
FORESIGHT ENGINEERING P.C.

10 Fleming Street
Lincoln, ME 04457 (207) 794-2775



SPECIFICATIONS
FOR
**ST. CROIX REGIONAL FAMILY HEALTH CENTER
(SCRFHC)
CALAIS, MAINE**
Job # 26001

22 September 2026

For Technical Questions Call
Foresight Engineering P.C.
Ted Ocana, P.E.
207-745-5968

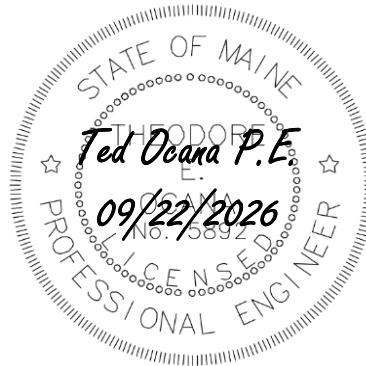


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SECTION 00100

INSTRUCTIONS TO BIDDERS

1. SEALED PROPOSALS

(a) Will be received until **14 OCTOBER 2026** local time **1:00 PM**.

2. PROPOSAL

(a) Shall be made upon the attached Proposal Form. All blank spaces in the form shall be filled, all copies shall be signed in ink in longhand, and all numbers shall be stated in writing and in figures. The completed form shall be without, alterations, or erasures.

(b) Shall not contain any recapitulation of the work to be done. No changes shall be made in the phraseology of the form. No partial proposals or any alternative proposals not provided for in the form will be considered.

(c) Shall be addressed to:

**ST CROIX REGIONAL FAMILY HEALTH CENTER
DEANA LOZIER
136 MILL STREET
PRINCETON, ME 04668**

Or Email: dlozier@scrfhc.org

The following information shall appear plainly marked, on the outside of the sealed envelope:
ST. CROIX REGIONAL FAMILY HEALTH CENTER, CALAIS

3. DRAWINGS AND SPECIFICATIONS

(a) Will be issued by the **Foresight Engineering P.C.** termed the Engineer.

(b) One set of Drawings and Specifications will be loaned to each invited Bidder only, for the purpose of preparing a bid. No partial sets will be issued, nor will drawings or specifications be issued to firms wishing to submit material, equipment or other sub-bids to invite Bidders. Unsuccessful Bidders shall return the loaned sets of drawings and specifications to the Engineer, if so requested.

4. THE BIDDER

(a) Shall carefully examine the documents, the Drawings and the Specifications, shall visit the site and fully inform himself as to all existing and controlling conditions and limitations including availability of materials and labor. A **MANDATORY** prebid conference and/or inspection trip for prospective bidders is scheduled for **SEPTEMBER 22, 2026 AT 1:00 PM AT 297 MAIN STREET, CALAIS, ME 04619**. The submission of a proposal shall be a representation that he has inspected the site and has familiarized himself with all of the controlling conditions.

(b) Shall notify the Engineer in writing if he finds discrepancies in or omissions from, the Drawings and/or Specifications, or is in doubt as to their meanings. If explanation is necessary, a reply will be made by an addendum issued to Bidders. No oral statement shall change the requirements of the Specifications or Drawings unless confirmed in writing.

Bidder's Name
Bidder's Address
Name of Client
Name of Project

(c) Shall state the lump sum price for which he will execute and complete each work package and the entire work in accordance with the Drawings, Specifications, and the requirements of the contract.

(d) Shall state in his proposal the terms under which the work extra to the contract requirements will be done, as outlined in the Proposal Form.

(e) Shall indicate in his proposal the portions of the Contract work, if any, which will be subcontracted.

(f) Shall state that he will complete the work of the contract in accordance with the Construction Schedule included as part of the Specifications.

(g) Shall sign his name in the space provided therefore. If a partnership or corporation makes the proposal, the name and address of the partnership or corporation shall be shown, together with the names of the partners or the officers. A proposal made by a partnership shall be acknowledged by one of the partners, a proposal made by a corporation by one of the authorized officers thereof.

(h) If awarded the contract, will be required to furnish copies of Insurance Certificates endorsed to meet the requirements of the contract.

(i) Each Bidder is urged to submit his best possible price with his proposal. Proposals will be evaluated and the order placed on the basis of the set of prices received in each Bidder's proposal. Adjustment of original proposal prices will not be considered after receipt of proposals, except as required to adjust for design or scope changes.

