

TRADE: Electrician

Name:

Address:

Phone #:

TRADE: Carpenter

Name:

Address:

Phone #:



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

KASCHAK ROOFING, INC.
2301 W. PURDUE STREET
MILWAUKEE, WI 53209

SURETY:
(Name, legal status and principal place of business)

SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION
1200 MAIN ST. SUITE 800
KANSAS CITY, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CITY OF NEW BERLIN
3805 S. CASPER DR.
NEW BERLIN, WI 53151

BOND AMOUNT:

Ten Percent of the Amount of the Attached Bid ——(10%)

PROJECT:
(Name, location or address, and Project number, if any)

Valley Pump House Roof Replacement
5155 Sunny Slope Road
New Berlin, WI

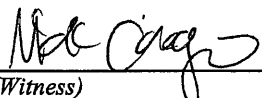
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th**

day of **October, 2024**


 (Witness)


 (Witness)

KASCHAK ROOFING, INC.

(Principal)

(Title)

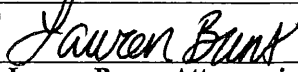
No Seal

(Seal)

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

(Surety)

(Title)



Lauren Bruns, Attorney-in-Fact

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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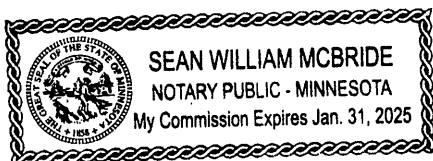
09/11/0

ACKNOWLEDGMENT OF SURETY

State of Minnesota)

County of Anoka)

On this 15th day of October, 2024, before me personally appeared Lauren Bruns to me known, who, being by me duly sworn, did depose and say: that s/he resides at Cedar Falls, IA, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

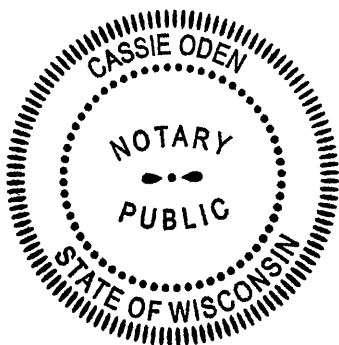


Sean William McBride
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of WI
County of Milwaukee

On this 15th day of October, 2024, before me personally appeared Jason Kaschak, to me known, who being by me first duly sworn, did depose and say that s/he resides in Deshkoush, WI that s/he is the Owner of Kaschak Roofing, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Cassie Oden
Notary Public
My Commission expires 1/24/28

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 25TH day of SEPTEMBER, 20 23

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of October, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Roofing Consultants, Ltd.

Engineers, Architects & Building Envelope Specialists

1-800-549-0802

ADDENDUM TO GENERAL CONDITIONS

Addendum #: 1
Date: October 25, 2024
Project: City of New Berlin Utility Department
Low-Slope Roof System Replacement
Valley Pump House
5155 S. Sunny Slope Road
New Berlin, WI 53151

Incorporation of the City of New Berlin General Terms and Conditions of Service Conditions

This Addendum ("Addendum") is made and entered into as of [October 23, 2024] and shall amend and supplement the Construction Contract ("Contract") entered into by and between [Kaschak Roofing, Inc.], ("Contractor"), and [City of New Berlin], ("Owner"). The purpose of this Addendum is to incorporate the City of New Berlin's General Terms & Conditions of Service into the existing Contract, subject to the terms and conditions set forth below.

1. Incorporations of the City of New Berlin's General Terms & Conditions of Service

The Contractor and Owner agree that the City of New Berlin's General Terms & Conditions of Service ("City Terms") will now be part of the Contract. These City Terms must be followed for all work performed under this Contract, including any future changes or additions.

2. Coordination with RCL Engineering Group's General Conditions

It is further agreed that the City Terms shall work in conjunction with the General Conditions of the Contract as previously distributed and agreed upon by the parties ("RCL General Conditions"). In the event of any conflict, inconsistency, or ambiguity between the City Terms and the RCL General Conditions, the more stringent requirement of the two documents shall prevail and govern the execution of the work. The Contractor shall be responsible for adhering to whichever document imposes a higher standard or stricter requirement.

3. Compliance and Acknowledgement

The Contractor agrees to fully comply with both the City Terms and the RCL General Conditions. Failure to follow either, or the stricter of the two, will be considered a violation of the Contract.

4. Effect of Addendum

All other parts of the original Contract will remain in effect, except as modified by this Addendum. This Addendum, together with the original Contract, the RCL General Conditions, and the City Terms, will be considered the full agreement between the parties.

****Attached Documents**:**

For reference, the City Terms and the General Conditions of the Construction Contract are attached to this addendum. Please review these documents carefully and sign. Bid Form 2 must be dated and initialed.

These changes are effective immediately and apply to all ongoing and future projects under this agreement. All parties must acknowledge receipt and understanding of this addendum and the attached documents.

Thank you for your attention to these updates.

Sincerely,

Timothy Goehrke
Project Manager / Field Inspector

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**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and *part* of the contract between the City of New Berlin (hereinafter referred to as "City") and the contractor identified below (hereinafter referred to as "Contractor"). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other goods and services, collectively referred as to the "Goods" between the City and the Contractor. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Contractor and are not intended for the benefit of any other party.

2. Proposal. The Contractor is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Contractor agrees to install or provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with construction practices in the Milwaukee Metro area, using quality materials and products as identified in the Scope of Services.

4. Access to the Site. The City shall provide access to the Contractor to work in and on City property, and to provide utility services as may be agreed to the Scope of Services incorporated herein.

5. Storage of Materials. The storage of materials and storage of Contractor's equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Contractor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin and with such limits as the City may establish and require from time to time. Contractor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on all occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Contractor agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through the liability insurance endorsement. Contractor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Contractor. The parties warrant that no employer/employee relationship is established between the Contractor and the City by virtue of the terms of this contract. It is understood

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by the parties hereto that the Contractor is an independent contractor and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved.

9. Advertisements. Contractor shall not identify the City as a client or customer of the Contractor, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that modifications to the terms of the providing of these goods or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Contractor shall not exceed the sums paid by the City to the Contractor under this contract. In addition, to the extent that the Contractor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin in law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Contractor for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Contractor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Contractor shall

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be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Contractor be entitled to any penalty for the termination nor shall the Contractor be entitled to any payment for lost profits.

- B. *Termination for Cause.* If the City determines that the Contractor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Contractor of any such deficiency and in the event that the Contractor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Contractor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply *with* the terms of the contract. Under no circumstances shall the Contractor be entitled to any lost profits arising from the contract.

16. *Warranty.* Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. *Conflicts.* If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

18. *Protection of the Project Site.* Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. *Hold Harmless.* The contractor will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Contractor's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. *Indemnity.* The City shall not be liable for failure on the part of the Contractor or any other party performing under this contract in accordance with all applicable laws and regulations. Contractor waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. *Working Hours.* Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

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CITY:
City of New Berlin

CONTRACTOR:

[Insert Contactor Name]

By: _____

(Print Name & Title)

By: _____

(Print Name & Title)

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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1. DEFINITIONS

Whenever used in these General Conditions of the Construction Contract ("General Conditions") or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof.

Architect, Consultant, Engineer, Consultant or A/E: The term used to designate the Architect, Consultant and/or the Engineer that contracts with the Owner to provide the Architectural, Consulting and Engineering services for the Project. The Consultants are separate contractors and are not agents of the Owner. The term includes any associates or sub-consultants employed by the Consultant.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

Change Order: A document issued on or after the effective date of the Contract Between Owner and Contractor which is agreed to by and signed by both the Contractor and the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract price and/or the Contract Completion Date. The term Change Order shall also include written orders to proceed issued pursuant to Section 31(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

Construction: The term used to include new construction, reconstruction, renovation, remediation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Consultant: The term used to designate the consultant(s) retained by the Owner for specialty design and/or contract administration

Contract: The term "Contract" shall be interchangeable with the term "Contract Documents."

Contract Administrator: The Owner, or his representative, may appoint the Contract Administrator to provide site administration of the Contract. This shall include the coordination of all Work, the administration of all meetings and the flow of all paperwork, including Applications for Payment, specified by the Contract. The Scope of Authority of the Contract Administrator shall be detailed in a contract between the Owner and the Contract Administrator. A copy of this Scope shall be provided to the Contractor.

Contract Completion Date: The date by which the Work must be available to the Owner for inspection to determine whether the work has reached Substantial Completion, in accordance with Section 36(a). The Contract Completion Date is customarily established in the Notice To Proceed, based on the Time for Completion provided in the Contract Between Owner and Contractor. In some instances, however, the Contract contains a mandatory Contract Completion Date.

Contract Documents: The Contract Between Owner and Contractor signed by the Owner and the Contractor and any documents expressly incorporated therein. Such incorporated documents customarily include, but are not limited to, the bid submitted by the Contractor, these General Conditions, any Supplemental General Conditions, any Special Conditions, the plans and the specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the Work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work.

Day(s): Calendar day(s) unless otherwise noted.



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Defective Work: Work determined to be nonconforming, deficient or defective by Consultant or Owner's Representative.

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Fall Protection Plan: A plan developed by the Contractor or Subcontractor conforming to Federal, State and local codes to protect employees from falling and to protect the general public from falling objects. The Contract Administrator shall review the Fall Protection Plan. A copy of the Fall Protection Plan shall be maintained in the Job Log.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Consultant and the Contractor that the Work is totally complete in accordance with Section 36(b).

Field Directive: A written order, using an equivalent form, issued by a member of the Consultant which directs the Contractor to commence reviewing a change in design or amending an allowance incorporated in a Contract.

Field Order: A written order issued by a member of the Consultant which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project Float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Job Log: A log of all activities, submittals, meeting minutes, photographs, project documents, sign-in sheets, weather data, accident reports, Fall Protection Plans, Safety Plans, inspection reports, permits and project notes to be maintained by the contractor on site, two copies of which shall be provided to the Owner at project completion.

Notice: All written notices, including demands, orders, directives, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice delivered via United States Postal Service shall be deemed effective 72 hours after the delivery to the United States Postal Service official or mailbox, or upon the actual receipt of the Notice, whichever occurs first. All Notices to the Owner should be directed to the Contract Administrator.



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If the Owner and the Contractor agree in writing that Notices transmitted by Facsimile (Fax) are acceptable for the Project, such Notice shall be transmitted to the Fax number listed in the agreement and shall have a designated space for the Fax Notice recipient to acknowledge his receipt by authorized signature and date. The Fax Notice with authorized signature acknowledging receipt shall be faxed back to the sender. The Faxed Notice shall be effective on the date it is acknowledged by authorized signature. All Faxed Notices shall also be sent by hard copy, which shall be effective upon delivery, as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed Notice or the date of delivery, whichever occurs first.

Notice to Proceed: A written notice, on an equivalent document, given by the Owner to the Contractor (with a copy to the Consultant) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily confirm the Contract Completion Date based upon the requirements of the Contract Between Owner and Contractor.

Owner: The persons with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided. The term "Owner," as used herein, shall also include the Owner's Representative, if the Owner appoints one. (See limitations of the Owner's Representative below.)

Owner's Representative: The Owner's Representative as used herein shall be the Owner's designated agent on the Project. The Owner's Representative shall be the person through whom the Owner generally conveys written decisions and notices. All notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Owner's Representative. The scope of the Owner's Representative's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Pre-construction meeting defining those limits. In all instances within the limits of such scope, the Owner's Representative shall be considered a fully authorized agent of the Owner. Upon receipt of such scope, the Contractor shall be on notice that it cannot rely on any decisions of the Owner's Representative outside the scope of his authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Owner's Representative from time to time and may, in the event that the Owner's Representative is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Owner's Representative.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings which are included in the Contract Documents.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the Work described by the Contract Documents.

Project Observer: One or more persons employed by the Owner or Contract Administrator to inspect the Work on behalf of the Owner and to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Observer(s). The scope of the Project Observer's authority with respect to the Contractor is limited to that indicated in Section 13(e) and (f) and as supplemented by the Owner in writing to the Project Observer, which shall be copied to the Contractor.

Provide: Shall mean furnish and install ready for its intended use.

Safety Plan: A plan developed by the Contractor or Subcontractor in compliance with Federal, State and local codes to provide safe working conditions on site and to protect the general public from the ongoing work. The Contract Administrator shall review the Safety Plan. A copy of the Safety Plan shall be maintained in the Job Log.

Site: Shall mean the location at which the Work is performed or is to be performed.



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Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official to determine code compliance and for the Contractor to perform the Work. (The General Conditions, any Supplemental General Conditions, various bidding information and instructions, and blank copies of various forms to be used during the execution of the Work shall be bound with the Specifications.)

Subcontractor: A person having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the 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 the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplemental General Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Supplier: A manufacturer, fabricator, distributor, material man or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. When the Notice to Proceed is issued, it states a Contract Completion Date, which has been set by the Owner based on the Time for Completion.

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 are or 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.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

2. CONTRACT DOCUMENTS

The Contract Between Owner and Contractor, the Workers' Compensation Certificate of Coverage, the Standard Performance Bond (when required), the Standard Labor and Material Payment Bond (when required), the Schedule of Values and Certificate for Payment, the Contractor's Certificate of Substantial Completion, and the Contractor's Certificate of Completion are forms incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein. The Contractor must use them for their respective purposes.

- (a) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.



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- (b) The Contract Between Owner and Contractor shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
- (c) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Supplemental General Conditions the Contract Between Owner and Contractor; the General Conditions, the Special Conditions; the specifications with attachments; and the plans.
- (d) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.
- (e) All correspondence, invoices, memoranda, submittals and other documents related to this Project whether generated by the Owner, the Consultant and/or Consultant, the Contractor or others should be identified at the beginning of the document by the Project Number. Additional identification such as a job number, purchase order number or such may also be shown at the generator's option.

