

SECTION 00020 - ADVERTISEMENT FOR BIDS
Rowan County Fiscal Court
Rowan County EMS Building
Morehead, Kentucky

Sealed bids for the construction of the approximately 3,300 s.f. new EMS Building and all work shown in the contract documents will be received on behalf of the Rowan County EMS Building for the Rowan County Fiscal Court, Morehead, KY, will be received in the office of Harry Clark, Judge Executive, Rowan County Courthouse, 600 W Main Street, Suite 158, Morehead, KY 40351, (606) 784-4211, until 4:00 p.m., local time, Monday, May 18, 2020 and then at said office will be publicly opened and read aloud at the Fiscal Court Meeting, Tuesday, May 19, 2020.

The CONTRACT DOCUMENTS may be reviewed at the following locations:
MSE Web Site: mselex.com under Bid Opportunities
Rowan County Courthouse at location stated above

All Contract Documents and Addenda will be posted on our web page, mselex.com under Bid Opportunities and will not be sent to plan holders by MSE of Kentucky, Inc.

Copies of the Contract Documents may be obtained at the office of Lynn Imaging, 328 E. Vine St. Lexington, KY 40507, (859) 226-5850 upon receipt of a check made payable to Lynn Imaging in the amount of \$150.00 (non-refundable) and a check made payable to MSE of Kentucky, Inc. of \$100.00 (refunded when specs and plans are returned to Lynn Imaging within 30 days). All orders must be prepaid. There will be a 24 hour turn-around on all orders.

Sealed bid should be labeled "Rowan County EMS Building". If mailed/shipped, bid should be enclosed in another envelope and addressed to: Rowan County Fiscal Court, Rowan County Courthouse, 600 W Main Street, Suite 158, Morehead, KY 40351.

A certified check or bank draft, payable to Rowan County Fiscal Court, government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent of the bid shall be submitted with bid. The successful bidder will be required to furnish and pay for the following: A performance and payment bond for 100% of the contract price.

Bidders must visit the site.

No Bid shall be withdrawn for a period of sixty (60) days subsequent to opening of bids without consent of the Rowan County Fiscal Court.

Any proposal received after the time and date specified shall not be considered and will be returned unopened to the proposer.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions of this advertisement and/or the specifications and reserves the right to waive informalities or reject any and all bids in the interest of the citizens of Rowan County. This is an invitation for offer to bid; not an offer to enter into a contract. If a bid is accepted, the contract will be awarded to the lowest responsible lump sum total base bid.

End of Section

SECTION 00100 - INSTRUCTIONS TO BIDDERS
ADDITIONAL INFORMATION

PART 1 - GENERAL

1.01 DEFINITIONS

- A. AIA Document A701/1997, Instructions to Bidders, Articles 1 through 8, inclusive, is a part of this Contract.
- B. General Conditions of the Contract for Construction, AIA Document A201/2007 or current edition, Articles 1 through 14 inclusive, are a part of this Contract.

1.02 BIDDING DOCUMENTS

- A. The Bidding Documents are the Bidding and Contract Requirements, the Specifications, the Drawings and any addenda issued prior to receipt of bids.
- B. Documents are on file and may be examined or obtained for bidding purposes as stated in Section 00020 - Advertisement for Bids.

1.03 SUBSTITUTIONS AND APPROVALS DURING BIDDING

- A. Whenever products or materials are specified as "Standards" or they are otherwise named, approval of other equal quality products shall be obtained by requesting in writing and presenting for evaluation, such product or material, to the Architect, no later than seven (7) days prior to date set for receipt of bids. Submittals circumventing the above time frame will not be processed.
 - 1. If approval is granted, product or material will be added by Addendum.
 - 2. No direct reply will be made to any requests for changes, but any requested changes approved by the Architect will be stated in an Addendum issued to all prime-bidders.
 - 3. Issuance of Bidding Documents does not constitute approval of products, materials, or subcontractors.

1.04 ADDENDA

Article 3: Bidding Documents. 3.4 Addenda, 3.4.3. Change the four days to read as follows: Addenda will be issued by the Architect when in the opinion of the Architect the issuance of an addenda is in the interest of the bid process and the Owner.