5. CONTRACT FORM

(a) Successful Bidder will be notified of the award of the contract in writing, and shall properly and promptly execute a contract on the Agreement Form enclosed herewith.

6. PAYMENTS

(a) Provisions will be made in the Agreement for monthly payments to a total of 90% of the value of work completed at the job site and certified for payment. A schedule of payment tied to totally completed work shall be included in the bid. Only totally completed work shall be paid.

Material on site can be submitted for payment with invoice.

(b) Substantial completion payment and final payment will be made in accordance with the Agreement.

7. THE OWNER

(a) May during the bidding period advise the Bidders by addenda of additions, omissions or alterations in the Specifications and Drawings. All such changes shall be included in the work covered by the proposal and shall become a part of the Specifications as if originally included therein.

(b) Reserves the right to waive any irregularities in any bid, or to reject any and all bids, or to accept any bid as may be deemed best for their interest. All subcontracts shall be approved to be part of the team.

8. BONDS

(a) Bidders see section 0300

(b) Builders Risk insurance shall be provided by the owner.

9. SALES AND USE TAXES

(a) Owner is exempt from state sales and use taxes on materials and equipment to be incorporated into the Work. Said taxes shall not be include in the Bid.

END OF SECTION

SECTION 00110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE

(a) Work Included. - Furnishing all materials, equipment, labor and supervision, and performing all operations required to complete the work as shown on the Drawings and described in the Specifications, and as evidently necessary to complete the work. Any credits (for example: from the efficiency of Maine, extra loam form site) shall be applied to the quote. Wages shall be per attachment 2 (2025 Fair Minimum Wage Rates – building 2 Penobscot County).

(b) The site upon which the work is to be performed is located on the Owner's property at Corinth, Maine. Vehicle access is available over public roadways.

1.02 GENERAL DESCRIPTION OF WORK

BASE BID:

The scope of work is indicated on the drawings and specifications titled “ST CROIX REGIONAL FAMILY HEALTH CENTER CALAIS, MAINE”, job # 26001G, 26001S, 26001C, 26001M, 26001E, 26001P is the base bid. The allowable work times are 6AM to 8PM Monday thru Sunday. Construction can start ASAP and the substantial completion date is to be mutually agreed upon. The contractor is responsible for security at the project site.

LIQUIDATED DAMAGES:

(a) Liquidated damage shall be \$750 per calendar day beyond the substantial completion date which is September 1, 2026.

END OF SECTION

SECTION 00300

PROPOSAL

for

ST CROIX REGIONAL FAMILY HEALTH CENTER, CALAIS, MAINE

To: **Micheal Farrell DC, MBA (CEO)**

From: _____

Gentlemen:

Having carefully examined the Instructions to Bidders, the Form of Agreement, the General and Supplementary Conditions, the Specifications entitled **ST CROIX REGIONAL FAMILY HEALTH CENTER CALAIS, MAINE** and the contract drawings, as well as the site upon which the work is to be performed, and all conditions affecting the prosecution of the work, including the availability of materials and labor:

THE UNDERSIGNED proposes and agrees to furnish all labor, materials, and equipment and perform all operations required to complete the work **for the base bid for ST CROIX REGIONAL FAMILY HEALTH CENTER CALAIS, MAINE (job # 26001G, 26001S, 26001C, 26001M, 26001E, 26001P)** in accordance with the Specifications and Drawings for the lump sum price of:

_____ Dollars (\$_____)

(ONLY IS BID >&250K) THE UNDERSIGNED shall provide a performance bond 100% of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. The owner may waive this bond.

_____ Dollars (\$_____)

THE UNDERSIGNED proposes and agrees to furnish all labor, materials, and equipment and perform all operations required to complete the work **Remove ledge as additional work (ledge is rock too large to move with excavator)** in accordance with the Specifications and Drawings for the lump sum price of :

_____ Dollars/CY (_____)\$/CY

Time to complete after notice to proceed is giving. Number of calendar days (no weather delays):

_____ Days (_____)

Provide workers' compensation experience modifier rate (EMR) for the past three years:

EXPERIENCE MODIFIER RATE (EMR)

PERIOD APPLICABLE TO	RATING*	STATUS (example: FINAL)

* Provide written explanation if EMR value exceeds 1.0

Provide number of OSHA Lost Recordable injuries per 200,000 man-hours worked for the past three years:

OSHA RECORDABLE RATE

YEAR	RATE*

* Provide written explanation if rate exceeds 4.0

Provide number of OSHA Lost workday rate per 200,000 man-hours worked for the past three years:

OSHA LOST WORKDAY RATE

YEAR	RATE*

* Provide written explanation if rate exceeds 0.