3. LAWS AND REGULATIONS

- (a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby.
- (b) This Contract and all other contracts and subcontracts are subject to the provisions of applicable laws within the jurisdiction of the Work relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the jurisdiction, who perform any Work related to the Project shall comply with all of the said provisions.
- (c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (d) The provisions of all rules and regulations governing safety in the jurisdiction of the Work shall apply to all Work under this Contract. Federal, State and local inspectors shall be granted access to the Work for inspection without first obtaining a search or administrative warrant
- (e) Building Permit: The Contractor shall be responsible for obtaining and paying for all permits required by the local building authority or such authority that has jurisdiction over the construction of the Work.
- (f) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 30 of these Short Form General Conditions with respect to each lower-tier Subcontractor and Supplier.
- (g) The Contractor, if not licensed as an asbestos abatement contractor within the jurisdiction of the work, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors as appropriate for the Work required.



- (h) If the Contractor violates laws or regulations that govern the Project, the Contractor shall defend and indemnify the Owner against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder that result from such violation.

4. NONDISCRIMINATION

- (a) During the performance of this Contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor will state that such Contractor is an equal opportunity employer.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs (1), (2) and (3) in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or vendor.

- (b) Where applicable, the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- (a) The Contractor shall establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
 - (1) The manufacture, distribution, dispensation, possession, or use of alcohol or other drugs, except possession and medically prescribed use of prescription drugs.
 - (2) The impairment of judgment or physical abilities due to the use of alcohol or other drugs, including impairment from prescription drugs.
- (b) The Contractor shall post a copy of the policy in a conspicuous place at the Site and assure that all Contractor, Subcontractor and Supplier personnel entering the Site are informed of and comply with the policy.
- (c) Smoking shall not be allowed on the work site. A designated smoking area is to be agreed upon at the pre-construction meeting.

6. TIME FOR COMPLETION

- (a) The Time for Completion shall be as established in the Contract Documents. The Work must be substantially completed by the Contract Completion Date. Unless otherwise specified in the Supplemental General Conditions, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion. Contractor has satisfied for itself, and agrees that the time for completion established herein is reasonable and achievable.



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- (b) The Time for Completion shall be stated in the Contract Between Owner and Contractor and shall become a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Contract Completion Date, he shall be subject to payment of actual damages incurred by the Owner.
- (c) The Contractor, in submitting his bid, acknowledges that he has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns, which might be anticipated, based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, such as the U.S. Department of Commerce, local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center or National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner under the following conditions:
 - (1) The request for additional time shall be further substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate that an actual departure from normal weather occurred at the Site during the dates in question.
 - (2) The extension requested must be accompanied by a bar graph schedule detailing the time required to complete the project.
 - (3) All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before any consideration will be given to the request.
- (d) The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that he will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy by the Time for Completion or Contract Completion Date.
- (e) The Contractor agrees and warrants that he will achieve Final Completion of the Work (the entire completion of all Work, including "punch list" items), not later than thirty (30) days after achieving Substantial Completion.

7. CONDITIONS AT SITE

- (a) The Contractor shall have visited the Site prior to bidding and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing improvements and work within or adjacent to the Site. Claims, which result from the Contractor's failure to do so, will be deemed waived.
- (b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Consultant before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Consultant shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions.
- (c) If the Contractor, during the course of the Work, observes the existence of any material, which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions



regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

8. SUBCONTRACTS

- (a) The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner and Consultant in writing of the names of all Subcontractors proposed for the principal parts of the Work and of such others as the Consultant may direct. Where the Scope of Work or specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the Consultant shall direct the Contractor to contract with any particular Subcontractor unless provided in the Contract Documents.
- (b) The Owner may select a particular Subcontractor for a certain part of the Work and designate in the Contract Documents or Supplemental General Conditions that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated in writing. The Contractor shall include the stipulated amount plus his Contractor markups in the final Contract Sum. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- (c) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- (d) The Contractor shall be fully responsible to the Owner for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. 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 for 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 law.
- (e) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees. All invitees shall sign-in at the Job Log.
- (f) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- (g) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the Subcontractor(s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the Subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- (a) The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insured's. All insurance shall be occurrence based; claims-made policies are not permitted.
- (b) The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State in which the Work is performed, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit on the form provided by the Owner a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
- (c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.
- (d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
- (e) The Asbestos Contractor or Subcontractor, as the case may be, shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000 and shall name the following as additional insureds: The Owner; all members of the Consultant (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).
- (f) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



10. TAXES AND FEES

The Contractor shall pay all applicable Federal, State, and local taxes and fees applicable to the project. The Contractor shall identify in the bid all taxes and fees included in the contract amount and those taxes and fees that shall be added to the contract amount. Any tax or fee not identified as an addition to the contract amount shall be assumed to be included in the contract amount.

11. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind used in the performance of the Contract and shall pay all royalties and license fees. The Contractor shall hold the Owner, its officers, agents and employees harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the Owner and the Consultant. The Owner may direct that some other invention, process, technique, article or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the Owner and the Consultant, he shall be responsible for any loss or liability due to the infringement.

12. CONSULTANT STATUS

- (a) The Consultant shall have authority to endeavor to secure the faithful performance by Owner and Contractor of the Work under the Contract. The Consultant shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue Field Orders and Directives to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the Consultant shall confirm, in writing within seven (7) days, any oral order or determination made by him.
- (b) The Consultant shall have no authority to approve or order changes in the Work which alters the design concept or which call for an extension of time or a change in the Contract Price.
- (c) Although the Owner is bound by the terms of the Contract with the Contractor, including the plans and specifications, the Owner shall have the right, but not the duty, to countermand any decision of the Consultant and to follow or reject the advice of the Consultant, including but not limited to, acceptance of the Work, as it deems best. In those instances where the Consultant has been given authority to act, the Consultant shall promptly do so, but in the case of disagreement between the Consultant and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation, or decision of the Consultant if it is later determined that the same is not in accord with the Contract Documents. The party taking issue with the determination, interpretation or decision of the Consultant shall give the other party written notice of such fact within ten (10) days after the determination, interpretation or decision is communicated by the Consultant. In the actual performance of the



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Work, however, the Contractor shall, in the first instance, proceed in accordance with instructions given by the Consultant unless the Owner and the Contractor mutually agree that the Contractor will proceed otherwise.

- (d) All orders from the Owner to the Contractor shall be transmitted through the Consultant.
- (e) The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in Contract Documents), or for safety and fall protection precautions and programs in connection with the Work, and they shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.
- (f) The provisions of this section are included as information only to describe the relationship between the Owner, Consultant, and Contractor. No failure of the Consultant to act in accordance with this section shall relieve the Contractor from his obligations under the Contract or create any rights in favor of the Contractor.

13. INSPECTION/OBSERVATION

- (a) All material and workmanship shall be subject to observation, examination and testing by the Owner, the Owner's Representative, the Consultant, the Project Observer, authorized inspectors and authorized independent testing entities at any and all times during manufacture and construction. The Consultant and the Owner shall have authority to reject defective material and workmanship and require its correction. Defective workmanship shall be satisfactorily corrected and defective material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the defective material from the Site. If the Contractor fails to proceed at within a reasonable time with replacement of defective material and/or the correction of defective workmanship, the Owner may, after 7 days notice with opportunity to cure, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may, after 7 days notice with the opportunity to cure terminate the right of the Contractor to proceed as provided in Section 34 of these General Conditions, the Contractor being liable for any damage to the same extent as provided in Section 34 for termination thereunder.
- (b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the Owner. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of re-examination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or current ASTM protocols. If fees are charged for such tests and Certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.
- (c) Where Work is found to be related to or dependent on Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.



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- (d) The Project Observer has the authority to recommend to the Consultant and the Owner that the Work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.
- (e) The Project Observer has the right and the authority to:
 - (1) Observe all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
 - (2) Observe workmanship for compliance with the standards described in the Contract Documents.
 - (3) Observe and report on all tests and inspections performed by the Contractor.
 - (4) Recommend to the Owner's Representative rejection of Work which does not conform to requirements of the Contract Documents.
 - (5) Keep a record of construction activities, tests, inspections, and reports and append these to the Contractor's Job Log.
 - (6) Attend all joint site construction meetings and inspections held by the Owner and/or the Consultant with the Contractor.
 - (7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
 - (8) Check installations for proper workmanship and conformance with shop drawing and installation instructions and report the findings to the Owner's Representative.
 - (9) Assist in the review and verification of the Schedule of Values and Certificate for Payment, submitted by the Contractor each month.
 - (10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.
- (f) The Project Observer has no authority to:
 - (1) authorize deviations from the Contract Documents,
 - (2) enter into the area of responsibility of the Contractor's superintendent,
 - (3) issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work,
 - (4) authorize or suggest that the Owner occupy the Project, in whole or in part,
 - (5) issue a certificate for payment, or
 - (6) institute any safety or fall protection procedures.
- (g) The duties of the Project Observer are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Observer, nor shall the failure of the Project Observer to properly perform his duties



in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

14. SUPERINTENDENCE BY CONTRACTOR

- (a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Consultant and the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the plans and specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner and Consultant, in writing, of any proposed change in superintendent, including the reason therefore, prior to making such change. Contractor shall make a change in its Superintendent only upon approval by Consultant and Owner.
- (b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
- (c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

15. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

- (a) The Contractor shall be solely responsible for supervising and directing 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. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. However, the 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. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Consultant, the Project Observer, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

- (b) The Contractor shall develop and implement a written Fall Protection work plan including each area of the work place where the employees are assigned and where fall hazards greater than 6 feet, or otherwise defined in applicable safety regulations, exist. The Fall Protection Plan shall:
 - (1) Identify all fall hazards in the work area.
 - (2) Describe the correct procedures for the assembly, maintenance, inspection, and disassembly of the fall protection system to be used.



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- (3) Describe the correct procedures for the handling, storage, and securing of tools and materials.
 - (4) Describe the method of providing overhead protection for workers who may be in, or pass through, the area below the work site.
 - (5) Describe the method for prompt, safe removal of injured workers.
- (c) Prior to permitting employees into areas where fall hazards exist the Contractor shall:
- (1) Ensure that employees are trained and instructed in the items described above.
 - (2) Inspect fall protection devices and systems to ensure compliance with local, state and federal requirements applicable to the project.
- (d) Training of employees:
- (1) The Contractor shall ensure that employees are trained for the relevant job designation. Training shall be documented and shall be available on the job site.
 - (2) "Retraining." When the Contractor has reason to believe that any affected employee who has already been trained does not have the understanding and skill required by Section 15 (b) of this document, the Contractor shall retrain each such employee. Circumstances where retraining is required include, but are not limited to, situations where:
 - Changes in the workplace render previous training obsolete.
 - Changes in the type of fall protection systems or equipment to be used render previous training obsolete.
 - Inadequacies in an affected employee's knowledge or use of fall protection systems or equipment indicate that the employee has not retained the requisite understanding or skill.
- (e) If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Consultant, subject to the Owner's right to disapprove.

16. SCHEDULE OF THE WORK

- (a) **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. Extensions of time pursuant to Sections 31, 32, and 35, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Contract Completion.

Within a reasonable time after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Consultant, a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify



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the Contractor of its acceptance of or objections to the preliminary schedule within seven (7) days of receipt by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, updated schedule, plan of action, etc., shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner and which is compliance with the Contract Completion Date. Nor shall subsequent progress payments be payable to the Contractor unless and until he maintains the monthly bar graphs or status reports required by Section 16(c) herein or unless and until he provides any recovery schedule pursuant to Section 16(d) herein.

Failure to provide a satisfactory preliminary or fully complete Project Schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 34 of these General Conditions.

- (b) **Bar Graph Schedule:** Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Consultant, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor.

The Contractor shall allow sufficient time in his schedule for the Consultant to conduct whatever associated reviews or inspections as may be required under the Consultant's contract with the Owner. If the Consultant and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Consultant activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

A copy of the Bar Graph Schedule shall be maintained in the Job Log. The bar graph schedule shall include required relocation dates for the occupants of each unit, as applicable. Contractor shall perform its Work in a manner that minimizes the need for and length of time for temporary relocations by Unit Owners. Contractor shall perform its Work in substantial adherence to such relocation schedule as approved by Owner. Contractor shall schedule its work with the Construction Administrator to coordinate relocation schedules.

- (c) **Monthly Project Reports:** The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the Consultant along with his monthly request for payment a copy of the bar graph schedule annotated to show the current progress. The bar graph schedule submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders; and the installation of materials. The form shall be approved by the Consultant and the Owner; however, a bar graph marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of



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the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures he is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded. Copies of all documents shall be maintained in the Job Log.

(d) **Progress Delay:** Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

- (1) The Contractor's monthly progress report indicates delays that are, in the opinion of the Consultant or the Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question.
- (2) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the Schedule, which, in the opinion of the Consultant or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with its schedule.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

17. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- (a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Consultant and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.
- (b) All requests for payment shall be made on the Schedule of Values and Certificate for Payment or other pre-approved form. Succeeding pages may be on and continuation sheets or a computerized spreadsheet which is in the same format and which contains the same information. Where a computerized spreadsheet is used, one copy of the entire Schedule of Values shall be provided to the Owner via an agreed format of electronic media in a spreadsheet format with the initial request for payment.
- (c) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the project, the quantities delivered, the Work completed, and the quantities stored on or off site. No payment shall be made for offsite materials.
- (d) Every submitted Schedule of Values and Certificate for Payment shall have the "Value of Work Completed" portion completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the Consultant, are necessary or sufficient to justify payment of the amount requested.



- (e) Should Work included in previous submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the "Value of Work Completed" portion of the first submitted after such identification shall be modified to reduce the "completed" value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.