1.05 BIDDER'S REPRESENTATION

- A. Each Bidder, by making his bid, represents that he has read and understands the bidding documents.

- B. Each Bidder, by making his bid, represents that he has familiarized himself with the local conditions under which the Work is to be performed.
 - 1. No additional costs of any type will be allowed by the failure of the Bidder to avail himself of the privilege of a complete and thorough, on-site inspection.
- C. Each bidder must visit and inspect the site.

1.06 BID SECURITY

- A. Provide bid security in the form of Bid Bond, AIA Documents A310, for five percent (5%) of bid made payable to the City of Corbin . This security shall be forfeited if the bidder is awarded the contract and subsequently fails to enter into a contract with and furnish the required contract bond to the OWNER within ten (10) days after notice of acceptance of his proposal is made.
- B. The bid security of all unsuccessful bidders will be returned promptly after an award has been made, or in the event that all bids are rejected. The bid security of the successful bidder will be returned when a satisfactory performance and labor and material payment bond has been furnished and the contract executed.

1.07 PREPARATION OF BIDS

- A. Bids shall be submitted in duplicate only on proposal bid form as included herein.
- B. Any interlineation, alteration, or erasure will be grounds for rejection of the Bid. Bids shall contain no recapitulation of the work to be done.
- C. Bids shall be based on the materials, construction, equipment and methods named or described in the specifications and on the drawings, and any addenda issued prior to receipt of bids.
- D. Proposals shall be sealed in an opaque envelope marked with the bidder's name and business address, and bearing the following caption:
 - 1. Proposal for:
Rowan County Fiscal Court
EMS Building
 - 2. Proposals shall be addressed and delivered to:
Rowan County Fiscal Court
600 W Main Street, Suite 158
Morehead, KY 40351

1.08 BID SUPPLEMENTS

- A. Bids shall be accompanied by the following supplemental documents, all properly signed and notarized:
 - 1. Bid Security, Bid Bond, AIA Document A310
 - 2. Document SC-1 - Subcontractors List (may use your own form)
 - 3. Document PC-1 - Project Cost Breakdown (may use your own form)
 - 4. Non-Collusion Affidavit

1.09 SELECTION OF BIDS

- A. The Owner reserves the right to reject any and/or all bids and to waive any informality in bidding.

1.10 AWARD OF CONTRACTS

- A. Contracts shall be deemed to have been awarded when Notice of Award shall have been duly served upon the Bidder by any officer or agent of the Owner duly authorized to give such notice. Before the contract becomes valid, the Bidder must provide all necessary bonds, insurance and other information herein called for.

1.11 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH THE FOLLOWING:

- A. A One Hundred Percent (100%) Performance/Payment Bond, in an amount equal to the total contract price. This bond shall guarantee all labor and materials to be as required, the faithful performance of the contract and the prompt and faithful payment of any claim or liens from any cause for which the Contractor is liable, including those for labor, materials, utility services, transportation costs and for supplies, equipment and machinery (or rental thereof).
- B. Such guarantee bonds shall remain in effect and full force for one (1) year after final acceptance of the work. Such bond shall not be executed as of a date prior to the executing of the contract.

1.12 DETAILED COST BREAKDOWN

- A. Upon award of contract, Contractor will have seven (7) working days to generate a finalized detailed cost breakdown and a detailed project schedule of the project. All construction draws made on the project will require updating the Contractor's cost breakdown. Architect and Owner approval will be required on all pay requests.

1.13 CONTRACTOR'S RESPONSIBILITY REGARDING SUB-CONTRACTORS

- A. It shall be prime contractor's responsibility to check all sub-bids carefully to determine whether or not any exceptions, omissions, or alterations to the drawings and specifications have been noted therein, as he is solely responsible for a complete job in strict accordance with drawings and specifications.

1.14 COMMENCING WORK

- A. Contractor shall commence work within ten (10) days after written Notice to Proceed is issued by the Owner, unless otherwise arranged by the Owner.

