

# SSOE Group

## Standard General Conditions of the Construction Contract

### Section 1 - Definitions and Terminology

**Defined Terms:** Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified sections, articles and paragraphs, and the titles of other documents or forms.

- *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- *Agreement*—The written instrument which is evidence of the agreement between SSOE Group and Contractor covering the Work.
- *Application for Payment*—The form acceptable to SSOE Group which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- *Bidder*—The individual or entity who submits a Bid directly to SSOE Group.
- *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
- *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
- *Contract Change Order*—The document signed by Contractor and SSOE Group which revises the Contract based on the approved Field Work Orders included within the specific Contract Change Order, issued on or after the Effective Date of the Agreement.
- *Claim*—A demand or assertion by SSOE Group or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- *Client*—The individual or entity with whom SSOE Group has entered into an agreement to perform services for, and for whom the Work is to be performed. The Client may be further identified in the Supplementary Conditions.
- *Contract*—The entire and integrated written agreement between SSOE Group and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- *Contract Price*—The moneys payable by SSOE Group to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Section 11 in the case of Unit Price Work).
- *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by SSOE Group's written recommendation of final payment.
- *Contractor*—The individual or entity with whom SSOE Group has entered into the Agreement.
- *Drawings*—That part of the Contract Documents prepared or approved by SSOE Group which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- *Effective Date of the Agreement*—The date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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- *Field Work Order*—A written order issued by SSOE Group and agreed to between SSOE Group and Contractor authorizing the Contractor to perform alterations, additions, or deductions to the Contract Work.
- *General Conditions* – the Standard General Conditions of the Construction Contract.
- *General Requirements*—Sections of Division 1 of the Specifications.
- *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
- *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 904 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- *Indemnified Parties* - The officers, directors, members, partners, employees, agents, consultants and subcontractors of either SSOE Group or the Client.
- *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- *Notice of Award*—The written notice by SSOE Group to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, SSOE Group will sign and deliver the Agreement.
- *Notice to Proceed*—A written notice given by SSOE Group to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- *PCBs*—Polychlorinated biphenyls.
- *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
- *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
- *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- *SSOE Group Representative*—The authorized representative of SSOE Group who may be assigned to the Site or any part thereof.
- *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- *Schedule of Values*—A schedule, prepared by SSOE Group or, if SSOE Group elects by the Contractor, and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
- *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

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- *Site*—Lands or areas indicated in the Contract Documents upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor.
- *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- *SSOE Group* – Shall mean SSOE Systems, Inc.
- *Subcontractor*— Any individual or entity other than one having a contract with SSOE Group that furnishes any labor, either alone or together with any materials, tools, services and/or equipment, in connection with the work to be performed under this Contract.
- *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of SSOE Group, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
- *Successful Bidder*—The Bidder submitting a responsive Bid to whom SSOE Group makes an award.
- *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
- *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- *Unit Price Work*—Work to be paid for on the basis of unit prices.
- *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

**Terminology:** The words and terms discussed below are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

- *Intent of Certain Terms or Adjectives* - The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by SSOE Group. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of SSOE Group as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to SSOE Group any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Section 9 or any other provision of the Contract Documents.
- *Day* - The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- *Defective* - The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - does not conform to the Contract Documents; or
  - does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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- has been damaged prior to SSOE Group's recommendation of final payment (unless responsibility for the protection thereof has been assumed by SSOE Group at Substantial Completion in accordance with Section 13.
- *Furnish, Install, Perform, Provide:*
  - The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## Section 2 - Contract Documents

The Contract Documents are complementary; what is required by one is as binding as if required by all. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. It is not the intent to give every detail. SSOE Group shall not be responsible for the absence of any detail the Contractor may require or for any special construction which may be found necessary as the Work progresses. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to SSOE Group.

Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to SSOE Group any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from SSOE Group before proceeding with any Work affected thereby.

If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and:

- any applicable Law or Regulation,
- any standard, specification, manual, or code, or
- any instruction of any Supplier,

then Contractor shall promptly report it to SSOE Group in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Section 4) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Section 2.

**Amending and Supplementing Contract Documents** - The Contract may be amended to provide for alterations, additions, or deductions in the Work or to modify the terms and conditions thereof only through the execution of a Contract Change Order. The Contract Change Order will consolidate approved Field Work Orders and adjust the Contract by the aggregate value of the approved Field Work Orders. Changes to the Contract cannot be invoiced until the Contract Change Order has been executed by SSOE Group and Contractor.

A Field Work Order is an authorization form that is completed by SSOE Group. Costs and/or Proposals are submitted by the Contractor and upon agreement the Field Work Order is signed by the Contractor and SSOE Group. No additional work shall be allowed or paid for unless the Contractor has been authorized in writing through issuance of a Field Work Order by SSOE Group. The receipt of a written Field Work Order shall be a condition precedent to the right of the Contractor to perform any alteration, addition, or deduction in the Work.

**Reuse of Documents** - The Contractor and any Subcontractor or Supplier shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) contained within the Bidding Documents or the Contract Documents, including electronic media editions, nor reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of SSOE Group and specific written verification or adaptation by SSOE Group.

The prohibitions of this sub-section will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**Electronic Data** - Unless otherwise stated in the Contract Documents, the data furnished by SSOE Group to Contractor, or by Contractor to SSOE Group, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

### Section 3 - Availability And Examination of Site

Bidders are required to examine and thoroughly familiarize themselves with the site of the Work and adjacent premises from the standpoint of access and facilities for receiving and storage of materials and equipment. The site should be explored with regard to installing and operating the necessary construction plant and evaluating any difficulties that might be encountered in complete execution of the Work in accordance with the Contract Documents.