18. ACCESS TO WORK

The Consultant, the Owner, the Contract Administrator, the Owner's observers and other testing personnel, inspectors from State and local agencies, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection. All parties visiting the site shall sign in at the Job Log.

19. PLANS AND SPECIFICATIONS

- (a) The general character and scope of the Work are illustrated by the plans and the specifications. If the Contractor deems additional detail or information to be needed, he may request the same in writing from the Consultant to clarify intent conveyed in the Scope of Work or plans and specifications. His request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Consultant shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- (b) Contractor shall perform a review of the Contract documents and identify any conflicts, errors, and discrepancies such as to avoid delays to the work. If the Contractor finds a conflict, error, or other discrepancy in the plans or specifications, he shall notify the Consultant in writing as soon as reasonably possible, but before proceeding with the affected Work. The Consultant shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work, he shall notify the Consultant of such prior to proceeding with that Work and he shall submit a request for Change Order along with a detailed substantiating cost proposal through the Consultant to the Owner within ten (10) calendar days.
- (c) In case of differences between small and large-scale drawings, the large-scale drawings shall govern. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.
- (d) Where the word "similar" appears on the drawings or Scope of Work, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- (e) The specifications are divided into several parts, or sections, for convenience only, since the entire specifications must be considered as a whole. The divisions of the specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work.
- (f) Measurements or dimensions shown on the drawings for Site features, utilities and structures shall be verified at the Site by the Contractor. The Contractor shall not scale measurements or dimensions from the drawings. If there are discrepancies, the Consultant shall be consulted. If



new Work is to connect to, match with or be provided in existing Work, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.

20. SUBMITTALS

- (a) The Contractor shall submit a listing of all Submittals required by the Consultant or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Consultant. The Contractor shall identify all Submittals with the Project Code Number as established by the Owner and the Contract Administrator.
- (b) Submittals shall be forwarded to the Consultant for approval if required by the specifications or Scope of Work or if requested by the Consultant or the Owner. No part of the Work dealt with by a Submittal shall be fabricated by the Contractor, save at his own risk, until such approval has been given.
- (c) Submittals shall be accompanied by a letter of transmittal which shall list the Project Number, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project and cross-referenced to the plans or specifications as needed to identify the use for which the item or component is intended.
- (d) The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.
- (e) The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking so as not to delay the work.
- (f) If a Submittal indicates a departure from the Contract requirements, the Consultant may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate. Approval of a submittal shall not be deemed a Change Order or approval of any deviation from the Contract Documents, unless the deviation is specifically identified in the submittal and is specifically authorized in writing as an approved deviation by the Consultant and Owner's Representative.
- (g) The Work shall be in accordance with approved Submittals and the Contract Documents. Approval of the Contractor's Submittals by the Consultant does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.
- (h) Additional Submittal requirements are shown in the specifications.

21. FEES, SERVICES AND FACILITIES

- (a) The Contractor shall obtain all permits, and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes



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unless otherwise specifically stated in the Contract Documents. However, the Owner accepts all responsibility for any delays in obtaining permits not the sole fault of the contractor, including but not limited to delays caused by the issuing agency. The Owner shall reimburse the Contractor for Building Permits as a direct expense reimbursement upon presentation of the permit receipt(s).

- (b) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through his Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of any nature whatsoever necessary to execute the Work completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.

22. EQUALS

- (a) **Substitute materials, equipment or assemblies:** The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the Consultant provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the Consultant's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Substitution Request Approval form will be issued to all known bidders prior to bid, or a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the Consultant redesign fee and the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.
- (b) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.
- (c) The Scope of Work or Specification documents shall address timing of submission for alternates or substitutes, including response time to Contractor requests. Notwithstanding such letter, other than substitutions through Change Directives issued by Consultant, Contractor itself warrants that such components shall be compatible and further warrants (and shall procure manufacturers' warranties for) all substitutions to the same extent as the required warranty for the original item.

The Contractor shall be responsible for review and confirming compatibility of all components in the event of a substitution. Letters from the relevant material Suppliers confirming compatibility shall be sufficient evidence of compatibility.

23. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear and good title to all materials and supplies which he uses in the Work or for which he accepts payment in whole or in part.

24. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- (a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new.
- (b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the



industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Owner and the Consultant immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

- (c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. **In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen.** Poor or inferior workmanship (as determined by the Consultant, the Owner or other observing authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Consultant, the Owner, or other inspecting authority, as applicable.

25. WARRANTY OF MATERIALS AND WORKMANSHIP

- (a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new and in compliance with the Submittals and the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with best industry practices and the Contract Documents and shall be performed by persons qualified at their respective trades.
- (b) Work not conforming to these warranties shall be considered Defective.
- (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's and system manufacturer's other guarantees or obligations in the Contract or under relevant State law.

26. USE OF SITE AND REMOVAL OF DEBRIS

- (a) The Contractor shall:
 - (1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contract, as agreed and set forth in the pre-construction meeting.
 - (2) Store his apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of his Work or the work of any other separate contractor.
 - (3) Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work. Prior to performance of the Work, contractor shall identify and obtain the Consultant's approval of all staging and storage areas, and shall limit its staging and storage to such areas. Contractor shall leave the site in a clean and safe condition on a daily basis with tools and equipment properly stored.

27. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor expressly undertakes, both directly and through his Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.
- (b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.



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- (c) The provisions of all Federal, State and local rules and regulations governing health and safety as adopted by the relevant authority, shall apply to all Work under this Contract
- (d) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by State or local authority, local conditions, or the Contract.

28. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions. As specified in Section 6(c), the Contract period may be extended due to loss of time due to unfavorable climatic conditions not anticipated after evaluation of historical conditions.

29. PAYMENTS TO CONTRACTOR

Lien Waivers

As a condition to final payment, Contractor shall deliver conditional and unconditional lien waivers from the Contractor and all Subcontractors and Suppliers with contracts over \$5000, without exceptions.

- (a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment, showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the Consultant. When evaluating the Contractor's, the Consultant will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Consultant will review the Payment Request no earlier than the 25th day of the month, but not later than the 5th day of the following month. The Contractor will submit his monthly estimate of Work completed on so that it is received by the Consultant and the Owner's Contract Administrator at least one work day prior to the date scheduled by the Consultant. Work done shall be taken into consideration, if properly documented as required by Section 17 of these General Conditions.
- (b) No payment shall be made to the Contractor until the Contractor furnishes to the Owner his Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation, Limited Liability Company or other legal entity. No payment shall be made to the Contractor until Certificates of Insurance or other satisfactory evidence of compliance by the Contractor with all the requirements of Section 9 of these General Conditions have been delivered to the Owner. Further, no payments on the basis of Work performed by a Subcontractor shall be paid by the Owner until copies of any certificates of insurance required of the Subcontractor under Section 9 have been delivered to the Owner.
- (c) In making such partial payments, ten percent (10%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of state or federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like.



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- (d) All material and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.
- (e) The final payment, which shall include the retainage and less any amounts due to or claimed by the Owner, shall not become due until the Consultant and the Owner agree that Final Completion has been achieved and until the Contractor delivers to the Owner through the Consultant a Certificate of Completion by the Contractor and an Affidavit of Payment of Claims stating that all Subcontractors and Suppliers of labor and/or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the final payment may include, but are not limited to, amounts due pursuant to Section 3(h), Section 13(a)-(d), costs incurred to repair or replace defective work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible and any liquidated (if applicable) or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or, Supplier pursuant to Section 30(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into a State or Federal Court sitting in the State of the Work, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof. Owner shall have the right to withhold the amount of any payment required by a Subcontractor to submit a lien waiver or remove a lien that is in excess of the amount otherwise due Contractor. In the event any construction lien is filed against the Project, then provided Owner has paid the amounts then due Contractor under this Contract, Contractor shall pay the amount of such lien or bond over such lien within 15 days of its filing.
- (f) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 29(e) of these General Conditions, the Consultant shall deliver the written Certificate of Completion to the Owner, with a copy to the Contractor, stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefore. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor; disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.
- (g) Unless there is a dispute about (i) the compensation due to the Contractor, (ii) Defective Work, (iii) quality of the Work, (iv) compliance with the Contract Documents, (v) completion itself, (vi) claims by the Owner, (vii) or other matters in contention between the parties, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment in proper form by the Consultant, the Owner shall pay to the Contractor the amount approved by the Consultant, less all prior payments and advances whatsoever to or for the amount of the Contractor. In the case of final payment, the completed Affidavit of Payment of Claims, the



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Certificate of Completion by the Contractor, and the Certificate of Completion by the Consultant shall accompany the final Schedule of Values and Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute.

- (h) Per the terms of the contract, interest may accrue on all amounts owed by the Owner to the Contractor which remain unpaid thirty (30) days following the Payment Date. Interest rate as stated in the Contract.
- (i) The acceptance by the Contractor of the final payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work.
- (j) No Certificate for Payment issued by the Consultant, and no payment, final or otherwise, no Certificate of Completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work.

30. PAYMENTS BY CONTRACTOR

The Contractor is obligated to:

- (a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract:
 - (1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 - (2) Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment. If the Contractor withholds any portion of a payment to any Subcontractor that was previously paid to Contractor, then if the Contract Administrator so determines it appropriate, Owner shall receive a credit for that withheld amount on the next monthly certificate for payment.
- (b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (a)(2) of this Section.
- (c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.



31. CHANGES IN THE WORK

- (a) The Owner may at any time, by written order utilizing the Contract Change Order, make changes in the Work which are within the general scope of the Contract. At the time of the Pre-construction Meeting described in Section 40(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in these General Conditions.

In making any change, the charge or credit for the change shall be determined by mutual agreement. The Owner agrees the Consultant has authority to issue Change Orders. The Owner agrees that the Contractor is not responsible for delays caused by either the Owner's or Consultant's failure to approve Change Orders or authorize the commencement of the work in writing. Changes shall be determined by one of the following methods:

- (1) By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. The price change shall include the Contractor's overhead and profit.
- (2) By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.
- (3) By ordering the Contractor, by Change Order citing this subsection, to proceed with the change to the Work to keep in a form acceptable to the Owner, an accurate, itemized account of the cost of the change in the Work, including, but not limited to, the costs of labor, materials, equipment, and supplies; and to annotate a copy of the Project schedule to accurately show the status of the Work at the time this initial change order is issued, to show the start and finish of the changed Work, and the status of the Work when the changed Work is completed. A Change Order citing this subsection shall describe the parameters of the change in the Work, describe the cost items to be itemized and verified for payment, address the impact on the schedule for Substantial Completion, and state that a subsequent Change order will be issued to incorporate the cost of the changed Work into the Contract Price and any change in the Contract Time for Completion or Contract Completion Date. The Contractor shall sign the Change Order acknowledging he has been directed to proceed with the changed Work. The Contractor's signature on each initial Change Order authorizing Work and citing this Subsection as the method for determining the cost of the Work shall not constitute the Contractor's agreement on the cost or time impact of the changed Work.

Within fourteen (14) days of the conclusion of such ordered Work, the Contractor and the Owner shall arrive at a cost for the Change Order, based on the records kept and the Contractor's allowance for overhead and profit and such costs shall be incorporated into a Change Order which references the Change Order ordering the Work. If agreement on the cost of the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may file a claim for the disputed amount as provided for in Section 39.

- (b) The Contractor shall review any Owner requested or directed change and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other



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reasonable time as the Owner may direct), stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price. A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order.

32. EXTRAS

If the Contractor claims that any instructions given to him by the Consultant or by the Owner, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the Consultant and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than 48 hours after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than 48 hours after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided in Section 31 of these General Conditions, and any additional compensation shall be determined by one of the three (3) methods provided in said Section 31, as selected by the Owner. Except as otherwise specifically provided, no claims for extra Work shall be allowed unless timely notice, as required by this section, is given by the Contractor and unless such Work is performed pursuant to written Change Order as provided in Section 31. The Change Order shall designate which of the three methods for computing charges and credits set forth in said Section 31(a) shall be used.

Contractor agrees that the intent of this Agreement is that all work required for building envelope repairs (building envelope included all exterior building elements) and related remediation is included in the basic scope of work. Accordingly, the only work that constitutes and qualifies as a change (under Paragraph 31 herein) or extra, in the event there are any changes or extras, is "betterment" to the premises which are the subject of this Agreement.

A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order therefore.

33. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by him, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum certified by the Consultant when no dispute exists as to the sum due or any provision of the Contract, then the Contractor may, upon seven (7) calendar days written notice to the Owner and the Consultant, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Termination of the contract under this section is not without prejudice to any other right or remedy of the Contractor including, but not limited to, recovery of damages for breach of contract.

34. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- (a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail



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to complete work except in cases for which extension of time is provided, to supply enough properly skilled workmen or provide materials and equipment, or if he should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if he should disregard laws, ordinances or the written instructions of the Consultant or the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.

- (b) Prior to termination of the Contract, the Owner shall give the Contractor seven (7) calendar days' written notice pursuant to Section 1 ("Notice") of these General Conditions, during which the Contractor may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said seven (7) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the seven (7) day notice period. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further seven (7) day notice, by notifying the Contractor in writing of the termination.
- (c) Upon termination of the Contract for cause, the Owner shall take possession of the Site and of all materials thereon and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment unless the expense of finishing the Work, including compensation for additional managerial and administrative services is less than the unpaid balance of the correct price. If the cost to complete the work exceeds the contract price, then the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others. At Owner's sole election, the Contractor shall assign, in whole or in part, its subcontracts, purchase orders, and documents evidencing other such sub tier relationships consistent with the assignment provisions stated in Paragraph 8 (g) of this Contract.
- (d) Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.