1.15 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

- A. These construction documents are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to the latest amendments of the following:
 - 1. William - Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - 2. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- B. All prime contractors, sub-contractors and their employees shall be solely responsible to conduct their work in conformance with the regulations contained in this act and as amended. All material suppliers and manufacturers shall be fully aware of their responsibilities and the requirements of the finished project under the regulations of this Act, and as amended. Such materials and fabricated products incorporated in this project shall, at the time of installation or application, be in conformance with the regulations of this act, and as amended.

END OF SECTION

SECTION 00310 - BID SCHEDULE

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____ *

to the Rowan County Fiscal Court (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the Rowan County EMS Building in strict accordance with the Contract Documents, within the time set forth and the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed and to complete the Project within one hundred twenty (120) consecutive calendar days following the Notice to Proceed. BIDDER further agrees to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter as provided in the General Conditions and the Special Conditions.

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the lump sum contained in the following Bid Schedule.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Item	Description	Unit	Cost of Item
1.	Architectural and Structural Items	LS	\$ _____
2.	Mechanical/Electrical Items	LS	\$ _____
3.	Special Inspections	LS	\$ <u>10,000</u>
4.	All Other Miscellaneous Costs	LS	\$ _____
TOTAL COST OF ITEMS 1 - 4			\$ _____

The bid prices shall include all labor, materials, overhead, profit, insurance, and other costs necessary to install the finished work of the several items called for. Changes shall be processed in accordance with the General Conditions.

This is an invitation for offer to bid, not an offer to enter into a contract.

Accompanying this Proposal is a certified check or standard Bid Bond in the sum of _____ Dollars (\$ _____), in accordance with the Information for Bidders. The BIDDER, by submittal of this Bid, agrees with the OWNER that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to fulfill his agreements as provided in this Proposal.

Addenda to the Drawings and Specifications issued heretofore are hereby acknowledged by the undersigned as being:

No. _____ Date: _____ No. _____ Date: _____
 No. _____ Date: _____ No. _____ Date: _____

BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the actual date of bid opening.

Within ten (10) calendar days after receiving written notice of the acceptance of this Bid by the OWNER, the Bidder will execute and deliver to the OWNER four (4) copies of the Agreement and such other required Contract Documents.

BIDDER: _____
(Name of Company or Partnership)

By: _____
(Signature) (Date)

(Print Name) (Title)

(Street Address/P.O. Box) (Phone Number)

(City, State, Zip)

Attested By: _____
(Signature) (Date)

Seal (If bid is by a corporation)

END OF SECTION

SECTION 00410 - BID SECURITY FORM

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Bid security for this project shall be in the form of a Bid Bond executed on AIA Document A310 form in the amount of five percent (5%) of the bid, made payable to the Owner.
 1. The bid security of all unsuccessful bidders will be returned promptly after an award has been made or in the event that all bids are rejected. The bid security of the successful bidder will be returned when satisfactory performance and labor and material payment bonds (AIA Document A312) have been furnished and contract executed, including one year warranty period.

END OF SECTION

SECTION 00480 - NON-COLLUSION AFFIDAVIT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Non-Collusion Affidavit for the project shall be submitted with the bid proposal, and a copy of this document is bound herewith.
 - 1. When properly executed, this Document shall become a part of the successful bidder's Contract Document.

END OF SECTION

NON-COLLUSION AFFIDAVIT

The undersigned bidder, on behalf of its officers and agents or representatives being duly sworn, states that it has not in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any other person or public officer whereby bidder has paid or is to pay to such other bidder or other person or public officer any sum or money, or has given or is to give to such other bidder or other person or public officer anything of value whatever, or such affiant or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Subscribed and sworn to before me by _____ this
_____ day of _____, 20____.

My Commission expires:

Notary Public

END OF AFFIDAVIT

SECTION 00490 - NOTICE OF AWARD

To: _____

Project Description: _____ Rowan County EMS Building _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the Required Contractor’s Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2020.

Rowan County Fiscal Court
Owner

By _____
Name/Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,

this the _____ day of _____, 2020.