SSOE Group shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### Section 4 - Contractor's Responsibilities

**Supervision and Labor:** Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to SSOE Group except under extraordinary circumstances.

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

The Contractor and each subcontractor shall agree to accept the decisions and execute the instructions of SSOE Group regarding the time at which the Contractor shall perform the Work. The Contractor shall cooperate with other contractors on the Project to avoid controversy between its workmen and the workmen of the other contractors in order to expedite the combined work of the Project.

The labor employed by the Contractor and each subcontractor shall be subject to the approval of SSOE Group who shall have the power to require the removal from the Project of any of the Contractor's or subcontractors' employees who in the opinion of SSOE Group is incompetent or otherwise unsatisfactory.

**Services, Materials, and Equipment:** Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of SSOE Group and / or Client at SSOE Group's determination. If required by SSOE Group, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

Where a certain make or equal is specified, the decision as to the acceptability of non-specified material shall rest with SSOE Group. Bids must include details of non-specified materials.

**Progress Schedule:** Contractor shall adhere to the Progress Schedule established in accordance with Section 5 of the General Conditions as it may be adjusted from time to time as provided below:

- Contractor shall submit to SSOE Group for acceptance (to the extent indicated in Section 5 of the General Conditions) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
- Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Section 10 of the General Conditions. Adjustments in Contract Times may only be made by a Change Order.

**Substitutes and "Or-Equals":** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the intention is for the Contractor to provide the exact item specified.

When the specification or description contains or is followed by words reading that like, equivalent, "or-equal", or a substitution is permitted, the specification or description is intended to establish the type, function, appearance, and quality required. Under those instances, other items of material or equipment or material or equipment of other Suppliers may be submitted to SSOE Group for review under the circumstances described below.

- **"Or-Equal" Items:** If in SSOE Group's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by SSOE Group as an "or-equal" item, in which case review and approval of the proposed item may, in SSOE Group's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Section 4, a proposed item of material or equipment will be considered functionally equal to an item so named if in the exercise of reasonable judgment SSOE Group determines that:
  - it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - it has a proven record of performance and availability of responsive service.

The Contractor shall certify that, if approved and incorporated into the Work there will be no increase in cost to SSOE Group or increase in Contract Times, and it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- **Substitute Items:** - If in SSOE Group's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Section 4, it will be considered a proposed substitute item. The Contractor shall submit sufficient information as provided below to allow SSOE Group to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by SSOE Group from anyone other than Contractor. The requirements for review by SSOE Group will be as set forth in Section 4, as supplemented by the General Requirements, and as SSOE Group may decide is appropriate under the circumstances.

The Contractor shall make written application to SSOE Group for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall:

- certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified,

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- state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time, whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with SSOE Group for other work on the Project) to adapt the design to the proposed substitute item, and whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty,
- identify all variations of the proposed substitute item from that specified, available sales, maintenance, repair, and replacement services; and
- contain an listing estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, the Contractor may propose a reduction in the value of the Contract through use of a substitute means, method, technique, sequence, or procedure of construction for approval by SSOE Group. Contractor shall submit sufficient information to allow SSOE Group, in SSOE Group's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by SSOE Group will be similar to those provided in Section 4.

SSOE Group will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Section 4. SSOE Group may require Contractor to furnish additional data about the proposed substitute item. SSOE Group will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until SSOE Group's review is complete, which will be evidenced by a Field Work Order in the case of a substitute and an approved Shop Drawing for an "or equal." SSOE Group will advise Contractor in writing of any negative determination.

Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

**Special Guarantee:** SSOE Group may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**Subcontractors, Suppliers, and Others:** Contractor shall not subcontract this contract or any part thereof to any person except for the delivery of materials which is not worked to a specific design pursuant to the drawings or specifications without first obtaining the consent and approval in writing of SSOE Group. The Contractor shall include in the Bidding Documents a list of the proposed subcontractors for the Contract. No subcontract shall in any circumstance relieve the Contractor of his liability under this Contract.

No acceptance by SSOE Group of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of SSOE Group to reject defective Work.

Contractor shall be fully responsible to SSOE Group for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between SSOE Group or Client and any such Subcontractor, Supplier or other individual or entity.

Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with SSOE Group through Contractor.

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

All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of SSOE Group and Client.

**Patent Fees and Royalties:** Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of SSOE Group, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by SSOE Group in the Contract Documents.

**Permits:** Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. SSOE Group shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable on the Effective Date of the Agreement. Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

**Laws and Regulations:** Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, SSOE Group shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

Contractor certifies that all items and/or labor under the Agreement and all prices charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60.741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. **Furthermore, and to the extent applicable, Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Contractor shall at all times comply with all applicable laws, regulations and governmental requirements, including without limitation national and international laws governing export and import control and ethical business practices. Contractor shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE Group in obtaining or retaining business. Likewise, SSOE Group requires that its employees comply with the SSOE Code of Ethics and Standards of Business Conduct, which may be found on the SSOE Group website at <http://www.ssoe.com/about-us/ethics>.

If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of SSOE Group's employees, attorneys and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Section 2.

Changes in Laws or Regulations not known on the Effective Date of the Agreement having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times.

**Taxes:** Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

**Use of Site and Other Areas:** Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the portions of the Site identified by SSOE Group's Representative, and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of the Indemnified Parties' architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against SSOE Group, the Client, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable



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**Laws and Regulations.** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by SSOE Group or Client. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

**Record Documents:** Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Field Work Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to SSOE Group for review. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to SSOE Group. These Record Documents shall not be used as the Contractor's working documents used in the performance of the Work.