35. DAMAGES FOR DELAYS; EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, its agents or employees or any separate independent contractor of the Owner, and the act or omission is the result of or is necessitated by causes outside the Owner's control; or if the Contractor is delayed by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner's or Contractor's control, the Contractor shall give the Owner and the Consultant written notice within (five) 5 calendar days of the inception of the delay. The Owner shall extend the time for Substantial Completion or Final Completion, as the case may be, for the length of time that the Substantial Completion or Final Completion of the Work was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay.
- (b) The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays caused by acts or omissions of the Contractor due to causes within his control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, or from incomplete, incorrect or unacceptable Submittals or samples.



36. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- (a) The Contractor shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Contractor, of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Consultant's endorsement is a convenience to the Owner only and shall not relieve the Contractor of his responsibility in the matter nor shall the Consultant's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Consultant.

The Contractor shall furnish access for the inspection and testing as provided in Section 18 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list," which must be finished and corrected to obtain Final Completion.

After successful completion of the inspection and the Consultant determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Consultant shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Consultant, that the Work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete. Punchlists shall be prepared both upon Substantial Completion of the Work on each unit, and upon Substantial completion of the entire Project. Unit punchlist work shall be finally completed within 30 days after Substantial Completion of the Unit Work.

- (b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor, of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date given. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and final payment shall be made in accordance with Section 29 of these General Conditions.
- (c) The Consultant shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections.

37. GUARANTEE OF WORK

- (a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for five (5) years from the date of Final Completion of the Work and any related work (whether performed by Contractor or not), and acceptance of the Work and any related work by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before



Exhibit C

the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement.

- (b) The Owner (or any Unit Owner) shall be entitled to make emergency warranty repairs (e.g. for water intrusion) if Owner is not able to reach Contractor to make such emergency repairs on Owner's first attempt to do so, or if contractor does not immediately take steps to commence such repairs upon Owner contacting Contractor, in which case Contractor shall reimburse Owner the reasonable cost of repair within ten days after request. If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Consultant which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein.
 - (2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the Consultant, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract.
 - (3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbances that result from fulfilling the provisions of this Section.
- (c) In any case, when in fulfilling the requirements of the Contract and this guarantee or by other guarantee or warranty, the Contractor disturbs any work performed by a separate contractor, he shall restore such work to a condition satisfactory to the Consultant and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.
- (d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his Surety shall be liable for all expense incurred.
- (e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.
- (f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract, the Contract Documents, or by law.
- (g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 25. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.

Within ten (10) working days of the Contract Completion Date, which will be determined when the Notice to Proceed is issued, Contractor will supply the following closeout documentation to the Consultant.

- Certificate of Completion from the Contractor
- Warranties (Labor and/or Material) from the Contractor and its Subcontractors



- Product Data and/or Brochures for all materials used on this project (originals only)
- Final Lien Releases from the Contractor and its Subcontractors

38. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

39. CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given within a reasonable time of the occurrence or beginning of the event upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. All claims shall be submitted along with all practically available supporting evidence and documentation.

The decision of the Owner on the Contract shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on a claim, initiates legal action as provided by local, state and Federal statutes or in such other forum as may be agreed to in the Supplementary General Conditions. Failure of the Owner to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action.

40. PROJECT MEETINGS

- (a) The intention of this Section is that the Contractor, the Owner and the Consultant have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely, reasonable basis. The Owner and its Consultant are responsible for making a reasonable effort to provide timely responses to the Contractor.

- (b) Pre-construction Meeting:

Prior to the start of construction and no later than fifteen (15) calendar days after the Notice to Proceed, a "Pre-construction" meeting shall be held with attendees to include the Owner's Contract Administrator and Project Observer, the Consultant, the Contractor's superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

- (1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority.
- (2) Names, addresses, telephone numbers, fax numbers and email addresses to be used for Requests for Information (RFI), Field Directives, Requests for Proposals (RFP), shop drawings, Submittals, and notices.
- (3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.
- (4) Schedule of Values and Certificate for Payment Form (RCI Form D004) requirements and procedures.
- (5) Procedures for shop drawings, product data and Submittals.



Exhibit C

- (6) Procedures for handling Construction Field Directives and Contract Change Orders.
 - (7) Procedures for Contractor's request for time extension, if any.
 - (8) Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, storm water management, project signs, clean up and housekeeping, temporary facilities, utilities, security and traffic
 - Safety
 - Fall Protection
 - Layout of the Work
 - Quality control, testing, inspections and notices required
 - Site visits by the Consultant and others
 - Owner's Project Observer duties
 - Running Punch List
 - As-Built Drawings
 - (9) Procedures and documentation of differing or unforeseen Site conditions.
 - (10) Monthly Pay Meeting.
 - (11) Project Close-Out requirements and procedures.
 - (12) Project records.
- (c) Other Meetings:
- (1) Regular Meetings between the Consultant, the Contractor, Subcontractors, and the Owner's Representative shall take place at times and locations as decided in the Pre-construction Meeting. The Consultant, the Contractor or the Owner's representative may call additional meetings, on condition that they have provided a minimum of five (5) days notice. Notice shall be provided on the Notice of Meeting form and will indicate the date, time and location of the meeting, as well as a list of the expected attendees and a summary agenda.
 - (2) Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

*** * * END OF GENERAL CONDITIONS * * ***



UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Grange and Greenridge Pumphouses Steep-Slope Roof System Replacement

LOCATION: 12625 West Grange Avenue,
12400 West Crawford Drive

REQUEST: Award Construction Contract to Lowest Responsive Bidder, D & H Royale Construction, LLC

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Grange and Greenridge Pumphouses Steep-Slope Roof System Replacement

DATE STAFF REPORT CREATED:	November 25, 2024
CUSTOMER/PROJECT NAME:	Grange and Greenridge Pumphouses Steep-Slope Roof System Replacement
ISSUE/DESCRIPTION OF PROJECT:	Roof System Replacement
REQUESTED ACTION:	Recommend to the Common Council to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00.
FISCAL IMPACT:	\$83,800.00
SOURCE OF FUNDS:	Water Capital Improvement Budget
RATIONALE:	The roof is old and leaking and in need of replacement.
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	Bid Award Recommendation Letter

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract dated this 25th day of October, 2024 is between City of New Berlin ("Owner") and D&H Royale Construction, LLC ("Contractor") and is binding among and between these parties as of the date of the Owner's signature.

RECITALS

The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

Owner: City of New Berlin
Contact: Alex Parker
Utilities Manager

Address: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151
Telephone: (262) 786-7076
Email: aparker@newberlinwi.gov

Contractor: D&H Royale Construction, LLC
Contact: Ken Roy
Director of Operations

Address: 562 Enterprise Drive
Lake Mills, WI 53551
Telephone: (920) 650-6726
Email: ken@royalegc.com
FEIN: 46-295176

PROJECT IDENTIFICATION

The Project is identified as:

PROJECT NAME: City of New Berlin
Steep-Slope Roof System Replacement
PROJECT NUMBER: 24QG10439
QUEST CDN NUMBER: 9265793
SITE ADDRESS(s): 12400 W. Crawford Dr. & 12625 W. Grange Ave., New Berlin, WI 53151

PROJECT DESCRIPTION

The project work shall include all labor, material and expenses necessary to replace the existing shingle roof systems on two (2) single story pump houses along with new composition shingle roof systems that includes all related work, on the entire subject roof areas in the New Berlin Utility Department building profile. Removal of skylights, per attached plans will be included at alternate price. The new roofs will receive new underlayment felt and a waterproofing membrane at eaves, valley, walls and transition areas. All sheet metal flashing items will also be replaced, including gutters and downspouts. All work is to be performed according to the specifications designed by Roofing Consultants Ltd. dated September 16, 2024.



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

1 of 3

The Project Number (24QG10439) and Project Name (City of New Berlin Steep-Slope Roof System Replacement) also indicated above are required to be shown for identification purposes on all project-related material and documents including, but not limited to Notices, Change Orders, Submittals, Requests for Information, Requests for Quotes, Field Directives, Meetings Minutes, Correspondence, Schedule of Values and Certificate for Payment, Test Reports, and other related material.

After competitive bidding, the Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project ("the Project").

CONTRACT

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

- 1. STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials to perform all Project Work in strict accordance with the Contract Documents.
- 2. CONTRACT DOCUMENTS:**
 - a. This Contract between Owner and Contractor.
 - b. Specifications compiled by Roofing Consultants Ltd. Dated September 16, 2024. (Exhibit A)
 - c. Bid Form submitted by the Contractor dated October 9, 2024. (Exhibit B)
 - d. Addendum(s) dated October 25, 2024, which include the updated the City of New Berlin's General Terms & Conditions of Service and General Conditions of the Construction Contract. (Exhibit C)
 - e. Contractor's Insurance Certificate naming Owner as Additional Insured (Exhibit D)

All of these documents are incorporated herein by reference, and their use shall be governed by Section 2 of the General Conditions unless otherwise specified in the Supplemental General Conditions

- 3. TIME FOR COMPLETION**
 - a. The Work shall commence on a date to be specified in writing by the Contractor and approved by the Owner.
 - b. The Work shall be available for Substantial Completion no later than March 31, 2025.
 - c. The Work shall be finally completed within 10 days after Substantial Completion.
- 4. COMPENSATION TO BE PAID TO THE CONTRACTOR**
 - a. The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the following sum:
\$83,800.00
(Eighty Three Thousand, Eight Hundred and 00/100)
 - b. The above-listed amount includes a \$20,000 Contingency Fund that may be used for unforeseen circumstances. Use of the Contingency Fund must be approved in advance by the Owner or Consultant. Any unused portion of the Contingency Fund will be deducted from the Contract Amount.
 - c. Refer to Contractor's Bid Form (Exhibit B) for applicable unit pricing, which may apply to the contingency fund.
 - d. Permit fees are included in the above-listed amount.



5. PAYMENTS

- a. Advance payments will not be made by the Owner.
- b. Payment will not be made for materials stored but not yet installed.
- c. Upon substantial completion of the project the Contractor may submit an invoice for the completed work, including approved Contingency Fund expenses, less 10% retainage.
- d. Invoice will be submitted to Consultant. Consultant will confirm that the amount being requested is accurate and will approve or adapt the invoice as required.
- e. Lien waivers (Partial / Final) must be submitted with all progress invoices.
- f. Owner will issue payment for approved invoices within 14 days.
- g. Upon 100% satisfactory completion of the project work, approval by the Owner and Consultant and receipt of Manufacturer' Warranty and Contractor's Guarantee, the Contractor may submit an invoice for the full contract amount, including retainage less the initial payment, less any unused portion of the Contingency Fund.

6. CONTRACTUAL CLAIMS

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 39 of the General Conditions and the Supplemental General Conditions, if any. (Exhibit C)

- 7. IN WITNESS WHEREOF**, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed and original thereof.

D&H Royale Construction, LLC

Contractor

By: _____

Signature in ink Date

Name: _____

Title: _____

Attest: _____

Signature in ink Date

Name: _____

(Print)

City of New Berlin

Owner

By: _____

Signature in ink Date

Name: _____

Title: _____

Attest: _____

Signature in ink Date

Name: _____

(Print)

- 8. CONSULTANT:** The Owner designates the following individual/entity as the Project Consultant. See Section 12 of the General Conditions (Exhibit A).

Firm/Entity: Roofing Consultants Ltd.
Contact: Tim Goehrke

Address: P. O. Box 1305
 Waukesha, WI 53187

Telephone: 262-549-0802 **FAX:** 262-549-0776
Email: timg@rcleng.com



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

SPECIFICATIONS FOR ROOFING WORK

Prepared For: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151

Project Locations: Green Ridge Pump House Grange Pump House
12400 W. Crawford Dr. 12625 W. Grange Ave.

Scope: Composition Shingle

Project Work: **Complete Roof System Replacement**
New Laminate Fiberglass Composition Shingle Roof System
New Gutters & Architectural Sheet Metal Items & Related Work

Prepared By:



**Roofing
Consultants Ltd.**

Engineers, Architects & Building Envelope Specialists



Milwaukee
2307 Badger Drive
P. O. Box 1305
Waukesha, WI 53187
262-549-0802

Chicago
825 N. Cass Drive
Suite 107
Skokie, IL 60077
847-965-3366

St. Louis
17295 Chesterfield Airport Rd
Suite 200
Chesterfield, MO 63005
636-530-3663

Minneapolis
7760 France Avenue South
11th Floor
Minneapolis, MN 55435
612-238-0802

Indianapolis
9465 Counselor's Row
Indianapolis, IN 46240
317-584-5440

Date: September 16, 2024

BID FORM

OWNER: City of New Berlin
PROJECT: Complete Roof System Replacement
LOCATIONS: Green Ridge Pump House 12400 W. Crawford Dr.
 Grange Pump House 12625 W. Grange Ave.
PRE-BID MEETING: Monday, September 30, 2024 10:00 A.M.
BIDS CLOSE: Monday, October 14, 2024 10:00 A.M.
BID OPENING: PUBLIC October 14, 2024 10:00 A.M.
DELIVER BIDS TO: City of New Berlin
 3805 S. Casper Drive
 New Berlin, WI 53151
ATTN: Alex Parker **Telephone:** (262) 786-7086
 Utilities Manager **Email:** aparker@newberlinwi.gov

The undersigned acknowledges having carefully examined all sections of the specification booklet and bidding documents. The undersigned attended the pre-bid meeting and is familiar with all aspects, both existing and proposed, of the project work. The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work, specified and reasonably implied, in the specification documents for the consideration of the monetary amount(s) listed on the following page (BF/2).