By _____
Name/Title _____

SECTION 00500 - AGREEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The contract Agreement for this project shall be AIA Document A101, Owner - Contractor Agreement Form - Stipulated Sum, 2017 edition.
- B. This form, when fully executed, shall become a part of the successful bidder's Contract Documents.

END OF SECTION

**SECTION 00610 - PERFORMANCE BOND AND
LABOR AND MATERIAL PAYMENT BOND**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. A performance bond for 100% of the final contract amount shall be executed in favor of the Owner; the forms for this bond shall be AIA Document A 312, "Performance Bond", 2010 edition.
- B. A Payment Bond on part of the contractor for 100% of the contract price as it may be increased, the forms for this bond shall be, AIA Document A312, "Payment Bond", 2010 edition.
- C. Consent of Surety to Reduction in or Partial Release of Retainage: AIA Document G707A, 1994 Edition.
- D. Consent of Surety to Final Payment: AIA Document G707, 1994 Edition.
- E. Furnish the required bonds within seven (7) days of receipt of Notice of Award.
- F. When fully executed, these bonds shall become part of the successful bidder's Contract Documents.
- G. Application and Certificate for Payment: AIA Document G702 and G703, 1992 Edition.
- H. Contractors Affidavit of Payment of Debts: AIA Document G706, 1994 Edition.
- I. Contractors Affidavit of Release of Liens: AIA Document G706A, 1994 Edition.
- J. Certificate of Substantial Completion: AIA Document G704, 2017 Edition.

END OF SECTION

SECTION 00650 - CERTIFICATES OF INSURANCE

PART 1 - GENERAL

1.01 GENERAL

- A. Certificates of Insurance shall be filed with the Owner prior to the commencement of any work. Insurance shall be purchased by the General Contractor.
 - 1. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled or in any way terminated until at least thirty days prior written notice has been given to the Owner and Architect.
 - 2. The Owner and the Architect shall be specifically named as additional insureds on all insurance coverage for this project.
- B. Detailed insurance requirements are covered in Section 00800 - Supplementary General Conditions, and all certificates shall reflect these minimum requirements for the project.

END OF SECTION

SECTION 00670 - CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

NOTE: Delete phrase "performance and payment bonds" when not applicable.

SECTION 00680 - NOTICE TO PROCEED

TO: _____ Date: _____
_____ Project: Rowan County EMS Building

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

Owner

Signature

Name/Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
_____ this the _____ day of _____, 2020.

Contractor

Signature

Name/Title

SECTION 00800 - SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The "General Conditions of the Contract for Construction," AIA Document A201, fifteenth edition, 1997, Articles 1 through 14, inclusive, is a part of this Contract.

1.02 SUPPLEMENTS

- A. The following supplements modify, change, delete or add to the "General Conditions of the Contract for Construction." Where any Article, Paragraph, Sub-Paragraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, SubParagraph or Clause shall remain in effect.

PART 2 - ARTICLE 2: OWNER

2.01 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.2.5 The Contractor can download pdf's from mselex.com.
MSE will not furnish the Contractor any sets of drawings or project manuals for their use during construction.

PART 3 - ARTICLE 3: CONTRACTOR

3.01 REVIEW OF CONTRACT SUB-PARAGRAPHS

- A. Add the following sub-paragraphs:
 - 3.2.2 The Contractor shall not perform any work at any time requested by persons other than the Architect. Any interpretations to the documents, or request for minor changes in the work will be by the Architect.
 - 3.2.3 Where there is a conflict in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more expensive way of doing the work and/or the larger quantity required. Only changes in interpretations covered by Addenda or in writing from the Architect will be permitted during construction of the work.

3.02 WARRANTY

- A. Add the following sub-paragraph:
 - 3.5.2 General Contractor shall guarantee the work for a period of one year from the date of acceptance by the Owner, except where a longer guarantee is specified and will thus control and leave the work in perfect order at completion. Neither the final certificate of payment any provision in the Contract Documents shall relieve the Contractor of responsibility within the extent and period provided by said guarantee or by law whichever is longer. Upon written notice, he shall remedy any damage to other work resulting therefrom, including necessary labor for removing and replacing.