**Safety and Protection:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- all persons on the Site or who may be affected by the Work;
- all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

Contractor shall comply with the applicable requirements of SSOE Group's and Client's safety programs, if any. The Supplementary Conditions identify any SSOE Group's or Client's safety programs that are applicable to the Work.

Contractor shall inform SSOE Group of the specific requirements of Contractor's safety program with which SSOE Group, Client and their respective employees and representatives must comply while at the Site.

All damage, injury, or loss to any property referred to in Section 4 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as SSOE Group accepts the Work of the Contractor, and the Contractor has removed its equipment, materials and labor from the Site.

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

**Hazard Communication Programs:** Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

**Emergencies:** In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give SSOE Group prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.

**Shop Drawings and Samples:** Contractor shall submit Shop Drawings and Samples to SSOE Group for review and approval in accordance with the accepted Schedule of Submittals (as required by Section 5). Each submittal will be identified as SSOE Group may require.

## General Conditions

### Shop Drawings:

- Submit number of copies specified in the General Requirements.
- Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show SSOE Group the services, materials, and equipment Contractor proposes to provide and to enable SSOE Group to review the information for the limited purposes required by Section 4.

### Samples:

- Submit number of Samples specified in the Specifications.
- Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as SSOE Group may require to enable SSOE Group to review the submittal for the limited purposes required by Section 4.

Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to SSOE Group's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

Before submitting each Shop Drawing or Sample, Contractor shall have:

- reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

With each submittal, Contractor shall give SSOE Group specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to SSOE Group for review and approval of each such variation.

SSOE Group will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to SSOE Group. SSOE Group's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

SSOE Group's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

SSOE Group's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 4 and SSOE Group has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. SSOE Group's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Section 4.

Contractor shall make corrections required by SSOE Group and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by SSOE Group on previous submittals.

**Continuing the Work:** Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with SSOE Group. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Section 14 or as SSOE Group and Contractor may otherwise agree in writing.

**Contractor's General Warranty and Guarantee:** Contractor warrants and guarantees to SSOE Group and Client that all Work will be in accordance with the Contract Documents and will not be defective.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

- observations by SSOE Group;
- recommendation by SSOE Group or payment by SSOE Group of any progress or final payment;
- the issuance of a certificate of Substantial Completion by SSOE Group or any payment related thereto by SSOE Group;
- use or occupancy of the Work or any part thereof by SSOE Group;
- any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by SSOE Group;
- any inspection, test, or approval by others; or
- any correction of defective Work by SSOE Group.

**Indemnification:** To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of the Indemnified Parties, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any act (negligent or otherwise) or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

In any and all claims against the Indemnified Parties by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Section 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**Delegation of Professional Design Services:** Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, SSOE Group will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to SSOE Group.

SSOE Group shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided SSOE Group have specified to Contractor all performance and design criteria that such services must satisfy.

Pursuant to this Section 4, SSOE Group's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. SSOE Group's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Section 4.

Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

**Delivery of Bonds and Evidence of Insurance:** When Contractor delivers the executed counterparts of the Agreement to SSOE Group, Contractor shall also deliver to SSOE Group such bonds as Contractor may be required to furnish.

## Section 5 - Preliminary Matters

**Evidence of Insurance:** Before any Work at the Site is started, Contractor shall deliver to SSOE Group, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which may be required in the Contract Documents) which Contractor is required to purchase and maintain in accordance with Section 7.

**Commencement of Contract Times; Notice to Proceed:** Unless otherwise indicated in the Contract Documents, the Contract Times will commence to run on the Effective Date of the Agreement or, if a Notice of Award is given, on the day indicated in the Notice of Award.

**Starting the Work:** Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

**Before Starting Construction:** Preliminary Schedules: Within 10 days after the earlier of the Notice of Award or the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to SSOE Group's Representative for review and approval in a format acceptable to SSOE Group:

- a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
- a preliminary Schedule of Submittals; and
- a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Should SSOE Group state that it will furnish to the Contractor the breakdown for the Schedule of Values, the Contractor shall utilize the furnished breakdown in the development of the Schedule of Values.

SSOE Group shall review and reply in a timely manner to the Preliminary Schedules with either approval or alterations necessary to integrate the Work of the Contract with the other work and schedules of the Project.

**Preconstruction Conference; Designation of Authorized Representatives:** Before any Work at the Site is started, a conference attended by SSOE Group, Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Section 5, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

Unless previously designated, at this conference SSOE Group and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

**Initial Acceptance of Schedules:** At least 10 days before submission of the first Application for Payment a conference attended by Contractor, SSOE Group, and others as appropriate will be held to review for acceptability to SSOE Group as provided below the schedules submitted in accordance with Section 5. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to SSOE Group.

## **Section 6 - Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points**

**Reports and Drawings:** The Supplementary Conditions identify (if any):

- those reports known to SSOE Group of explorations and tests of subsurface conditions at or contiguous to the Site; and
- those drawings known to SSOE Group of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

**Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against SSOE Group, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

**Differing Subsurface or Physical Conditions: Notice:** If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Section 6 is materially inaccurate; or
- is of such a nature as to require a change in the Contract Documents; or
- differs materially from that shown or indicated in the Contract Documents; or
- is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Section 4), notify SSOE Group’s Representative in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

**SSOE Group’s Review:** After receipt of written notice as required by Section 6, SSOE Group will promptly review the pertinent condition, determine the necessity of SSOE Group’s obtaining additional exploration or tests with respect thereto, and advise Client of SSOE Group’s findings and conclusions.