Contractor: D&H Royale Construction LLC
Address: 562 Enterprise Drive
 Lake Mills, WI 53551
Telephone: 920-650-6726 **FAX:** 920-945-0303
Signature:  **Title:** Managing Member
Name: Maley Jean Colbourn **Date:** Oct 9, 2024
Federal Identification #: 46-295176

Project Completion Date: March 31, 2025
Liquidated Damages: \$ 500.00/working day
Bid Bond: 10% - Required with submission of bid proposal
Performance Bond: 100% - May be required of successful bidder
 Provide flat fee or percent of contract price on following page (BF/2)

Contingency Fund: \$10,000 – Shown on BF/2
 For unforeseen circumstances upon approval of Consultant
 Unused portion to be deducted from final contract amount

Roof System Manufacturer: Owens Corning
 CertainTeed Corporation
 Approved Equivalent (Submittal Required)
 Roofing Contractor must be an approved applicator



NEW ROOF SYSTEM

Type: Fiberglass Composition Shingle – Laminate
 Underlayment: 15 lb Felt Underlayment
 "Ice & Water Shield" - Eaves, Valleys & Vertical Transitions
 Ventilation: Continuous Baffle Design Ridge Vents
 Sheet Metal: New Gutters & Downspouts
 New Architectural Sheet Metal Items & Related Work
 Warranty: 20-Year Manufacturer – Total System Warranty
 2-Year Contractor – Workmanship Guarantee

* Refer to Specifications for more detailed information regarding materials and procedures.

LUMP SUM PRICE

CATEGORY	GREEN RIDGE PUMP HOUSE	GRANGE AVE PUMP HOUSE
Base Bid Price	\$ 33200.00	\$ 30600.00
Contingency Fund	\$10,000	\$10,000
Total	\$ 43200.00	\$ 40600.00
Total Combined	\$ 83800.00	

Manufacturer's Roofing System: Certainted

- NOTES: 1. Any unused portion of the Contingency Fund will be deducted from the final contract amount.
 2. Pricing should include any anticipated work to raise/disconnect/reconnect roof top items.
 3. Pricing should include all required permits from the local jurisdiction.

UNIT PRICING:	Deck Replacement	\$ 3.30	/ sq. ft.
	½" CD-X Plywood – Walls	\$ 4.37	/ sq. ft.
	Additional Ridge Vent Cuts	\$ 13.05	/ lin. ft.
	Vinyl Siding Replacement:	\$ 6.63	/ lin. ft.
	Fascia Board Replacement:	\$ 11.39	/ lin. ft.
	Trim Board Replacement:	\$ 8.03	/ lin. ft.
	Exhaust Vent Replacement:	\$ 95.14	/ vent
	Vent Stack Replacement:	\$ 71.53	/ stack
	Performance Bond	\$ _____	or 3 %

Addendum(s): # 1 Date: October 25, 2024 Initials: _____

Contractor: D&H Royale Construction LLC
 Signature: [Signature] Title: Director of Operations
 Name: Ken Roy Date: 10-16-24



ROOFING CONTRACTOR'S REFERENCE LIST –**Comparable Projects Using the Same General Specified Roof System**

- | | | |
|-------------|--|---|
| 1. Project: | USA Storage Shops | |
| Size: | 229.8 Sq | |
| Location: | 550 - 580 Enterprise Drive Lake Mills, WI 53551 | |
| Contact: | Dan Blaschka | |
| Phone #: | 608-345-6419 | Email: dablaskchka@gmail.com |
| | | |
| 2. Project: | Bryce Satterfield Rentals | |
| Size: | 182.7 Sq. Shingle Roof | |
| Location: | Multiple locations. Ixonia, Lake Mills, and Sullivan | |
| Contact: | Bryce Satterfield | |
| Phone #: | 414-875-7287s | Email: brycesatterfieldrentals@gmail.com |
| | | |
| 3. Project: | Rook Bottom Epress | |
| Size: | 38.31 Sq. Shingle Roof | |
| Location: | 211 S Gardner Ave Jefferson, WI 53549 | |
| Contact: | Vincent Krase | |
| Phone #: | 920-988-1950 | Email: 1966vinnie@charter.net |
| | | |
| 4. Project: | Sharp Corner Rental LLC | |
| Size: | 34.91 Sq. Shingle Roof | |
| Location: | 823 E. Main St. Watertown, WI 53094 | |
| Contact: | Daniel Sanft | |
| Phone #: | 920-267-8800 | Email: daniel.sanft@sanftaccounting.com |
| | | |
| 5. Project: | Jan Vanderhieden | |
| Size: | 30 Sq. Shingle Roof | |
| Location: | 211 Oakbrook Dr Lake Mills, WI 53551-1941 | |
| Contact: | Jan Vanderheiden | |
| Phone #: | (608) 279-8684 | Email: girandy@gmail.com |
| | | |
| 6. Project: | Pine Tree Inn | |
| Size: | 120 Sq. Shingle Roof | |
| Location: | 4544 E. US HWY 14, Janesville, WI 53546 | |
| Contact: | Bobby Patel | |
| Phone #: | (608) 359-8200 | Email: nirvi.13@gmail.com |
| | | |
| 7. Project: | Tyranena Apartments | |
| Size: | | |
| Location: | 320 E Tyranena Park Rd, Lake Mills, WI 53551 | |
| Contact: | Tam Nguyen | |
| Phone #: | 262-567-9091 | Email: anhnhtram@aol.com |
| | | |
| 8. Project: | Scott Bratlet | |
| Size: | 35 Sq. Shingle Roof | |
| Location: | N8094 Abondroth St. Waterloo, WI 53594 | |
| Contact: | Scott Bratlet | |
| Phone #: | 920-478-3020 | Email: _____ |



ROOFING CONTRACTOR'S SUBCONTRACTOR'S

TRADE:	<u>Sheet Metal</u>		
Name:	<u>SouthGate Gutters</u>		
Address:	<u>N1714 CTR Rd K Fort Atkinson</u>		
Phone #:	<u>920-563-3873</u>		
TRADE:	<u>Masonry</u>		
Name:	_____		
Address:	_____		
Phone #:	_____		
TRADE:	<u>HVAC</u>		
Name:	<u>Minn's Air Service</u>		
Address:	<u>N1608 County Rd BB</u>		
	<u>Reeseville, WI 53579</u>		
Phone #:	<u>920-342-2189</u>		
TRADE:	<u>Plumber</u>		
Name:	<u>Plumbing Solutions LLC</u>		
Address:	<u>8321 S. 100th St</u>		
	<u>Franklin, WI 53132</u>		
Phone #:	<u>414-751-8123</u>		
TRADE:	<u>Electrician</u>		
Name:	<u>Elec-Cellent Electric</u>		
Address:	<u>633 Hillside Ct</u>		
	<u>Evansville, WI 53536</u>		
Phone #:	<u>608-620-3779</u>		
TRADE:	<u>Carpenter</u>		
Name:	<u>Ram Roofing</u>	<u>Cesar Mares</u>	
Address:	<u>3010 S. Dellwod St</u>	<u>164 Pheasant Run Apt. 2</u>	
	<u>Appleton, WI 54915</u>	<u>Johnson Creek, WI 53038</u>	
Phone #:	<u>920-378-3712</u>	<u>920-297-1214</u>	





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

D&H Royale Construction LLC
562 Enterprise Drive
Lake Mills, WI 53551

OWNER:
(Name, legal status and address)

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151

BOND AMOUNT: \$

Ten Percent of Attached Bid (10%)

PROJECT:
(Name, location or address, and Project number, if any)

New Berlin Utility Department Complete Roof System Replacement
12400 W. Crawford Drive, 12625 W. Grange Avenue, 5155 S. Sunny Slope Road, &
15454 Rockridge Road, New Berlin, WI 53151

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SURETY:
(Name, legal status and principal place of business)

Lexington National Insurance Corporation
P.O. BOX 6098
Lutherville, MD 21094

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1177639241)

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF “UNIC Original” WATERMARK IS NOT PRESENT

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Mark Leskanic, Matthew Leskanic, Greg Angel, Bette Botticello, Lauren Leskanic, Colin Warner

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

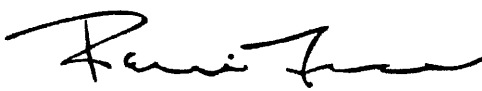
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President, CEO or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President, CEO or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continues to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.


Ronald A. Frank, CEO



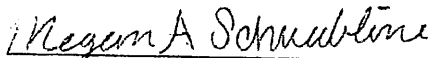
State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

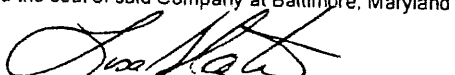
Commission Expires: 01/08/28


Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 1st day of May, 2024.


Lisa R. Slater, Secretary

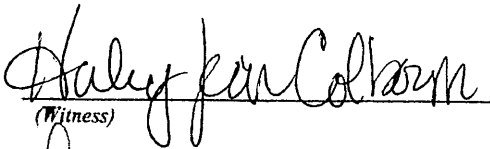
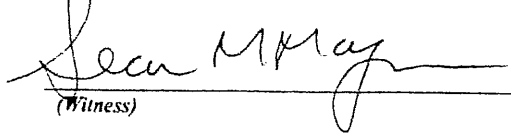
Attached to bond signed this 13th day of June, 2024

F:\unic\Power of Attorney form CS 2021 with Watermark Seal

Exhibit B

Signed and sealed this 13th day of June

, 2024


(Witness)

(Witness)

D&H Royale Construction LLC

(Contractor as Principal)

(Seal)

(Title)

Lexington National Insurance Corporation

(Signature)

(Seal)

(Title)

Mark D. Leskanic, Attorney-in-Fact

Init.

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User Notes:

(1177639241)

2



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Jana Steinmetz, Administrator

CERTIFICATION

WI-12951 -
Woman-Owned
Business Enterprise
(W)BE

**The Department of Administration
Division of Enterprise Operations
having determined that**

D&H Royale Construction LLC

*Has successfully met the certification requirements as outlined in
Wisconsin Administrative Code Adm. 83 and the policies adopted thereunder,
hereby grants the designation of*

Woman-Owned Business Enterprise

and is recognized as such until the expiration of registration and certification on

Expiration: February 12, 2027

NAICS Codes:

236118	Residential Remodelers
236210	Industrial Building Construction
236220	Commercial and Institutional Building Construction
238160	Roofing Contractors

Product:

Our expertise lies in managing complex Scopes of Work that require multiple trades and specialties, ensuring seamless and efficient project completion.

Authorized By:

Libby Schmiedlin

Equal Opportunity Specialist

Libby Schmiedlin

Division of Enterprise Operations, Supplier Diversity Program
101 East Wilson Street, PO Box 7970, Madison, WI 53707-7970 | (608) 267-9550 | DOA.WI.GOV



Roofing Consultants, Ltd.

Engineers, Architects & Building Envelope Specialists

1-800-549-0802

ADDENDUM TO GENERAL CONDITIONS

Addendum #: 1
Date: October 25, 2024
Project: City of New Berlin Utility Department
 Steep-Slope Roof System Replacement
 Green Ridge Pump House & Grange Ave Pump House
 12400 W. Crawford Drive & 12625 W. Grange Ave.
 New Berlin, WI 53151

Incorporation of the City of New Berlin General Terms and Conditions of Service Conditions

This Addendum ("Addendum") is made and entered into as of [October 23, 2024] and shall amend and supplement the Construction Contract ("Contract") entered into by and between [D&H Royale Construction, LLC], ("Contractor"), and [City of New Berlin], ("Owner"). The purpose of this Addendum is to incorporate the City of New Berlin's General Terms & Conditions of Service into the existing Contract, subject to the terms and conditions set forth below.

1. Incorporations of the City of New Berlin's General Terms & Conditions of Service

The Contractor and Owner agree that the City of New Berlin's General Terms & Conditions of Service ("City Terms") will now be part of the Contract. These City Terms must be followed for all work performed under this Contract, including any future changes or additions.

2. Coordination with RCL Engineering Group's General Conditions

It is further agreed that the City Terms shall work in conjunction with the General Conditions of the Contract as previously distributed and agreed upon by the parties ("RCL General Conditions"). In the event of any conflict, inconsistency, or ambiguity between the City Terms and the RCL General Conditions, the more stringent requirement of the two documents shall prevail and govern the execution of the work. The Contractor shall be responsible for adhering to whichever document imposes a higher standard or stricter requirement.

3. Compliance and Acknowledgement

The Contractor agrees to fully comply with both the City Terms and the RCL General Conditions. Failure to follow either, or the stricter of the two, will be considered a violation of the Contract.

4. Effect of Addendum

All other parts of the original Contract will remain in effect, except as modified by this Addendum. This Addendum, together with the original Contract, the RCL General Conditions, and the City Terms, will be considered the full agreement between the parties.

****Attached Documents**:**

For reference, the City Terms and the General Conditions of the Construction Contract are attached to this addendum. Please review these documents carefully and sign. Bid Form 2 must be dated and initialed.

These changes are effective immediately and apply to all ongoing and future projects under this agreement. All parties must acknowledge receipt and understanding of this addendum and the attached documents.

Thank you for your attention to these updates.

Sincerely,

Timothy Goehrke
Project Manager / Field Inspector

P.O. Box 1305, Waukesha, WI 53187
 825 N. Cass Ave., Suite 107, Westmont, IL 60559
 17295 Chesterfield Airport Rd., Suite 200, Chesterfield, MO 63005
 6259 Bury Dr., Eden Prairie, MN 55346
 9465 Counselors Row, Indianapolis, IN 46240
 Web Site: www.RCLeng.com

262-549-0802
 847-965-3366
 636-530-3663
 612-238-0802
 317-584-5440
 E-Mail:

Fax: 262-549-0776
 Fax: 847-965-9050
 Fax: 636-530-0596
 Fax: 612-238-0776
 Fax: 317-584-5483
 info@RCLeng.com

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and *part* of the contract between the City of New Berlin (hereinafter referred to as "City") and the contractor identified below (hereinafter referred to as "Contractor"). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other goods and services, collectively referred as to the "Goods" between the City and the Contractor. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Contractor and are not intended for the benefit of any other party.