2. THE UNDERSIGNED agrees that only the following portions on the work will be subcontracted, and that the names of subcontractors will be submitted prior to award of contract, in accordance with the General Conditions of the Contract.

8. THE UNDERSIGNED agrees to substantially complete the entire work of the contract in accordance with the Construction Schedule and/or completion dates included in the Specifications.

9. THE UNDERSIGNED agrees that all applicable Federal, state and local taxes and cost of required insurance are included in the proposed prices. Sales and Use taxes are included in the proposed prices in accordance with paragraph 9 of INSTRUCTIONS TO BIDDERS (00300).

10. THE UNDERSIGNED agrees in submitting this proposal that the right is reserved by the Owner to reject any or all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening date thereof.

11. THE UNDERSIGNED acknowledges the receipt of Addenda Nos._____.

12. THE UNDERSIGNED hereby declares as Bidder, that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without any connections with any other person or parties making a Proposal for the same purpose; that this Proposal is in all respects fair and without collusion or fraud.

13. THE UNDERSIGNED agrees that if the Contract is awarded to him this Proposal will be attached as Exhibit A and made a part of the Agreement executed by him.

(Legal Name of Contracting Firm)

Signed By_____

Named Typed_____

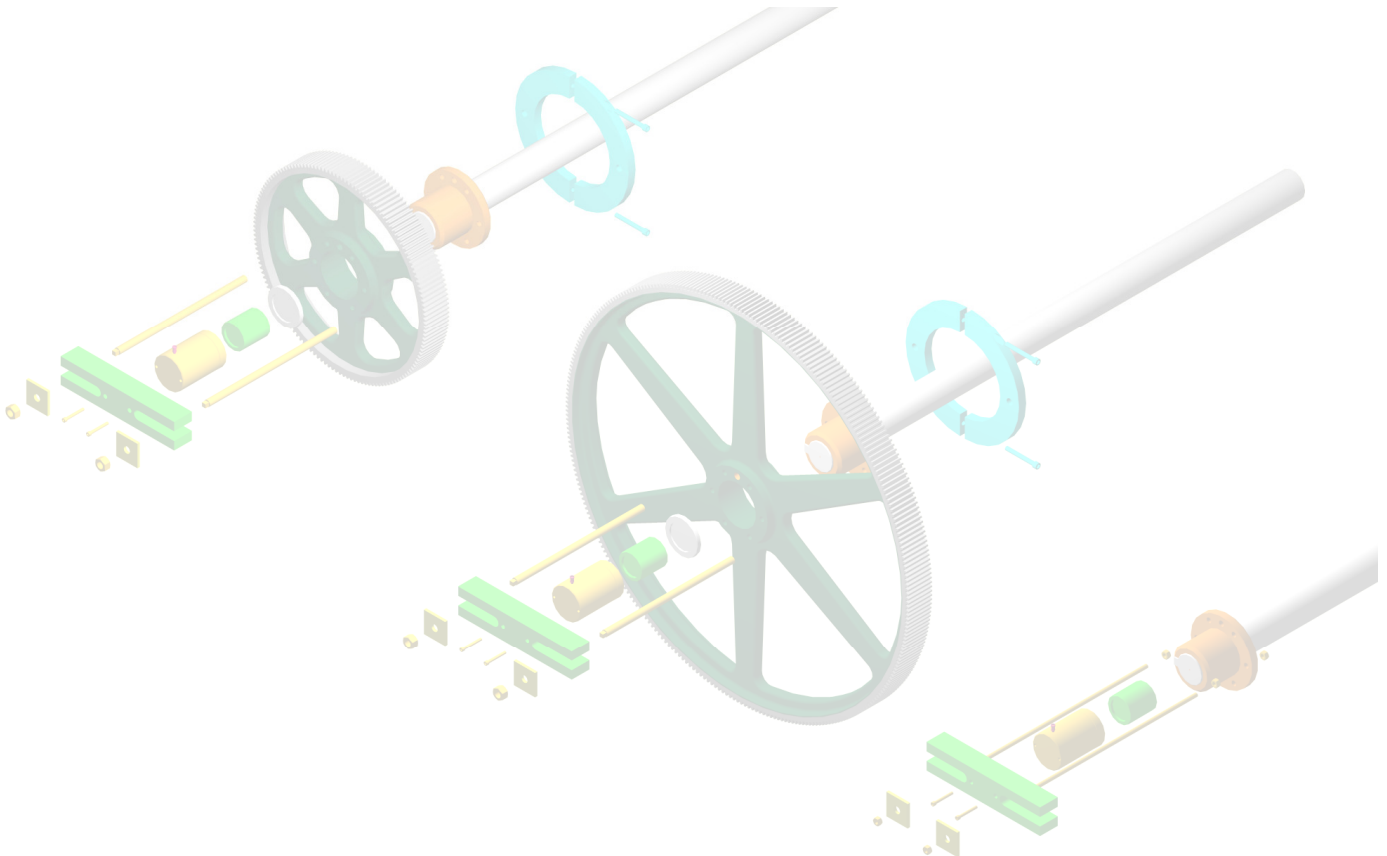
Title _____

Date_____

Telephone number:_____

END OF SECTION

FORESIGHT ENGINEERING P.C.
10 Fleming Street
Lincoln, ME 04457 (207) 794-2775



ATTACHMENT 1

FORESIGHT ENGINEERING P.C.

10 Fleming Street
Lincoln, ME 04457 (207) 794-2775



Foresight Engineering P.C.

CONSTRUCTION CONTRACT ST CROIX REGIONAL FAMILY HEALTH CENTER (SCRFHC) CALAIS, MAINE JOB #26001 (GSCMEP)

15 OCT 2026

1.0 The contract (the "Contract") is for the [new St Croix Regional Family Health Center](#) in [Calais, Maine](#). Foresight Engineering P.C. has written this contract to facilitate the management of the construction. Foresight Engineering P.C. discloses that is contract is not certificated to be complete per the State of Maine laws.