PART 4 - ARTICLE 8: TIME OF COMPLETION AND LIQUIDATED DAMAGES

See the Bid Schedule, Section 00310, for the time allotted for this contract. The time allowed for completion shall begin at midnight, local time, on the date which the Owner shall instruct the Contractor, in writing, to start work, but not later than 7 days after Notice to Proceed.

The Contract completion time stipulated above includes an allowance for an average number of inclement weather days as follows:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Precip.	7	7	9	8	8	8	8	7	6	5	6	7
Freeze	10	6	1								1	5

When number of days (including Saturdays, Sundays and Holidays) of precipitation in excess of 0.1" per day or maximum daily temperatures of 32°F exceed those shown above in any month, the Contractor shall be entitled to an equal number of additional days for Contract Completion.

This provision for inclement weather shall only apply to that time while foundations are being constructed and prior to the building being "under-roof".

It is understood that time is the essence of this contract and that the Owner will sustain damages, monetary and otherwise, in the event of delay in completion of the work hereby contracted.

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

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

PART 5 - ARTICLE 9: PAYMENTS AND COMPLETION

5.01 APPLICATIONS FOR PAYMENT

A. Add the following sub-paragraph:

- 9.3.1.1 Monthly payments will be based on one hundred (100%) percent of the value of the work done and materials delivered and suitably stored until work under this contract is fifty (50%) completed. If at that time, progress of the work has been satisfactory, there will be no additional retainage, provided the Contractor submits Consent of Surety for each application, authorizing any remaining partial payments to be paid in full. The form of Application for Payment shall be AIA Document G702, Application for Certificate for Payment, supported by AIA Document G702A Continuation Sheet.

PART 6 - ARTICLE 11: INSURANCE AND BONDS

6.01 11.1 CONTRACTOR'S LIABILITY INSURANCE

A. Change as follows:

General Contractor shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities on all projects, and shall require all his subcontractors to carry similar insurance.

1. The Owner will accept in lieu of all subcontractors carrying similar insurance an "Owner's and Contractor's Protective Liability Policy" paid for by the Contractor and written in the name of the Owner for the amount specified hereinafter including all the special coverages. Said policy must protect the Owner for all claims for bodily injury and/or property damage arising out of operations for the named insured by said Contractor, or any subcontractor of said Contractor.
- B. No Contractor shall commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the Owner, nor shall any Contractor allow any subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor and approved by the Owner. Each and every contractor and subcontractor shall maintain all insurance required under paragraphs (1) and (2) of this section for not less than one year after completion of this contract.
- C. Each Contractor shall file with the Owner and Architect, a Certificate of Insurance. Any certificate submitted and found to be altered or incomplete will be returned as unsatisfactory.
- D. If requested by the Owner, Contractor shall furnish the Owner with true copies of each policy required of him or his subcontractors. Said policies will not be canceled or materially altered, except after fifteen (15) days advance written notice to the Owner and Architect, mailed to the addresses indicated herein.
- E. Insurance under this section, as a minimum, shall include the following coverages:
1. Workman's Compensation and Employer's Liability Insurance: Workman's Compensation and Occupational Disease Insurance of statutory limits as provided by the state in which his contract is performed and Employers' Liability Insurance at a limit of not less than \$100,000.00 for all damages arising from each accident or occupational disease.
 2. Comprehensive General Liability Insurance covering:
 - a. Operations- Premises Liability:
Including, but not limited to, Bodily Injury, including death at any time resulting therefrom, to any person or Property Damage resulting from execution of the work provided for in this contract, or due to or arising in any manner from any act of omission or negligence of the Contractor and any Subcontractor, their respective employees or agents.

b. Contractor's Protective Liability:
Including, but not limited to, Bodily Injury, including death at any time, resulting therefrom to any person, or Property Damage arising from acts or omissions of any subcontractor, their employees or agents.

c. Products-- Completed Operation Liability:
Including, but not limited to, Bodily Injury, including death at any time, resulting therefrom to any person, or Property Damage because of goods, products, materials or equipment used or installed under this contract, or because of completed operation, which may become evident within one year after acceptance of the building, including damage to the building or its contents.

d. Contractual Liability:

Each and every policy for liability insurance, carried by each Contractor and Subcontractor, as required by this section shall specifically include Contractual Liability coverage with respect to Section F of this Division.

e. Special Requirements:

The insurance required under Paragraph (2) of this Section shall specifically include the following special hazards:

Property Damage caused by conditions otherwise subject to exclusions "x, c, u," Explosion, Collapse or Underground Damage.