2. Proposal. The Contractor is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Contractor agrees to install or provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with construction practices in the Milwaukee Metro area, using quality materials and products as identified in the Scope of Services.

4. Access to the Site. The City shall provide access to the Contractor to work in and on City property, and to provide utility services as may be agreed to the Scope of Services incorporated herein.

5. Storage of Materials. The storage of materials and storage of Contractor's equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Contractor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin and with such limits as the City may establish and require from time to time. Contractor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on all occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Contractor agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through the liability insurance endorsement. Contractor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Contractor. The parties warrant that no employer/employee relationship is established between the Contractor and the City by virtue of the terms of this contract. It is understood

Exhibit C

by the parties hereto that the Contractor is an independent contractor and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved.

9. Advertisements. Contractor shall not identify the City as a client or customer of the Contractor, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that modifications to the terms of the providing of these goods or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Contractor shall not exceed the sums paid by the City to the Contractor under this contract. In addition, to the extent that the Contractor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin in law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Contractor for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Contractor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Contractor shall

Exhibit C

be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Contractor be entitled to any penalty for the termination nor shall the Contractor be entitled to any payment for lost profits.

- B. *Termination for Cause.* If the City determines that the Contractor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Contractor of any such deficiency and in the event that the Contractor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Contractor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply *with* the terms of the contract. Under no circumstances shall the Contractor be entitled to any lost profits arising from the contract.

16. *Warranty.* Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. *Conflicts.* If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

18. *Protection of the Project Site.* Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. *Hold Harmless.* The contractor will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Contractor's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. *Indemnity.* The City shall not be liable for failure on the part of the Contractor or any other party performing under this contract in accordance with all applicable laws and regulations. Contractor waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. *Working Hours.* Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

Exhibit C

CITY:
City of New Berlin

CONTRACTOR:

[Insert Contactor Name]

By: _____

(Print Name & Title)

By: _____

(Print Name & Title)

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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1. DEFINITIONS

Whenever used in these General Conditions of the Construction Contract ("General Conditions") or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof.

Architect, Consultant, Engineer, Consultant or A/E: The term used to designate the Architect, Consultant and/or the Engineer that contracts with the Owner to provide the Architectural, Consulting and Engineering services for the Project. The Consultants are separate contractors and are not agents of the Owner. The term includes any associates or sub-consultants employed by the Consultant.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

Change Order: A document issued on or after the effective date of the Contract Between Owner and Contractor which is agreed to by and signed by both the Contractor and the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract price and/or the Contract Completion Date. The term Change Order shall also include written orders to proceed issued pursuant to Section 31(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

Construction: The term used to include new construction, reconstruction, renovation, remediation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Consultant: The term used to designate the consultant(s) retained by the Owner for specialty design and/or contract administration

Contract: The term "Contract" shall be interchangeable with the term "Contract Documents."

Contract Administrator: The Owner, or his representative, may appoint the Contract Administrator to provide site administration of the Contract. This shall include the coordination of all Work, the administration of all meetings and the flow of all paperwork, including Applications for Payment, specified by the Contract. The Scope of Authority of the Contract Administrator shall be detailed in a contract between the Owner and the Contract Administrator. A copy of this Scope shall be provided to the Contractor.

Contract Completion Date: The date by which the Work must be available to the Owner for inspection to determine whether the work has reached Substantial Completion, in accordance with Section 36(a). The Contract Completion Date is customarily established in the Notice To Proceed, based on the Time for Completion provided in the Contract Between Owner and Contractor. In some instances, however, the Contract contains a mandatory Contract Completion Date.

Contract Documents: The Contract Between Owner and Contractor signed by the Owner and the Contractor and any documents expressly incorporated therein. Such incorporated documents customarily include, but are not limited to, the bid submitted by the Contractor, these General Conditions, any Supplemental General Conditions, any Special Conditions, the plans and the specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the Work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work.

Day(s): Calendar day(s) unless otherwise noted.



Exhibit C

Defective Work: Work determined to be nonconforming, deficient or defective by Consultant or Owner's Representative.

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Fall Protection Plan: A plan developed by the Contractor or Subcontractor conforming to Federal, State and local codes to protect employees from falling and to protect the general public from falling objects. The Contract Administrator shall review the Fall Protection Plan. A copy of the Fall Protection Plan shall be maintained in the Job Log.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Consultant and the Contractor that the Work is totally complete in accordance with Section 36(b).

Field Directive: A written order, using an equivalent form, issued by a member of the Consultant which directs the Contractor to commence reviewing a change in design or amending an allowance incorporated in a Contract.

Field Order: A written order issued by a member of the Consultant which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project Float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Job Log: A log of all activities, submittals, meeting minutes, photographs, project documents, sign-in sheets, weather data, accident reports, Fall Protection Plans, Safety Plans, inspection reports, permits and project notes to be maintained by the contractor on site, two copies of which shall be provided to the Owner at project completion.

Notice: All written notices, including demands, orders, directives, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice delivered via United States Postal Service shall be deemed effective 72 hours after the delivery to the United States Postal Service official or mailbox, or upon the actual receipt of the Notice, whichever occurs first. All Notices to the Owner should be directed to the Contract Administrator.



Exhibit C

If the Owner and the Contractor agree in writing that Notices transmitted by Facsimile (Fax) are acceptable for the Project, such Notice shall be transmitted to the Fax number listed in the agreement and shall have a designated space for the Fax Notice recipient to acknowledge his receipt by authorized signature and date. The Fax Notice with authorized signature acknowledging receipt shall be faxed back to the sender. The Faxed Notice shall be effective on the date it is acknowledged by authorized signature. All Faxed Notices shall also be sent by hard copy, which shall be effective upon delivery, as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed Notice or the date of delivery, whichever occurs first.

Notice to Proceed: A written notice, on an equivalent document, given by the Owner to the Contractor (with a copy to the Consultant) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily confirm the Contract Completion Date based upon the requirements of the Contract Between Owner and Contractor.

Owner: The persons with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided. The term "Owner," as used herein, shall also include the Owner's Representative, if the Owner appoints one. (See limitations of the Owner's Representative below.)

Owner's Representative: The Owner's Representative as used herein shall be the Owner's designated agent on the Project. The Owner's Representative shall be the person through whom the Owner generally conveys written decisions and notices. All notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Owner's Representative. The scope of the Owner's Representative's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Pre-construction meeting defining those limits. In all instances within the limits of such scope, the Owner's Representative shall be considered a fully authorized agent of the Owner. Upon receipt of such scope, the Contractor shall be on notice that it cannot rely on any decisions of the Owner's Representative outside the scope of his authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Owner's Representative from time to time and may, in the event that the Owner's Representative is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Owner's Representative.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings which are included in the Contract Documents.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the Work described by the Contract Documents.

Project Observer: One or more persons employed by the Owner or Contract Administrator to inspect the Work on behalf of the Owner and to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Observer(s). The scope of the Project Observer's authority with respect to the Contractor is limited to that indicated in Section 13(e) and (f) and as supplemented by the Owner in writing to the Project Observer, which shall be copied to the Contractor.

Provide: Shall mean furnish and install ready for its intended use.

Safety Plan: A plan developed by the Contractor or Subcontractor in compliance with Federal, State and local codes to provide safe working conditions on site and to protect the general public from the ongoing work. The Contract Administrator shall review the Safety Plan. A copy of the Safety Plan shall be maintained in the Job Log.

Site: Shall mean the location at which the Work is performed or is to be performed.



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Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official to determine code compliance and for the Contractor to perform the Work. (The General Conditions, any Supplemental General Conditions, various bidding information and instructions, and blank copies of various forms to be used during the execution of the Work shall be bound with the Specifications.)

Subcontractor: A person having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the 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 the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplemental General Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Supplier: A manufacturer, fabricator, distributor, material man or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. When the Notice to Proceed is issued, it states a Contract Completion Date, which has been set by the Owner based on the Time for Completion.

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 are or 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.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

2. CONTRACT DOCUMENTS

The Contract Between Owner and Contractor, the Workers' Compensation Certificate of Coverage, the Standard Performance Bond (when required), the Standard Labor and Material Payment Bond (when required), the Schedule of Values and Certificate for Payment, the Contractor's Certificate of Substantial Completion, and the Contractor's Certificate of Completion are forms incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein. The Contractor must use them for their respective purposes.

- (a) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.



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- (b) The Contract Between Owner and Contractor shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
- (c) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Supplemental General Conditions the Contract Between Owner and Contractor; the General Conditions, the Special Conditions; the specifications with attachments; and the plans.
- (d) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.
- (e) All correspondence, invoices, memoranda, submittals and other documents related to this Project whether generated by the Owner, the Consultant and/or Consultant, the Contractor or others should be identified at the beginning of the document by the Project Number. Additional identification such as a job number, purchase order number or such may also be shown at the generator's option.

3. LAWS AND REGULATIONS

- (a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby.
- (b) This Contract and all other contracts and subcontracts are subject to the provisions of applicable laws within the jurisdiction of the Work relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the jurisdiction, who perform any Work related to the Project shall comply with all of the said provisions.
- (c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (d) The provisions of all rules and regulations governing safety in the jurisdiction of the Work shall apply to all Work under this Contract. Federal, State and local inspectors shall be granted access to the Work for inspection without first obtaining a search or administrative warrant
- (e) Building Permit: The Contractor shall be responsible for obtaining and paying for all permits required by the local building authority or such authority that has jurisdiction over the construction of the Work.
- (f) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 30 of these Short Form General Conditions with respect to each lower-tier Subcontractor and Supplier.
- (g) The Contractor, if not licensed as an asbestos abatement contractor within the jurisdiction of the work, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors as appropriate for the Work required.



- (h) If the Contractor violates laws or regulations that govern the Project, the Contractor shall defend and indemnify the Owner against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder that result from such violation.

4. NONDISCRIMINATION

- (a) During the performance of this Contract, the Contractor agrees as follows:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor will state that such Contractor is an equal opportunity employer.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs (1), (2) and (3) in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or vendor.

- (b) Where applicable, the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- (a) The Contractor shall establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
- (1) The manufacture, distribution, dispensation, possession, or use of alcohol or other drugs, except possession and medically prescribed use of prescription drugs.
 - (2) The impairment of judgment or physical abilities due to the use of alcohol or other drugs, including impairment from prescription drugs.
- (b) The Contractor shall post a copy of the policy in a conspicuous place at the Site and assure that all Contractor, Subcontractor and Supplier personnel entering the Site are informed of and comply with the policy.
- (c) Smoking shall not be allowed on the work site. A designated smoking area is to be agreed upon at the pre-construction meeting.

6. TIME FOR COMPLETION

- (a) The Time for Completion shall be as established in the Contract Documents. The Work must be substantially completed by the Contract Completion Date. Unless otherwise specified in the Supplemental General Conditions, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion. Contractor has satisfied for itself, and agrees that the time for completion established herein is reasonable and achievable.



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- (b) The Time for Completion shall be stated in the Contract Between Owner and Contractor and shall become a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Contract Completion Date, he shall be subject to payment of actual damages incurred by the Owner.
- (c) The Contractor, in submitting his bid, acknowledges that he has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns, which might be anticipated, based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, such as the U.S. Department of Commerce, local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center or National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner under the following conditions:
 - (1) The request for additional time shall be further substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate that an actual departure from normal weather occurred at the Site during the dates in question.
 - (2) The extension requested must be accompanied by a bar graph schedule detailing the time required to complete the project.
 - (3) All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before any consideration will be given to the request.
- (d) The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that he will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy by the Time for Completion or Contract Completion Date.
- (e) The Contractor agrees and warrants that he will achieve Final Completion of the Work (the entire completion of all Work, including "punch list" items), not later than thirty (30) days after achieving Substantial Completion.

7. CONDITIONS AT SITE

- (a) The Contractor shall have visited the Site prior to bidding and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing improvements and work within or adjacent to the Site. Claims, which result from the Contractor's failure to do so, will be deemed waived.
- (b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Consultant before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Consultant shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions.
- (c) If the Contractor, during the course of the Work, observes the existence of any material, which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions



regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

8. SUBCONTRACTS

- (a) The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner and Consultant in writing of the names of all Subcontractors proposed for the principal parts of the Work and of such others as the Consultant may direct. Where the Scope of Work or specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the Consultant shall direct the Contractor to contract with any particular Subcontractor unless provided in the Contract Documents.
- (b) The Owner may select a particular Subcontractor for a certain part of the Work and designate in the Contract Documents or Supplemental General Conditions that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated in writing. The Contractor shall include the stipulated amount plus his Contractor markups in the final Contract Sum. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- (c) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- (d) The Contractor shall be fully responsible to the Owner for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. 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 for 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 law.
- (e) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees. All invitees shall sign-in at the Job Log.
- (f) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- (g) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the Subcontractor(s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the Subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- (a) The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insured's. All insurance shall be occurrence based; claims-made policies are not permitted.
- (b) The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State in which the Work is performed, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit on the form provided by the Owner a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
- (c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.
- (d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
- (e) The Asbestos Contractor or Subcontractor, as the case may be, shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000 and shall name the following as additional insureds: The Owner; all members of the Consultant (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).
- (f) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



10. TAXES AND FEES

The Contractor shall pay all applicable Federal, State, and local taxes and fees applicable to the project. The Contractor shall identify in the bid all taxes and fees included in the contract amount and those taxes and fees that shall be added to the contract amount. Any tax or fee not identified as an addition to the contract amount shall be assumed to be included in the contract amount.

11. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind used in the performance of the Contract and shall pay all royalties and license fees. The Contractor shall hold the Owner, its officers, agents and employees harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the Owner and the Consultant. The Owner may direct that some other invention, process, technique, article or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the Owner and the Consultant, he shall be responsible for any loss or liability due to the infringement.