2.0 Scope of Work. The scope of work is set forth in Foresight Engineering P.C. Specification dated [22 September 2026](#) for the [SCRFHC](#) Project located in [Calais, Maine](#) -- Project #26001 (GSCMEP) (the "Work").) The "Work" shall include any and all labor, documentation, services, materials, or equipment required in this agreement or that reasonably may be inferred from this agreement as necessary to produce the end-product indicated in herein. Unless otherwise provided in this agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, and shall obtain all permits and approvals necessary for the proper execution and completion of the Work.

3.0 Parties to the Contract & Location

Owner: [St Croix Regional Family Health Center, 136 Mill Street, Princeton, ME 04668](#)
[207-796-5503](#)

Contractor: [XXXXXXX](#)

Construction Location: [297 Main Street, Calais, ME 04619](#)

4.0 Contract Documents. The Contract shall include and incorporates the following documents:

- [Instruction to Bidders](#)
- [Summary of Work](#)
- [Proposal](#)
- [This Contract](#)
- [General Conditions](#)
- [Drawings 26001](#)

(collectively, the "Contract Documents")

5.0 Schedule. The estimated start date is [XXXXXXX 2026](#). The substantial completion deadline is [1 July 2027](#) (the "Substantial Completion Deadline"). "Substantial Completion" is the stage in

the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Time is of the essence in the execution of the Work and progress of the Work is a material provision of this agreement. Liquidated damages shall be \$750 per calendar day beyond the Substantial Completion Deadline.

6.0 The Contract Sum: Compensation for the Work will be the fixed amount of \$_____ (the "Contract Sum"). The Contract Sum is full and final payment for all of the Work under the Contract. Except as may otherwise be provided in the Contract, all costs for performing the Work are included within the Contract Sum, including without limitation, all applicable taxes and governmental charges, insurance fees, and the cost of all permits, licenses, tests, inspections, and approvals Contractor is required to obtain.

7.0 SCHEDULE OF VALUES. Contractor shall submit for Owner's approval a schedule of values for all Work, allocating the Contract Sum to the various parts of the Work, made out in such detail and supported by such evidence as Owner may require, which initial schedule of values shall be included as an exhibit to this agreement (the "Schedule of Values").