Broad Form Property Damage endorsement, which has reference to property in the "care, custody, or control" of the insured.

"Occurrence" Bodily Injury coverage in lieu of "caused by accident."

"Occurrence" Property Damage coverage in lieu of "caused by accident."

f. Limits of Liability:

The insurance under Paragraph (2) of this Section shall be written in the following limits of liability, as a minimum:

<u>Bodily injury</u>	<u>Property Damage</u>
\$1,000,000 Each Person	\$1,000,000 Each Occurrence
\$3,000,000 Each Occurrence	\$2,000,000 General Aggregate
\$500,000 Aggregate Products	\$1,000,000 Aggregate Protective
	\$1,000,000 Aggregate Contractual

3. Comprehensive Automobile Liability covering:
 - a. All owned, hired, or non-owned vehicles including the loading or unloading thereof.
 - b. Special Requirements: The insurance required under paragraph (3) of this section shall specifically include the following special hazards:

"Occurrence" Bodily Injury in lieu of "caused by accident."

"Occurrence" Property Damage in lieu of "caused by accident."

The insurance under Paragraph (3) of this section shall be written in the following limits of liability as a minimum:

<u>Automobile Bodily Injury</u>	<u>Automobile Property Damage</u>
\$1,000,000 Each Person	\$1,000,000 Each Occurrence
\$3,000,000 Each Occurrence	
\$3,000,000 Excess/Umbrella Liability	

F. Hold Harmless Agreement:

1. The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
2. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Hold Harmless agreement shall not be limited in any way by any limitation on the amount payable by or for the Contractor or any Subcontractor under workman's compensation acts, disability benefit acts or other employee benefit acts.
3. The obligations of the Contractor under this Hold Harmless Agreement shall not extend to any claim, damage, loss or expense arising out of professional services performed by the Architect, his agents, or employees, including (a) the preparation of maps, plans, opinions, reports, surveys, designs or specifications, and (b) supervisory, inspection or engineering services.

PART 7 - ARTICLE 11.3: PROPERTY INSURANCE (Purchased by the General Contractor)

7.01 A. Change the first sentence of paragraph 11.3.1 to read: The contractor shall purchase....

B. Change the second sentence of Paragraph 11.3.1 to read:

11.3.1 "This insurance shall include the interests of the Owner, the Contractor, the Subcontractor and Sub-Subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism, malicious mischief and theft."

C. Add the following subparagraph:

"11.3.1.1 If by the terms of this insurance any mandatory deductibles are required, or if the Owner should elect to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the amount of the deductible in the event of a paid claim."

11.3.6 Revise a portion on the first sentence in Subparagraph to read as follows:

"...and (2) the Architect, his consultants, and separation contractors, if any..."

D. Add the following Article to the General Conditions of the Contract for Construction:

PART 8 - ARTICLE 15: EQUAL OPPORTUNITY

8.01 15.1 Employment Policies

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sect, national origin or age.

PART 9 - ARTICLE 16: CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

- 16.1 The Contractor shall, at all times, employ sufficient and equipment for prosecuting the work to full completion in the manner and time required by the contract, drawings, and specifications. Suitable number of foremen and supervisors shall be available on the job to insure proper prosecution and coordination of the work. All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.
- 16.2 Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner and Architect, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Architect, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work.
- 16.3 Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Architect may suspend the work by written notice until compliance with such orders.
- 16.4 After the beginning of work on the site, the Contractor may not remove his Superintendent from the project without the prior written approval of the Owner.

END OF SECTION

**Section 00815 - Supplemental General Conditions
Part Two**

- 1) General Contractors and Sub-contractors are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

End of Section