The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

- such condition must meet any one or more of the categories described in Section 6; and
- with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Section 11.

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Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- Contractor knew of the existence of such conditions at the time Contractor made a final commitment to SSOE Group with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
- Contractor failed to give the written notice as required by Section 6.

If SSOE Group and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Section 10. However, neither SSOE Group, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of SSOE Groups, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

### Underground Facilities

**Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to SSOE Group by the owners of such Underground Facilities, including Client, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions SSOE Group shall not be responsible for the accuracy or completeness of any such information or data provided by others, and the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- reviewing and checking all such information and data;
- locating all Underground Facilities shown or indicated in the Contract Documents;
- coordination of the Work with the owners of such Underground Facilities, including SSOE Group, during construction; and
- the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

**Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Section 4), identify the owner of such Underground Facility and give written notice to that owner and to SSOE Group. SSOE Group will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility. If SSOE Group concludes that a change in the Contract Documents is required, a Field Work Order will be issued to reflect and document such change.

**Reference Points:** SSOE Group shall provide surveys to establish reference points for construction which are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of SSOE Group. Contractor shall report to SSOE Group whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments.

### Hazardous Environmental Condition at Site

**Reports and Drawings:** The Supplementary Conditions identify those reports and drawings known to SSOE Group relating to Hazardous Environmental Conditions that have been identified at the Site. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against SSOE Group or Client, or any of their respective officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

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- other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
- any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:

- secure or otherwise isolate such condition;
- stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Section 4); and
- notify SSOE Group’s Representative (and promptly thereafter confirm such notice in writing). SSOE Group shall promptly determine the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

Contractor shall not be required to resume Work in connection with such condition or in any affected area until after SSOE Group has obtained any required permits related thereto and delivered written notice to Contractor:

- specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or
- specifying any special conditions under which such Work may be resumed safely.

If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then SSOE Group may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. SSOE Group may have such deleted portion of the Work performed by SSOE Group’s own forces or others in accordance with Section 8.

## Section 7 - Bonds and Insurance

**Performance, Payment, and Other Bonds:** If required in the Supplementary Conditions, Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor’s obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Section 11, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Section 7, Contractor shall promptly notify SSOE Group and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Section 7.

**Notification to Surety:** If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

If SSOE Group has objection to the coverage afforded by or other provisions of the bonds required to be purchased and maintained by the Contractor in accordance with Section 7 on the basis of non-conformance with the Contract Documents, SSOE Group shall so notify Contractor in writing within 30 days after receipt of the certificates (or other evidence requested) required by

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Section 7. If Contractor does not purchase or maintain all of the bonds required of it by the Contract Documents, Contractor shall notify SSOE Group in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, SSOE Group may elect to obtain equivalent bonds to protect SSOE Group's interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

**Licensed Sureties and Insurers:** All bonds and insurance required by the Contract Documents to be purchased and maintained by SSOE Group or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

**Contractor's Insurance:** Contractor shall purchase and maintain such insurance as required in the Contract Documents and appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

- claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- claims for damages insured by reasonably available personal injury liability coverage which are sustained:
  - by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or;
  - by any other person for any other reason;
- claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance required by this Section 7 shall:

- be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) the Indemnified Parties and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
- include contractual liability insurance covering Contractor's indemnity obligations under Section 4; and
- contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to SSOE Group and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Section 7 will so provide); and
- include completed operations coverage.

If Contractor fails to procure any such insurance, SSOE Group may, at its option, without being required to do so, procure and maintain such insurance at Contractor's expense, and charge and collect the premium therefore from Contractor; but SSOE Group shall not become responsible for any such insurance obtained by it.

Contractor shall deliver to SSOE Group, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by SSOE Group or any other additional insured) which Contractor is required to purchase and maintain. It is understood however that Contractor shall, upon request of SSOE Group furnish a copy of each insurance policy certified by an authorized agent of the insurance company. Failure of SSOE Group to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of SSOE Group to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's



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obligation to maintain such insurance. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until At least 30 days prior to any cancellation or material change to the coverage afforded, Contractor shall provide written notice of such cancellation or material change to SSOE Group and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued.

SSOE Group does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to SSOE Group in the Contract Documents.

Such insurance shall remain in effect for two years after final payment. Contractor shall furnish SSOE Group, Client and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to SSOE Group and any such additional insured of continuation of such insurance at final payment.

**Waiver of Rights:** Contractor intends that all policies purchased in accordance with Section 7 will protect SSOE Group, Client, Contractor, Subcontractors, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. To the extent permitted by law, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Contractor waives all rights against SSOE Group's and Client's respective officers, directors, members, partners, employees, parents, subsidiaries, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and SSOE Group, the Client, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, parents, subsidiaries, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by SSOE Group or Client as trustee or otherwise payable under any policy so issued.

**Receipt and Application of Insurance Proceeds:** Any insured loss under the policies of insurance required by Section 7 will be adjusted with SSOE Group and made payable to SSOE Group as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Section 7. SSOE Group shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

SSOE Group as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to SSOE Group's exercise of this power. If such objection be made, SSOE Group as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, SSOE Group as fiduciary shall adjust and settle the loss with the insurers.