8.0 Payment Applications. Each application for payment must include: (a) an updated log of all persons and entities working under Contractor in any capacity towards completion of the Project; (b) updated schedule of values indicating the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment (by submitting a schedule of values with an application for payment, Contractor represents and warrants that the schedule of values is accurate and complete); (c) lien waivers from Contractor and all of Contractor's subcontractors, equipment lessors and suppliers, engineers or consultants, and material suppliers for the Work covered by the payment application; (d) invoices from subcontractors and material suppliers and evidence satisfactory to Owner that Contractor has disbursed previous progress payments to subcontractors and material suppliers in accordance with previous applications for payment; and (e) other documentation that Owner may request. Owner shall pay amounts due within thirty (30) days after it receives a complete application for payment.

9.0 Withholdings. Owner may adjust or reject a current or previous application for payment, and withhold amounts, for any of the following reasons, in Owner's sole and absolute direction: (a) a dispute regarding whether the amounts are due or owing; (b) unsatisfactory or disputed job progress with respect to the Work; (c) defective Work not remedied; (d) failure of Contractor to make timely payments for labor, including benefit contributions, payroll taxes and insurance, equipment and materials; (d) failure of Contractor to comply with any provision of this agreement; (e) loss or damage incurred by or sought from Owner, or other persons to whom Owner may be liable arising out of or relating to the Work or the acts and omissions of Contractor; (f) claims of any type are filed or asserted or reasonable evidence that a claim will be filed or asserted arising out of or relating to the Work or the acts and omissions of Contractor; (g) reasonable evidence of delay in performance of the Work such that the work will not be completed by the Substantial Completion Deadline, and that the unpaid balance of the Contract Sum is not sufficient to offset any damages Owner may sustain as a result of the anticipated delay caused by Contractor; (h) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or (i) other provisions of this agreement or Laws that provide that Owner may withhold or offset the amount or provide that Contractor is required to pay the amount or is otherwise responsible for the amount. Contractor will pay Subcontractor amounts previously withheld when the above reasons for withholding payment are removed. Notwithstanding Contractor's withholding rights, if Contractor elects to pay an amount claimed by Subcontractor but disputed by Contractor at that time or

thereafter, Contractor's election will not constitute a concession that Subcontractor's position is correct or otherwise waive or prejudice Contractor's rights with respect to that dispute.

10.0 Retainage. For each progress payment made prior to Substantial Completion of the Work, Owner may withhold the following amount, as retainage, from the payment otherwise due: 10% of each progress payment.

11.0 Final Completion and Final Payment. Contractor shall achieve final completion of the Work (this event, "Final Completion") within 15 days after the date on which the Work is Substantially Complete. At a minimum, Contractor shall satisfy the following as prerequisites to the Work's Final Completion and before submitting its final application for payment: (a) complete all Punch List items and obtain Owner's acceptance of the Work, (b) provide final marked-up as-built drawings and related electronic data requested by Owner, in a form acceptable to Owner, (c) provide all maintenance and operating instructions, and all manufacturer warranties, for applicable items in the Work, (d) assign to Owner or its designee any warranties issued in connection with the Work, and (e) fulfill any other requirements in the Contract Documents regarding the Work. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor no later than 30 days after Final Completion.

12.0 Warranty. Contractor warrants that the work will be free from faulty materials, constructed according to the drawings; constructed in a skillful manner and conform to the requirements of the Contract, and will not be defective.

13.0 Resolution of disputes. If a dispute arises concerning the provisions of this contract or performance by the parties, then the parties agree to settle this dispute through binding arbitration pursuant to the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision.

14.0 Change Orders. Any alteration or deviation from the above contract shall be executed only by a written change order and signed by both parties. The change order shall also state the new Contract Sum for this agreement.

15.0 Standard of Care. Contractor covenants with Owner to exercise Contractor's best skill and judgment in furthering Owner's interests. Contractor shall fulfill its duty to construct in a good workmanlike manner using ordinary care and exercise the standard of care exercised by reputable contractors of its type on projects similar to the Project in type, scope, and quality (the "Standard of Care").

16.0 Bonds. Contractor shall provide bonds as set forth in the bid documents, including without limitation a Payment Bond in the amount of _____ and a Performance Bond in the amount of _____.