12. CONSULTANT STATUS

- (a) The Consultant shall have authority to endeavor to secure the faithful performance by Owner and Contractor of the Work under the Contract. The Consultant shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue Field Orders and Directives to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the Consultant shall confirm, in writing within seven (7) days, any oral order or determination made by him.
- (b) The Consultant shall have no authority to approve or order changes in the Work which alters the design concept or which call for an extension of time or a change in the Contract Price.
- (c) Although the Owner is bound by the terms of the Contract with the Contractor, including the plans and specifications, the Owner shall have the right, but not the duty, to countermand any decision of the Consultant and to follow or reject the advice of the Consultant, including but not limited to, acceptance of the Work, as it deems best. In those instances where the Consultant has been given authority to act, the Consultant shall promptly do so, but in the case of disagreement between the Consultant and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation, or decision of the Consultant if it is later determined that the same is not in accord with the Contract Documents. The party taking issue with the determination, interpretation or decision of the Consultant shall give the other party written notice of such fact within ten (10) days after the determination, interpretation or decision is communicated by the Consultant. In the actual performance of the



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Work, however, the Contractor shall, in the first instance, proceed in accordance with instructions given by the Consultant unless the Owner and the Contractor mutually agree that the Contractor will proceed otherwise.

- (d) All orders from the Owner to the Contractor shall be transmitted through the Consultant.
- (e) The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in Contract Documents), or for safety and fall protection precautions and programs in connection with the Work, and they shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.
- (f) The provisions of this section are included as information only to describe the relationship between the Owner, Consultant, and Contractor. No failure of the Consultant to act in accordance with this section shall relieve the Contractor from his obligations under the Contract or create any rights in favor of the Contractor.

13. INSPECTION/OBSERVATION

- (a) All material and workmanship shall be subject to observation, examination and testing by the Owner, the Owner's Representative, the Consultant, the Project Observer, authorized inspectors and authorized independent testing entities at any and all times during manufacture and construction. The Consultant and the Owner shall have authority to reject defective material and workmanship and require its correction. Defective workmanship shall be satisfactorily corrected and defective material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the defective material from the Site. If the Contractor fails to proceed at within a reasonable time with replacement of defective material and/or the correction of defective workmanship, the Owner may, after 7 days notice with opportunity to cure, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may, after 7 days notice with the opportunity to cure terminate the right of the Contractor to proceed as provided in Section 34 of these General Conditions, the Contractor being liable for any damage to the same extent as provided in Section 34 for termination thereunder.
- (b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the Owner. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of re-examination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or current ASTM protocols. If fees are charged for such tests and Certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.
- (c) Where Work is found to be related to or dependent on Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.



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- (d) The Project Observer has the authority to recommend to the Consultant and the Owner that the Work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.
- (e) The Project Observer has the right and the authority to:
 - (1) Observe all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
 - (2) Observe workmanship for compliance with the standards described in the Contract Documents.
 - (3) Observe and report on all tests and inspections performed by the Contractor.
 - (4) Recommend to the Owner's Representative rejection of Work which does not conform to requirements of the Contract Documents.
 - (5) Keep a record of construction activities, tests, inspections, and reports and append these to the Contractor's Job Log.
 - (6) Attend all joint site construction meetings and inspections held by the Owner and/or the Consultant with the Contractor.
 - (7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
 - (8) Check installations for proper workmanship and conformance with shop drawing and installation instructions and report the findings to the Owner's Representative.
 - (9) Assist in the review and verification of the Schedule of Values and Certificate for Payment, submitted by the Contractor each month.
 - (10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.
- (f) The Project Observer has no authority to:
 - (1) authorize deviations from the Contract Documents,
 - (2) enter into the area of responsibility of the Contractor's superintendent,
 - (3) issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work,
 - (4) authorize or suggest that the Owner occupy the Project, in whole or in part,
 - (5) issue a certificate for payment, or
 - (6) institute any safety or fall protection procedures.
- (g) The duties of the Project Observer are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Observer, nor shall the failure of the Project Observer to properly perform his duties



in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

14. SUPERINTENDENCE BY CONTRACTOR

- (a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Consultant and the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the plans and specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner and Consultant, in writing, of any proposed change in superintendent, including the reason therefore, prior to making such change. Contractor shall make a change in its Superintendent only upon approval by Consultant and Owner.
- (b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
- (c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

15. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

- (a) The Contractor shall be solely responsible for supervising and directing 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. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. However, the 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. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Consultant, the Project Observer, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

- (b) The Contractor shall develop and implement a written Fall Protection work plan including each area of the work place where the employees are assigned and where fall hazards greater than 6 feet, or otherwise defined in applicable safety regulations, exist. The Fall Protection Plan shall:
 - (1) Identify all fall hazards in the work area.
 - (2) Describe the correct procedures for the assembly, maintenance, inspection, and disassembly of the fall protection system to be used.



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- (3) Describe the correct procedures for the handling, storage, and securing of tools and materials.
 - (4) Describe the method of providing overhead protection for workers who may be in, or pass through, the area below the work site.
 - (5) Describe the method for prompt, safe removal of injured workers.
- (c) Prior to permitting employees into areas where fall hazards exist the Contractor shall:
- (1) Ensure that employees are trained and instructed in the items described above.
 - (2) Inspect fall protection devices and systems to ensure compliance with local, state and federal requirements applicable to the project.
- (d) Training of employees:
- (1) The Contractor shall ensure that employees are trained for the relevant job designation. Training shall be documented and shall be available on the job site.
 - (2) "Retraining." When the Contractor has reason to believe that any affected employee who has already been trained does not have the understanding and skill required by Section 15 (b) of this document, the Contractor shall retrain each such employee. Circumstances where retraining is required include, but are not limited to, situations where:
 - Changes in the workplace render previous training obsolete.
 - Changes in the type of fall protection systems or equipment to be used render previous training obsolete.
 - Inadequacies in an affected employee's knowledge or use of fall protection systems or equipment indicate that the employee has not retained the requisite understanding or skill.
- (e) If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Consultant, subject to the Owner's right to disapprove.

16. SCHEDULE OF THE WORK

- (a) **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. Extensions of time pursuant to Sections 31, 32, and 35, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Contract Completion.

Within a reasonable time after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Consultant, a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify



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the Contractor of its acceptance of or objections to the preliminary schedule within seven (7) days of receipt by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, updated schedule, plan of action, etc., shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner and which is compliance with the Contract Completion Date. Nor shall subsequent progress payments be payable to the Contractor unless and until he maintains the monthly bar graphs or status reports required by Section 16(c) herein or unless and until he provides any recovery schedule pursuant to Section 16(d) herein.

Failure to provide a satisfactory preliminary or fully complete Project Schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 34 of these General Conditions.

- (b) **Bar Graph Schedule:** Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Consultant, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor.

The Contractor shall allow sufficient time in his schedule for the Consultant to conduct whatever associated reviews or inspections as may be required under the Consultant's contract with the Owner. If the Consultant and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Consultant activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

A copy of the Bar Graph Schedule shall be maintained in the Job Log. The bar graph schedule shall include required relocation dates for the occupants of each unit, as applicable. Contractor shall perform its Work in a manner that minimizes the need for and length of time for temporary relocations by Unit Owners. Contractor shall perform its Work in substantial adherence to such relocation schedule as approved by Owner. Contractor shall schedule its work with the Construction Administrator to coordinate relocation schedules.

- (c) **Monthly Project Reports:** The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the Consultant along with his monthly request for payment a copy of the bar graph schedule annotated to show the current progress. The bar graph schedule submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders; and the installation of materials. The form shall be approved by the Consultant and the Owner; however, a bar graph marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of



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the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures he is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded. Copies of all documents shall be maintained in the Job Log.

(d) **Progress Delay:** Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

- (1) The Contractor's monthly progress report indicates delays that are, in the opinion of the Consultant or the Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question.
- (2) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the Schedule, which, in the opinion of the Consultant or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with its schedule.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

17. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- (a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Consultant and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.
- (b) All requests for payment shall be made on the Schedule of Values and Certificate for Payment or other pre-approved form. Succeeding pages may be on and continuation sheets or a computerized spreadsheet which is in the same format and which contains the same information. Where a computerized spreadsheet is used, one copy of the entire Schedule of Values shall be provided to the Owner via an agreed format of electronic media in a spreadsheet format with the initial request for payment.
- (c) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the project, the quantities delivered, the Work completed, and the quantities stored on or off site. No payment shall be made for offsite materials.
- (d) Every submitted Schedule of Values and Certificate for Payment shall have the "Value of Work Completed" portion completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the Consultant, are necessary or sufficient to justify payment of the amount requested.



- (e) Should Work included in previous submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the "Value of Work Completed" portion of the first submitted after such identification shall be modified to reduce the "completed" value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.

18. ACCESS TO WORK

The Consultant, the Owner, the Contract Administrator, the Owner's observers and other testing personnel, inspectors from State and local agencies, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection. All parties visiting the site shall sign in at the Job Log.

19. PLANS AND SPECIFICATIONS

- (a) The general character and scope of the Work are illustrated by the plans and the specifications. If the Contractor deems additional detail or information to be needed, he may request the same in writing from the Consultant to clarify intent conveyed in the Scope of Work or plans and specifications. His request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Consultant shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- (b) Contractor shall perform a review of the Contract documents and identify any conflicts, errors, and discrepancies such as to avoid delays to the work. If the Contractor finds a conflict, error, or other discrepancy in the plans or specifications, he shall notify the Consultant in writing as soon as reasonably possible, but before proceeding with the affected Work. The Consultant shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work, he shall notify the Consultant of such prior to proceeding with that Work and he shall submit a request for Change Order along with a detailed substantiating cost proposal through the Consultant to the Owner within ten (10) calendar days.
- (c) In case of differences between small and large-scale drawings, the large-scale drawings shall govern. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.
- (d) Where the word "similar" appears on the drawings or Scope of Work, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- (e) The specifications are divided into several parts, or sections, for convenience only, since the entire specifications must be considered as a whole. The divisions of the specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work.
- (f) Measurements or dimensions shown on the drawings for Site features, utilities and structures shall be verified at the Site by the Contractor. The Contractor shall not scale measurements or dimensions from the drawings. If there are discrepancies, the Consultant shall be consulted. If



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new Work is to connect to, match with or be provided in existing Work, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.

20. SUBMITTALS

- (a) The Contractor shall submit a listing of all Submittals required by the Consultant or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Consultant. The Contractor shall identify all Submittals with the Project Code Number as established by the Owner and the Contract Administrator.
- (b) Submittals shall be forwarded to the Consultant for approval if required by the specifications or Scope of Work or if requested by the Consultant or the Owner. No part of the Work dealt with by a Submittal shall be fabricated by the Contractor, save at his own risk, until such approval has been given.
- (c) Submittals shall be accompanied by a letter of transmittal which shall list the Project Number, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project and cross-referenced to the plans or specifications as needed to identify the use for which the item or component is intended.
- (d) The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.
- (e) The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking so as not to delay the work.
- (f) If a Submittal indicates a departure from the Contract requirements, the Consultant may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate. Approval of a submittal shall not be deemed a Change Order or approval of any deviation from the Contract Documents, unless the deviation is specifically identified in the submittal and is specifically authorized in writing as an approved deviation by the Consultant and Owner's Representative.
- (g) The Work shall be in accordance with approved Submittals and the Contract Documents. Approval of the Contractor's Submittals by the Consultant does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.
- (h) Additional Submittal requirements are shown in the specifications.

21. FEES, SERVICES AND FACILITIES

- (a) The Contractor shall obtain all permits, and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes



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unless otherwise specifically stated in the Contract Documents. However, the Owner accepts all responsibility for any delays in obtaining permits not the sole fault of the contractor, including but not limited to delays caused by the issuing agency. The Owner shall reimburse the Contractor for Building Permits as a direct expense reimbursement upon presentation of the permit receipt(s).

- (b) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through his Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of any nature whatsoever necessary to execute the Work completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.

22. EQUALS

- (a) **Substitute materials, equipment or assemblies:** The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the Consultant provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the Consultant's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Substitution Request Approval form will be issued to all known bidders prior to bid, or a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the Consultant redesign fee and the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.
- (b) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.
- (c) The Scope of Work or Specification documents shall address timing of submission for alternates or substitutes, including response time to Contractor requests. Notwithstanding such letter, other than substitutions through Change Directives issued by Consultant, Contractor itself warrants that such components shall be compatible and further warrants (and shall procure manufacturers' warranties for) all substitutions to the same extent as the required warranty for the original item.

The Contractor shall be responsible for review and confirming compatibility of all components in the event of a substitution. Letters from the relevant material Suppliers confirming compatibility shall be sufficient evidence of compatibility.

23. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear and good title to all materials and supplies which he uses in the Work or for which he accepts payment in whole or in part.

24. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- (a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new.
- (b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the



industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Owner and the Consultant immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

- (c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. **In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen.** Poor or inferior workmanship (as determined by the Consultant, the Owner or other observing authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Consultant, the Owner, or other inspecting authority, as applicable.

25. WARRANTY OF MATERIALS AND WORKMANSHIP

- (a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new and in compliance with the Submittals and the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with best industry practices and the Contract Documents and shall be performed by persons qualified at their respective trades.
- (b) Work not conforming to these warranties shall be considered Defective.
- (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's and system manufacturer's other guarantees or obligations in the Contract or under relevant State law.

26. USE OF SITE AND REMOVAL OF DEBRIS

- (a) The Contractor shall:
 - (1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contract, as agreed and set forth in the pre-construction meeting.
 - (2) Store his apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of his Work or the work of any other separate contractor.
 - (3) Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work. Prior to performance of the Work, contractor shall identify and obtain the Consultant's approval of all staging and storage areas, and shall limit its staging and storage to such areas. Contractor shall leave the site in a clean and safe condition on a daily basis with tools and equipment properly stored.

27. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor expressly undertakes, both directly and through his Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.
- (b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.



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- (c) The provisions of all Federal, State and local rules and regulations governing health and safety as adopted by the relevant authority, shall apply to all Work under this Contract
- (d) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by State or local authority, local conditions, or the Contract.

28. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions. As specified in Section 6(c), the Contract period may be extended due to loss of time due to unfavorable climatic conditions not anticipated after evaluation of historical conditions.

29. PAYMENTS TO CONTRACTOR

Lien Waivers

As a condition to final payment, Contractor shall deliver conditional and unconditional lien waivers from the Contractor and all Subcontractors and Suppliers with contracts over \$5000, without exceptions.

- (a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment, showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the Consultant. When evaluating the Contractor's, the Consultant will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Consultant will review the Payment Request no earlier than the 25th day of the month, but not later than the 5th day of the following month. The Contractor will submit his monthly estimate of Work completed on so that it is received by the Consultant and the Owner's Contract Administrator at least one work day prior to the date scheduled by the Consultant. Work done shall be taken into consideration, if properly documented as required by Section 17 of these General Conditions.
- (b) No payment shall be made to the Contractor until the Contractor furnishes to the Owner his Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation, Limited Liability Company or other legal entity. No payment shall be made to the Contractor until Certificates of Insurance or other satisfactory evidence of compliance by the Contractor with all the requirements of Section 9 of these General Conditions have been delivered to the Owner. Further, no payments on the basis of Work performed by a Subcontractor shall be paid by the Owner until copies of any certificates of insurance required of the Subcontractor under Section 9 have been delivered to the Owner.
- (c) In making such partial payments, ten percent (10%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of state or federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like.



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- (d) All material and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.
- (e) The final payment, which shall include the retainage and less any amounts due to or claimed by the Owner, shall not become due until the Consultant and the Owner agree that Final Completion has been achieved and until the Contractor delivers to the Owner through the Consultant a Certificate of Completion by the Contractor and an Affidavit of Payment of Claims stating that all Subcontractors and Suppliers of labor and/or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the final payment may include, but are not limited to, amounts due pursuant to Section 3(h), Section 13(a)-(d), costs incurred to repair or replace defective work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible and any liquidated (if applicable) or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or, Supplier pursuant to Section 30(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into a State or Federal Court sitting in the State of the Work, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof. Owner shall have the right to withhold the amount of any payment required by a Subcontractor to submit a lien waiver or remove a lien that is in excess of the amount otherwise due Contractor. In the event any construction lien is filed against the Project, then provided Owner has paid the amounts then due Contractor under this Contract, Contractor shall pay the amount of such lien or bond over such lien within 15 days of its filing.
- (f) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 29(e) of these General Conditions, the Consultant shall deliver the written Certificate of Completion to the Owner, with a copy to the Contractor, stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefore. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor; disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.
- (g) Unless there is a dispute about (i) the compensation due to the Contractor, (ii) Defective Work, (iii) quality of the Work, (iv) compliance with the Contract Documents, (v) completion itself, (vi) claims by the Owner, (vii) or other matters in contention between the parties, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment in proper form by the Consultant, the Owner shall pay to the Contractor the amount approved by the Consultant, less all prior payments and advances whatsoever to or for the amount of the Contractor. In the case of final payment, the completed Affidavit of Payment of Claims, the



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Certificate of Completion by the Contractor, and the Certificate of Completion by the Consultant shall accompany the final Schedule of Values and Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute.

- (h) Per the terms of the contract, interest may accrue on all amounts owed by the Owner to the Contractor which remain unpaid thirty (30) days following the Payment Date. Interest rate as stated in the Contract.
- (i) The acceptance by the Contractor of the final payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work.
- (j) No Certificate for Payment issued by the Consultant, and no payment, final or otherwise, no Certificate of Completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work.

30. PAYMENTS BY CONTRACTOR

The Contractor is obligated to:

- (a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract:
 - (1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 - (2) Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment. If the Contractor withholds any portion of a payment to any Subcontractor that was previously paid to Contractor, then if the Contract Administrator so determines it appropriate, Owner shall receive a credit for that withheld amount on the next monthly certificate for payment.
- (b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (a)(2) of this Section.
- (c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.



31. CHANGES IN THE WORK

- (a) The Owner may at any time, by written order utilizing the Contract Change Order, make changes in the Work which are within the general scope of the Contract. At the time of the Pre-construction Meeting described in Section 40(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in these General Conditions.

In making any change, the charge or credit for the change shall be determined by mutual agreement. The Owner agrees the Consultant has authority to issue Change Orders. The Owner agrees that the Contractor is not responsible for delays caused by either the Owner's or Consultant's failure to approve Change Orders or authorize the commencement of the work in writing. Changes shall be determined by one of the following methods:

- (1) By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. The price change shall include the Contractor's overhead and profit.
- (2) By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.
- (3) By ordering the Contractor, by Change Order citing this subsection, to proceed with the change to the Work to keep in a form acceptable to the Owner, an accurate, itemized account of the cost of the change in the Work, including, but not limited to, the costs of labor, materials, equipment, and supplies; and to annotate a copy of the Project schedule to accurately show the status of the Work at the time this initial change order is issued, to show the start and finish of the changed Work, and the status of the Work when the changed Work is completed. A Change Order citing this subsection shall describe the parameters of the change in the Work, describe the cost items to be itemized and verified for payment, address the impact on the schedule for Substantial Completion, and state that a subsequent Change order will be issued to incorporate the cost of the changed Work into the Contract Price and any change in the Contract Time for Completion or Contract Completion Date. The Contractor shall sign the Change Order acknowledging he has been directed to proceed with the changed Work. The Contractor's signature on each initial Change Order authorizing Work and citing this Subsection as the method for determining the cost of the Work shall not constitute the Contractor's agreement on the cost or time impact of the changed Work.

Within fourteen (14) days of the conclusion of such ordered Work, the Contractor and the Owner shall arrive at a cost for the Change Order, based on the records kept and the Contractor's allowance for overhead and profit and such costs shall be incorporated into a Change Order which references the Change Order ordering the Work. If agreement on the cost of the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may file a claim for the disputed amount as provided for in Section 39.

- (b) The Contractor shall review any Owner requested or directed change and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other



reasonable time as the Owner may direct), stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price. A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order.

32. EXTRAS

If the Contractor claims that any instructions given to him by the Consultant or by the Owner, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the Consultant and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than 48 hours after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than 48 hours after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided in Section 31 of these General Conditions, and any additional compensation shall be determined by one of the three (3) methods provided in said Section 31, as selected by the Owner. Except as otherwise specifically provided, no claims for extra Work shall be allowed unless timely notice, as required by this section, is given by the Contractor and unless such Work is performed pursuant to written Change Order as provided in Section 31. The Change Order shall designate which of the three methods for computing charges and credits set forth in said Section 31(a) shall be used.

Contractor agrees that the intent of this Agreement is that all work required for building envelope repairs (building envelope included all exterior building elements) and related remediation is included in the basic scope of work. Accordingly, the only work that constitutes and qualifies as a change (under Paragraph 31 herein) or extra, in the event there are any changes or extras, is "betterment" to the premises which are the subject of this Agreement.

A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order therefore.

33. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by him, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum certified by the Consultant when no dispute exists as to the sum due or any provision of the Contract, then the Contractor may, upon seven (7) calendar days written notice to the Owner and the Consultant, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Termination of the contract under this section is not without prejudice to any other right or remedy of the Contractor including, but not limited to, recovery of damages for breach of contract.

34. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- (a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail



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to complete work except in cases for which extension of time is provided, to supply enough properly skilled workmen or provide materials and equipment, or if he should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if he should disregard laws, ordinances or the written instructions of the Consultant or the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.

- (b) Prior to termination of the Contract, the Owner shall give the Contractor seven (7) calendar days' written notice pursuant to Section 1 ("Notice") of these General Conditions, during which the Contractor may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said seven (7) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the seven (7) day notice period. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further seven (7) day notice, by notifying the Contractor in writing of the termination.
- (c) Upon termination of the Contract for cause, the Owner shall take possession of the Site and of all materials thereon and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment unless the expense of finishing the Work, including compensation for additional managerial and administrative services is less than the unpaid balance of the correct price. If the cost to complete the work exceeds the contract price, then the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others. At Owner's sole election, the Contractor shall assign, in whole or in part, its subcontracts, purchase orders, and documents evidencing other such sub tier relationships consistent with the assignment provisions stated in Paragraph 8 (g) of this Contract.
- (d) Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.

35. DAMAGES FOR DELAYS; EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, its agents or employees or any separate independent contractor of the Owner, and the act or omission is the result of or is necessitated by causes outside the Owner's control; or if the Contractor is delayed by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner's or Contractor's control, the Contractor shall give the Owner and the Consultant written notice within (five) 5 calendar days of the inception of the delay. The Owner shall extend the time for Substantial Completion or Final Completion, as the case may be, for the length of time that the Substantial Completion or Final Completion of the Work was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay.
- (b) The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays caused by acts or omissions of the Contractor due to causes within his control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, or from incomplete, incorrect or unacceptable Submittals or samples.



36. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- (a) The Contractor shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Contractor, of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Consultant's endorsement is a convenience to the Owner only and shall not relieve the Contractor of his responsibility in the matter nor shall the Consultant's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Consultant.

The Contractor shall furnish access for the inspection and testing as provided in Section 18 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list," which must be finished and corrected to obtain Final Completion.

After successful completion of the inspection and the Consultant determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Consultant shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Consultant, that the Work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete. Punchlists shall be prepared both upon Substantial Completion of the Work on each unit, and upon Substantial completion of the entire Project. Unit punchlist work shall be finally completed within 30 days after Substantial Completion of the Unit Work.

- (b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor, of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date given. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and final payment shall be made in accordance with Section 29 of these General Conditions.
- (c) The Consultant shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections.

37. GUARANTEE OF WORK

- (a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for five (5) years from the date of Final Completion of the Work and any related work (whether performed by Contractor or not), and acceptance of the Work and any related work by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before



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the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement.

- (b) The Owner (or any Unit Owner) shall be entitled to make emergency warranty repairs (e.g. for water intrusion) if Owner is not able to reach Contractor to make such emergency repairs on Owner's first attempt to do so, or if contractor does not immediately take steps to commence such repairs upon Owner contacting Contractor, in which case Contractor shall reimburse Owner the reasonable cost of repair within ten days after request. If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Consultant which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein.
 - (2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the Consultant, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract.
 - (3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbances that result from fulfilling the provisions of this Section.
- (c) In any case, when in fulfilling the requirements of the Contract and this guarantee or by other guarantee or warranty, the Contractor disturbs any work performed by a separate contractor, he shall restore such work to a condition satisfactory to the Consultant and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.
- (d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his Surety shall be liable for all expense incurred.
- (e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.
- (f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract, the Contract Documents, or by law.
- (g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 25. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.

Within ten (10) working days of the Contract Completion Date, which will be determined when the Notice to Proceed is issued, Contractor will supply the following closeout documentation to the Consultant.

- Certificate of Completion from the Contractor
- Warranties (Labor and/or Material) from the Contractor and its Subcontractors



- Product Data and/or Brochures for all materials used on this project (originals only)
- Final Lien Releases from the Contractor and its Subcontractors

38. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

39. CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given within a reasonable time of the occurrence or beginning of the event upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. All claims shall be submitted along with all practically available supporting evidence and documentation.

The decision of the Owner on the Contract shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on a claim, initiates legal action as provided by local, state and Federal statutes or in such other forum as may be agreed to in the Supplementary General Conditions. Failure of the Owner to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action.

40. PROJECT MEETINGS

- (a) The intention of this Section is that the Contractor, the Owner and the Consultant have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely, reasonable basis. The Owner and its Consultant are responsible for making a reasonable effort to provide timely responses to the Contractor.

- (b) Pre-construction Meeting:

Prior to the start of construction and no later than fifteen (15) calendar days after the Notice to Proceed, a "Pre-construction" meeting shall be held with attendees to include the Owner's Contract Administrator and Project Observer, the Consultant, the Contractor's superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

- (1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority.
- (2) Names, addresses, telephone numbers, fax numbers and email addresses to be used for Requests for Information (RFI), Field Directives, Requests for Proposals (RFP), shop drawings, Submittals, and notices.
- (3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.
- (4) Schedule of Values and Certificate for Payment Form (RCI Form D004) requirements and procedures.
- (5) Procedures for shop drawings, product data and Submittals.



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- (6) Procedures for handling Construction Field Directives and Contract Change Orders.
 - (7) Procedures for Contractor's request for time extension, if any.
 - (8) Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, storm water management, project signs, clean up and housekeeping, temporary facilities, utilities, security and traffic
 - Safety
 - Fall Protection
 - Layout of the Work
 - Quality control, testing, inspections and notices required
 - Site visits by the Consultant and others
 - Owner's Project Observer duties
 - Running Punch List
 - As-Built Drawings
 - (9) Procedures and documentation of differing or unforeseen Site conditions.
 - (10) Monthly Pay Meeting.
 - (11) Project Close-Out requirements and procedures.
 - (12) Project records.
- (c) Other Meetings:
- (1) Regular Meetings between the Consultant, the Contractor, Subcontractors, and the Owner's Representative shall take place at times and locations as decided in the Pre-construction Meeting. The Consultant, the Contractor or the Owner's representative may call additional meetings, on condition that they have provided a minimum of five (5) days notice. Notice shall be provided on the Notice of Meeting form and will indicate the date, time and location of the meeting, as well as a list of the expected attendees and a summary agenda.
 - (2) Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

*** * * END OF GENERAL CONDITIONS * * ***