## Section 8 - Other Work at the Site

**Related Work at Site:** SSOE Group or Client may perform other work related to the Project at the Site with SSOE Group's employees, Client's employees, or through other direct contracts therefore, or have other work performed by utility owners. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, SSOE Group, and Client, if either SSOE Group or Client is performing other work with SSOE Group's or Client's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with others. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of SSOE Group and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between SSOE Group and such utility owners and other contractors.

If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Section 8, Contractor shall inspect such other work and promptly report to SSOE Group in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure

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to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

**Coordination:** If SSOE Group intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

- the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
- the specific matters to be covered by such authority and responsibility will be itemized; and
- the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, SSOE Group shall have sole authority and responsibility for such coordination.

Section 8 is not applicable for utilities not under the control of SSOE Group.

Contractor shall be liable to SSOE Group and any other contractor under direct contract to SSOE Group for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## Section 9 - SSOE Group's Responsibilities

**Communications to Contractor:** Except as otherwise provided in these General Conditions, SSOE Group shall issue all communications to Contractor through SSOE Group's Representative.

**Copies of Documents:** SSOE Group shall furnish to Contractor the Drawings and Project Manual in the form and quantity as stipulated in the Supplementary Conditions.

**Furnish Data:** SSOE Group shall promptly furnish the data required of SSOE Group under the Contract Documents.

**Payment:** SSOE Group shall make payments to Contractor as provided in Section 13.

**Reports and Tests:** SSOE Group's duties with respect to providing surveys to establish reference points are set forth in Section 6. Section 6 refers to SSOE Group's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

**Change Orders:** SSOE Group is obligated to execute Change Orders as indicated in Section 10.

**Inspections, Tests, and Approvals:** SSOE Group's responsibility with respect to certain inspections, tests, and approvals is set forth in Section 12.

**Limitations on SSOE Group's Responsibilities:** SSOE Group shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. SSOE Group will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**Compliance with Safety Program:** While at the Site, SSOE Group's and Client's respective employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which SSOE Group has been informed pursuant to Section 4.

**SSOE Group's Representative:** SSOE Group shall designate a representative who shall provide overall coordination and monitoring of the Project and Site during the construction period. The duties and responsibilities and the limitations of authority of SSOE Group's Representative during construction are set forth in the Contract Documents.

**Visits to Site:** SSOE Group's Representative will make visits to the Site at intervals appropriate to the various stages of construction as SSOE Group deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such observations, SSOE Group's Representative will determine, in general, if the Work is proceeding in accordance with the Contract Documents. SSOE Group's Representative will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. SSOE Group's Representative's efforts will be directed toward providing for SSOE Group a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, SSOE Group's

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Representative will keep SSOE Group informed of the progress of the Work and will endeavor to guard SSOE Group against defective Work.

**Project Representative:** SSOE Group if necessary will furnish a Resident Project Representative to assist SSOE Group in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Section 9. If SSOE Group designates another representative or agent to represent SSOE Group at the Site who is not SSOE Group's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

**Authorized Variations in Work:** SSOE Group's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by an "Information Only" Field Work Order which shall be agreed to between SSOE Group's Representative and Contractor, upon which agreement Contractor shall perform the Work involved promptly.

**Rejecting Defective Work:** SSOE Group's Representative will have authority to reject Work which it believes to be defective, or that it believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. SSOE Group's Representative will also have authority to require special inspection or testing of the Work as provided in Section 12, whether or not the Work is fabricated, installed, or completed.

**Change Orders and Payments:** In connection with SSOE Group's Representative's authority as to Change Orders, see Sections 9, 10, and 11. In connection with SSOE Group's Representative's authority as to Applications for Payment, see Section 13.

**Determinations for Unit Price Work:** SSOE Group's Representative will determine the actual quantities and classifications of Unit Price Work performed by Contractor. SSOE Group's Representative will review with Contractor SSOE Group's Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). SSOE Group's Representative's written decision thereon will be final and binding (except as modified by SSOE Group to reflect changed factual conditions or more accurate data) upon SSOE Group and Contractor, subject to the provisions of Section 10.

**Decisions on Requirements of Contract Documents and Acceptability of Work:** SSOE Group's Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder.

**Limitations on SSOE Group's Authority and Responsibilities:** Neither SSOE Group's Representative's authority or responsibility under this Section 9 or under any other provision of the Contract Documents nor any decision made by SSOE Group's Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by SSOE Group's Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by SSOE Group to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

SSOE Group's Representative will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. SSOE Group's Representative will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents, nor for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

SSOE Group's Representative's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Section 13 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

The limitations upon authority and responsibility set forth in this Section 9 shall also apply to the Resident Project Representative, if any, and assistants, if any.

**Compliance with Safety Program:** While at the Site, SSOE Group's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which SSOE Group has been informed pursuant to Section 4.

## Section 10 - Changes in the Work

**Authorized Changes in the Work:** Without invalidating the Contract and without notice to any surety, SSOE Group may, at any time or from time to time, order alterations, additions, or deductions in the Work by a Field Work Order. Upon receipt of a Field Work Order, SSOE Group and Contractor shall agree on the scope of work and value, and Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**Unauthorized Changes in the Work:** Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Section 2, except in the case of an emergency as provided in Section 4 or in the case of uncovering Work as provided in Section 13.

**Change of Contract Price and Contract Times:** The Contract Price and Contract Times may only be changed through execution of a Contract Change Order. The Contract Change Order will consolidate approved Field Work Orders and modify the Contract Price and Contract Times. Changes to the Contract cannot be invoiced until the Contract Change Order has been issued and signed by SSOE Group and Contractor.