17.0 Attorney Fees. In any proceeding in court or in arbitration related to or arising from this Contract, including any proceedings to enforce the terms of this Contract, upon prevailing, Owner shall be entitled to recover its attorneys' fees, other legal fees, expenses, courts costs, and all expenses of litigation (including the cost for any staff time of Owner's employees or consultants) reasonably incurred in connection with any dispute with Contractor.

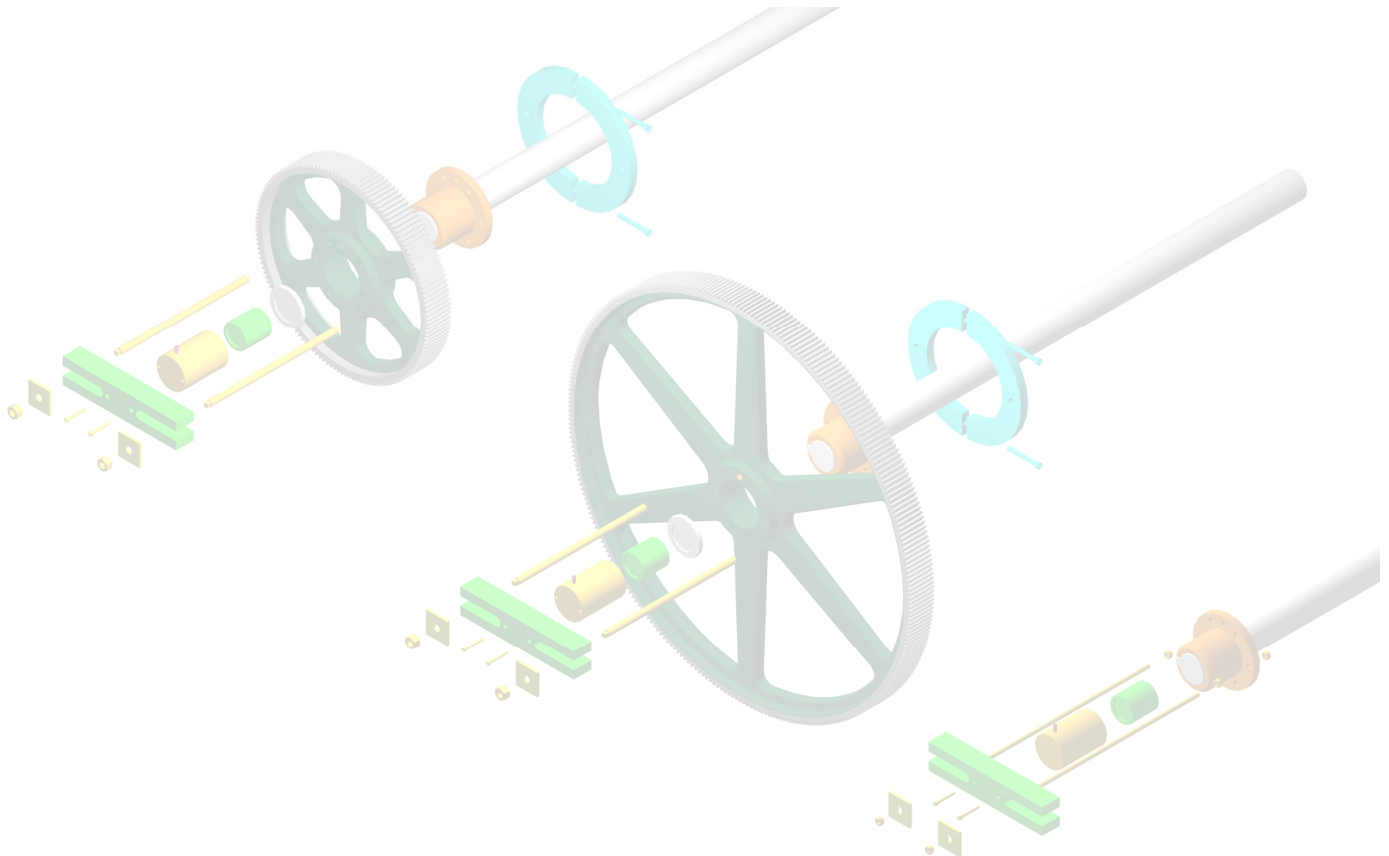
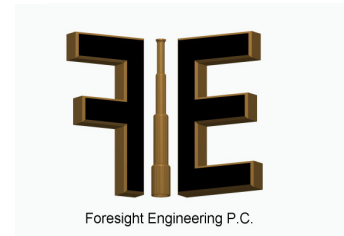
18.0 Entire Agreement. The Contract Documents constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force

and effect. This Contract may be amended only by a written agreement duly executed by each of the parties.