The value of any Work covered by a Contract Change Order will be determined in accordance with Exhibit "C" (Changes In The Work) of the Contract Documents and Article 7 of the Construction Agreement.

Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined as stipulated in the Construction Agreement.

Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## Section 11 - Allowances; Unit Price Work

**Allowances:** It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to SSOE Group.

**Cash Allowances:** Contractor agrees that:

- the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

**Contingency Allowance:** Contractor agrees that a contingency allowance, if any, is for the sole use of SSOE Group to cover unanticipated costs.

Use of any allowances in the performance of the Work shall be documented in each instance through the issuance of a Field Work Order signed by SSOE Group and the Contractor. Such a Field Work Order shall not be considered an addition to or deduction from the Contract Price, but shall be issued on an "Information Only" basis. The Field Work Order shall provide documentation in detail of the scope of Work performed, and the value of the Work shall be calculated in accordance with Method 2 of Exhibit C (Changes In The Work).

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

**Unit Price Work:** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by SSOE Group subject to the provisions of Section 9.

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

### Section 12 - Tests and Inspections

Contractor shall give SSOE Group timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

SSOE Group or Client shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

- for inspections, tests, or approvals covered by Section 12 below;
- that costs incurred in connection with tests or inspections conducted pursuant to Section 12 shall be paid as provided in Section 12; and
- as otherwise specifically provided in the Contract Documents.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish SSOE Group the required certificates of inspection or approval.

Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for SSOE Group's and SSOE Group's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to SSOE Group.

If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of SSOE Group, Contractor shall, if requested by SSOE Group, uncover such Work for observation.

**Uncovering Work:** Uncovering Work as provided in Section 12 shall be at Contractor's expense unless Contractor has given SSOE Group timely notice of Contractor's intention to cover the same and SSOE Group has not acted with reasonable promptness in response to such notice.

If any Work is covered contrary to the written request of SSOE Group, it must, if requested by SSOE Group, be uncovered for SSOE Group's observation and replaced at Contractor's expense.

If SSOE Group considers it necessary or advisable that covered Work be observed by SSOE Group or inspected or tested by others, Contractor, at SSOE Group's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as SSOE Group may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

If it is found that the uncovered Work is defective, Contractor shall pay all costs and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). If the uncovered Work is not found to be defective, Contractor shall be allowed through Field Work Order to an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

**Correction or Removal of Defective Work:** If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, SSOE Group may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of SSOE Group to stop the Work shall not give rise to any duty on the part of SSOE Group to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by SSOE Group, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all costs arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

When correcting defective Work under the terms of this Section 12, Contractor shall take no action that would void or otherwise impair SSOE Group's special warranty and guarantee, if any, on said Work.

**Correction Period:** If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by SSOE Group or permitted by Laws and Regulations as contemplated in Section 4 is found to be defective, Contractor shall promptly, without cost to SSOE Group and in accordance with SSOE Group's written instructions:

- repair such defective land or areas; or
- correct such defective Work; or
- if the defective Work has been rejected by SSOE Group, remove it from the Project and replace it with Work that is not defective, and
- satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of SSOE Group's written instructions, or in an emergency where delay would cause serious risk of loss or damage, SSOE Group may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All costs arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Section 12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this Section 12 are in addition to any other obligation or warranty. The provisions of this Section 12 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**Acceptance of Defective Work:** If, instead of requiring correction or removal and replacement of defective Work, SSOE Group (and, prior to final payment, SSOE Group) prefers to accept it, SSOE Group may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of SSOE Group's and Client's architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to SSOE Group's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to SSOE Group's final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and SSOE Group shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, SSOE Group may make a Claim therefore as provided in Section 10. If the acceptance occurs after such final payment, an appropriate amount will be paid by Contractor to SSOE Group.

**SSOE Group May Correct Defective Work:** If Contractor fails within a reasonable time after written notice from SSOE Group to correct defective Work, or to remove and replace rejected Work as required by SSOE Group in accordance with Section 12, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, SSOE Group may, after three (3) days written notice to Contractor, correct, or remedy any such deficiency.

In exercising the rights and remedies under this Section 12, SSOE Group shall proceed expeditiously. In connection with such corrective or remedial action, SSOE Group may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which SSOE Group has paid Contractor but which are stored elsewhere. Contractor shall allow SSOE Group, SSOE Groups, agents and employees, SSOE Group's other contractors, and SSOE Group's consultants access to the Site to enable SSOE Group to exercise the rights and remedies under Section 12.

All costs incurred or sustained by SSOE Group in exercising the rights and remedies under this Section 12 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and SSOE Group shall be entitled to an appropriate decrease in the Contract Price.

Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by SSOE Group of SSOE Group's rights and remedies under this Section 12.

## Section 13 - Payments to Contractor and Completion

**Schedule of Values:** The Schedule of Values established as provided in Section 5 will serve as the basis for progress payments and will be incorporated into SSOE Group's Progress Payment Request Summary Sheet. Progress payments on account of Unit Price Work will be based on the number of units completed.

**Applications for Payments:** At least 30 days before the date established in the Agreement for each progress payment, Contractor shall submit to SSOE Group for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application. The Application for Payment shall consist of the following documents:

- Progress Payment Request Summary Sheet (PRS);
- Notarized Sworn Statement For Contractor and / or Subcontractor;
- Full or Partial Unconditional Waiver of Lien;
- Contractor's standard invoice showing the amount of the Application for Payment (less retainage).

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that SSOE Group has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect SSOE Group's interest therein, all of which must be satisfactory to SSOE Group.

A retainer will be withheld by SSOE Group on each Application for Payment, which shall be released at the completion of the Contract.

**Review of Applications:** SSOE Group will, within seven (7) days after receipt of each Application for Payment, review the Application for Payment and either approve or return the Application to Contractor indicating in writing SSOE Group's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. The payment request amount is subject to revision by SSOE Group. The Contractor will be notified if this process is deemed necessary.

SSOE Group's approval of any payment requested in an Application for Payment will constitute a representation by SSOE Group that to the best of SSOE Group's knowledge, information and belief:

- the Work has progressed to the point indicated;
- the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Section 10, and any other qualifications stated in the recommendation); and
- the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is SSOE Group's responsibility to observe the Work.

By approving any such payment SSOE Group will not thereby be deemed to have represented that:

- inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to SSOE Group in the Contract Documents; or
- there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by SSOE Group or entitle SSOE Group to withhold payment to Contractor.

Neither SSOE Group's review of Contractor's Work for the purposes of approving payments nor SSOE Group's making of any payment, including final payment, will impose responsibility on SSOE Group:

- to supervise, direct, or control the Work, or
- for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

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- to determine that title to any of the Work, materials, or equipment has passed to SSOE Group free and clear of any Liens.

SSOE Group may refuse the whole or any part of any payment if, in SSOE Group's opinion, it would be incorrect to make the representations stated in Section 13. SSOE Group may also refuse the whole or any part of any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in SSOE Group's opinion to protect SSOE Group from loss because:

- the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- the Contract Price has been reduced by Change Orders;
- the Contractor has not submitted the necessary Partial or Full Unconditional Waivers of Lien based on the sums previously paid to the Contractor;
- SSOE Group has been required to correct defective Work or complete Work in accordance with Section 12; or
- SSOE Group has actual knowledge of the occurrence of any of the events enumerated in Section 14.

**Payment Becomes Due:** After approval of the Application for Payment by SSOE Group, the amount approved will be included in SSOE Group's next monthly payment request to the Client. Within 10 days following receipt of payment from the Client, the amount approved will (subject to the provisions of Section 13) become due, and when due will be paid by SSOE Group to Contractor.

**Reduction in Payment:** SSOE Group may refuse to make payment of the full amount because:

- claims have been made against SSOE Group or Client on account of Contractor's performance or furnishing of the Work;
- Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to SSOE Group to secure the satisfaction and discharge of such Liens;
- there are other items entitling SSOE Group to a set-off against the amount recommended; or
- SSOE Group has actual knowledge of the occurrence of any of the events enumerated in Section 13 or Section 14.

If SSOE Group refuses to make payment of the full amount, SSOE Group will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. SSOE Group shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by SSOE Group and Contractor, when Contractor remedies the reasons for such action.

**Contractor's Warranty of Title:** Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to SSOE Group no later than the time of payment free and clear of all Liens.

**Substantial Completion:** When Contractor considers the entire Work ready for its intended use Contractor shall notify SSOE Group in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that SSOE Group issue a certificate of Substantial Completion.

Promptly after Contractor's notification, SSOE Group, Contractor, and Client shall make an inspection of the Work to determine the status of completion. If SSOE Group does not consider the Work substantially complete, SSOE Group will notify Contractor in writing giving the reasons therefore.

If SSOE Group considers the Work substantially complete, SSOE Group will deliver to the Contractor a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. The Contractor shall have seven days after receipt of the tentative certificate during which to make written objection to SSOE Group as to any provisions of the certificate or attached list. If, after considering such objections, SSOE Group concludes that the Work is not substantially complete, SSOE Group will, within 14 days after submission of the tentative certificate to the Contractor, notify Contractor in writing, stating the reasons therefore. If, after consideration of the Contractor's objections, SSOE Group considers the Work substantially complete, SSOE Group will, within said 14 days, execute and deliver to Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as SSOE Group believes justified after consideration of any objections from SSOE Group.

At the time of delivery of the tentative certificate of Substantial Completion, SSOE Group will deliver to Contractor a written recommendation as to division of responsibilities pending final payment between SSOE Group and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless SSOE Group and Contractor agree otherwise in writing and so inform SSOE Group in writing prior to SSOE Group's



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issuing the definitive certificate of Substantial Completion, SSOE Group's aforesaid recommendation will be binding on Contractor until final payment.

SSOE Group shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

Prior to Substantial Completion of all the Work, SSOE Group or Client may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which SSOE Group and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by SSOE Group or Client for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. SSOE Group at any time may request Contractor in writing to permit SSOE Group or Client to use or occupy any such part of the Work which SSOE Group believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, SSOE Group, and Client will follow the procedures of Section 13 for that part of the Work.

Within a reasonable time after either such request, SSOE Group, Contractor, and Client shall make an inspection of that part of the Work to determine its status of completion. If SSOE Group does not consider that part of the Work to be substantially complete, SSOE Group will notify Contractor in writing giving the reasons therefore. If SSOE Group considers that part of the Work to be substantially complete, the provisions of Section 13 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

**Final Payment:** After Contractor has, in the opinion of SSOE Group, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Section 5), and other documents, Contractor may make application for final payment following the procedure for progress payments.

The final Application for Payment shall be accompanied (except as previously delivered) by:

- all documentation required in this Section regarding an Application For Payment
- consent of the surety, if any, to final payment; and
- a list of all Claims against SSOE Group or Client that Contractor believes are unsettled.