Owners signature: _____ Date: _____

Contractors signature: _____ Date: _____

FORESIGHT ENGINEERING P.C.
10 Fleming Street
Lincoln, ME 04457 (207) 794-2775



ATTACHMENT 2

CONTRACTOR WORK - GENERAL CONDITIONS

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Set forth below are the General Conditions to the Construction Agreement (herein referred to as the "Agreement"). Words and phrases appearing herein have the same meanings as in the Agreement.

Section 1. Intent of the Contract Documents.

The intent of the Contract Documents is to include all things necessary for the proper performance of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents is not required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have recognized technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

Section 2. The Work.

As used in the Contract Documents the word "Work" requires Contractor to provide and do all things necessary in accordance with the Contract Documents such that upon Final Completion the Project shall conform with the Plans and Specifications and be complete and ready for use. Unless otherwise expressly provided, the Work includes any thing shown on plans and drawings but not called for by specifications and anything called for by specifications but not shown on plans and drawings, as if called for and described in all, as well as anything not shown which conditions or circumstances require to be done or provided in order to complete the Work in accordance with the general plan, arrangement and intent thereof, except things to be done or furnished by Owner or others as expressly provided in writing.

Section 3. Owner's Representative.

Owner shall designate a competent inspector or resident engineer to act as Owner's representative on the Project (herein referred to as "Owner's Representative"). Owner's Representative shall have complete and full authority to issue instructions and directions, transmit and receive information, determine schedules, interpret and define Owner's policies and decisions, approve and disapprove the Work, or any portion thereof, determine amounts payable to Contractor, interpret the Contract Documents and make decisions on behalf of Owner on any matter relating to the Work. As part of his duties Owner's Representative shall coordinate the Schedule with the preparation and furnishing of the Plans and Specifications and shall be responsible for seeing that Contractor is furnished complete and accurate Plans and Specifications on a timely basis.

Section 4. Contractor.

Contractor is the "General Contractor" on the Work and in such capacity is responsible for the prosecution of all portions of the Work to Final Completion according to the Schedule. Contractor is solely responsible for all construction and/or installation means, methods, techniques, sequences and procedures for all portions of the Work. Contractor is solely responsible for the settlement of all questions of a jurisdictional nature regarding performance of the work within each craft, between the various crafts and between subcontractors, particularly in connection with, but not limited to, the unloading, handling and installing of any equipment, materials or supplies, and no settlement of any such question shall entitle Contractor to any adjustment in The Contract Sum, the Schedule and/or the Final Completion Date.

Section 5. Contractor's Representative.

Contractor shall designate an individual to act as Contractor's representative on the Project (herein referred to as "Contractor's Representative"). Such individual shall be based at the Project site, or upon Owner's prior consent at a similarly convenient location, and shall devote full time to the performance of the Work. Contractor's Representative shall have complete and full authority to issue instructions and directions, transmit and receive information, determine schedules, interpret and define Contractor's policies and decisions and make decisions on behalf of Contractor on any matter relating to the Work.

Section 6. Contractor's Personnel.

Prior to commencing performance of the Work and thereafter currently as revisions are appropriate or as directed by Owner, Contractor shall submit to Owner for Owner's prior approval (i) a chart showing Contractor's field organization, other than craft labor, to be assigned to the Work, together with the job description of each such individual, and (ii) when directed by Owner, similar personnel charts for any subcontractor on the Work. Owner shall have the right to approve or reject the assignment of Contractor's personnel, and Contractor shall not reassign or replace any personnel, other than craft labor, without Owner's prior approval. Owner shall have the right to direct Contractor to terminate the employment on the Work of any individual -- whether an employee of Contractor or a subcontractor-- in case of incompetence, carelessness, insubordination, improper or unsatisfactory performance or any other action which Owner feels is not within its best interests. Contractor shall take reasonable precautions in the selection of its personnel and in the performance of the Work to safeguard equipment, materials, supplies, Plans and Specifications and all other aspects of the Work from theft or unauthorized use or disclosure thereof.