**SSOE Group's Review of Application and Acceptance:** If, on the basis of SSOE Group's observation of the Work during construction and final inspection, and SSOE Group's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, SSOE Group is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, SSOE Group will, within seven (7) days after receipt of the final Application for Payment, review and either approve or return the Application for Payment, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**Payment Becomes Due:** After approval of the final Application for Payment by SSOE Group, the amount approved will be included in SSOE Group's next monthly payment request to the Client. Within 10 days following receipt of payment from the Client, the amount approved will (subject to the provisions of Section 13) become due, and when due will be paid by SSOE Group to Contractor.

**Final Completion Delayed:** If, through no fault of Contractor, final completion of the Work is significantly delayed, and if SSOE Group so confirms, SSOE Group shall, upon receipt and approval of Contractor's final Application for Payment (for Work fully completed and accepted) and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted in accordance with Section 13. If the remaining balance to be held by SSOE Group for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Section 8, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to SSOE Group with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

## Section 14 - Suspension of Work and Termination

**SSOE Group May Suspend Work:** At any time and without cause, SSOE Group may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor, and SSOE Group which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Section 11.

**SSOE Group May Terminate for Cause:** The occurrence of any one or more of the following events will justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Section 5 as adjusted from time to time pursuant to Section 5);
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- Contractor's repeated disregard of the authority of SSOE Group; or
- Contractor's violation in any substantial way of any provisions of the Contract Documents.

If one or more of the events identified in Section 14 occur, SSOE Group may, after giving Contractor three (3) days written notice of its intent to terminate the services of Contractor:

- exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
- incorporate in the Work all materials and equipment stored at the Site or for which SSOE Group has paid Contractor but which are stored elsewhere; and
- complete the Work as SSOE Group may deem expedient.

If SSOE Group proceeds as provided in Section 14, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of SSOE Group's or Client's, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by SSOE Group and / or Client arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to SSOE Group. Such claims, costs, losses, and damages incurred by SSOE Group will be reviewed by SSOE Group as to their reasonableness and, when so approved by SSOE Group, incorporated in a Change Order. When exercising any rights or remedies under this Section 14, SSOE Group shall not be required to obtain the lowest price for the Work performed.

Notwithstanding Section 14, Contractor's services will not be terminated if Contractor begins within three (3) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

If and to the extent that Contractor has provided a performance bond under the provisions of Section 8, the termination procedures of that bond shall not supersede the provisions of Section 14.

**SSOE Group May Terminate For Convenience:** SSOE Group may, without cause and without prejudice to any other right or remedy of SSOE Group, issue a written notice to Contractor to terminate the Contract. In such case, Contractor shall cease work immediately or as otherwise instructed by SSOE Group, and be paid for (without duplication of any items):

- completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- costs for work performed by subcontractors up to the date of issuance of the written notice to the Contractor; and
- reasonable expenses directly attributable to termination.

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Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**Contractor May Stop Work or Terminate:** If, through no act or fault of Contractor, the Work is suspended for more than 90 consecutive days by SSOE Group or under an order of court or other public authority, then Contractor may, upon seven days written notice to SSOE Group, and provided SSOE Group does not remedy such suspension or failure within that time, terminate the Contract and recover from SSOE Group payment on the same terms as provided in Section 14.

## Section 15 - Dispute Resolution

The Contractor and SSOE Group agree that any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Dispute") shall, prior to the initiation of any of the formal proceedings provided herein, be negotiated at the highest levels of the respective organizations in an attempt to resolve the Dispute. The existence of a dispute shall not interfere with the progress of the Work by the Contractor or any of its sub-contractors, including decisions (if any) that relate to the approval of change orders, billing requisitions or the acknowledgment of substantial completion. The existence of a dispute shall also not limit the right of SSOE Group to proceed, in good faith, to remedy an alleged default by Contractor.

Should these negotiations prove unsuccessful at resolving the Dispute, the following dispute resolution process shall be followed:

- a. Claims, disputes and other matters in question that, in SSOE Group's sole, reasonable discretion, relate to actions or inactions of the Client will be resolved according to the procedures identified in the agreement between SSOE Group and Client.
- b. For all other claims, disputes, and other matters in question arising out of or resulting to this Agreement, the Contractor and SSOE Group agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to binding arbitration. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the American Arbitration Association. The Contractor and SSOE Group shall share the mediator's fees, costs, and any filing fees equally. The mediation shall be held in a location as determined by SSOE Group. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- c. Any Dispute that has not been resolved either through negotiation between the Contractor and SSOE Group or by mediation as required herein shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the American Arbitration Association. The party filing a notice of demand for arbitration must assert in the demand all disputes then known to that party on which arbitration is permitted to be demanded.

The demand for arbitration may be made concurrently with the filing of a request for mediation as described herein, but shall not be made any earlier than concurrently with the filing of a request for mediation nor shall the demand be made after the date when the institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the American Arbitration Association shall constitute the institution of legal or equitable proceedings based on the Dispute. In the event that the demand for arbitration is made concurrently with the filing of a request for mediation the mediation shall proceed in advance of binding arbitration proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If arbitration is stayed pursuant to this Section 15, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The arbitration shall be held in a location as determined by SSOE Group. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## Section 16 - Miscellaneous

**Giving Notice:** Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

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- delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
- delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**Computation of Times:** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

**Cumulative Remedies:** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Section will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

**Survival of Obligations:** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

**Controlling Law:** This Contract is to be governed by the law of the state in which the Project is located.

**Headings:** Article, paragraph and section headings are inserted for convenience only and do not constitute parts of these General Conditions.