Section 7. Independent Contractor Status.

Contractor is and shall remain an independent contractor, has no authority to bind Owner and is solely responsible for its directors, officers, employees, agents, representatives, suppliers and subcontractors and for its and their full compliance with all applicable laws and regulations in connection with the Work.

Section 8. Concealed Condition.

The term "Concealed Condition" refers to any

- (i) unknown or hidden physical condition below the surface of the ground or
- (ii) unknown or hidden condition in an existing structure, when encountered in the performance of the Work:
 - (a) which is at variance with conditions indicated by the Contract Documents; or
 - (b) which is of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in work of similar character.

Section 9. Examination of Project Site.

Contractor acknowledges that it has thoroughly familiarized itself with the Project site, including all conditions, grades and physical features, all shipping and delivery facilities and all matters and conditions which may affect performance of the Work. Depending upon the Project, Contractor's performance of the Work may be in the midst of an operating manufacturing plant, in which event Contractor recognizes the resulting need to coordinate and cooperate closely with Owner. Contractor executes the Agreement with complete knowledge of the demands and requirements of the foregoing and assumes all risks there from.

Section 10. Use of Project Site.

Contractor shall confine operations at the Project site to areas permitted by law, ordinance, permits and the Contract Documents and shall not unreasonably encumber the Project site with equipment, materials, supplies or other aspects of the Work. Should Owner permit Contractor to use any of Owner's equipment, tools or facilities or should Owner furnish transportation, labor, electric power or other utility service or other assistance in connection with performance of the Work, such use or furnishing will be gratuitous, and Contractor hereby waives, releases and renounces all claims relating thereto, whether for personal injury, occupational sickness or disease or death or for physical damage to property, or loss of use thereof, and whether based on the condition thereof or any negligence, strict liability or other fault of Owner. Contractor may store its tools and materials on Owner's premises at designated locations as permitted by Owner, but Owner assumes no responsibility for loss or damage in connection therewith.

Section 11. Owner's Operations.

Contractor shall plan and prosecute the Work in such a manner that Owner's operations will not be unreasonably interrupted, hampered or interfered with or delayed. Contractor shall comply with all reasonable requests relating to Owner's operations and working conditions and with all rules, regulations, procedures, customs and practices which Owner establishes for its personnel, including without limitation Owner's smoking rules and hard hat requirements.

Section 12. Plans and Specifications.

Unless otherwise expressly provided, Owner shall furnish all designs, drawings, plans, specifications and other engineering details and materials (herein referred to as the "Plans and Specifications") required to enable performance of the Work and shall provide Contractor five (5) copies thereof free of cost. Additional copies may be obtained at Owner's cost of reproduction. Contractor shall maintain in good order at the Project site one (1) copy of each of the Plans and Specifications, and Owner's Representative shall have full and complete access to each such copy.

Section 13. Ownership of Plans And Specifications.

The Plans and Specifications shall be used only for the proper performance of the Work. The Plans and Specifications are Owner's property and must be returned to Owner upon request.

Section 14. Shop Drawings.

Contractor shall prepare and submit for Owner's approval, with sufficient promptness to avoid delay in the performance of the Work, three (3) copies of all shop or setting drawings and all schedules of the various trades, such drawings and all schedules of the various trades, such drawings and schedules to carry an appropriate legend to protect confidentiality in accordance with Section 33 below. Contractor shall make any change therein required by Owner and shall furnish two (2) corrected copies to Owner. Approval of such drawings and schedule s shall not relieve Contractor of responsibility for errors of any sort therein or for any deviation from the Plans and Specifications unless Contractor has theretofore, in writing, called each such deviation to Owner's attention.

Section 15. Permits And Regulations.

Owner shall obtain and pay for all easements, rights of way and environmental, shoreline management and other similar regulatory permits, and Contractor shall obtain and pay for the building permit and all other permits and governmental fees, licenses and inspections necessary for the proper performance of the Work. Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the Work. If Contractor becomes aware that the Plans and Specifications are at variance therewith, Contractor shall notify Owner in writing before performance and shall estimate the value of any change necessary to resolve such variance. Contractor must obtain Owner's prior written consent before proceeding with the Work in accordance with such change.

Section 16. Temporary Buildings And Facilities.

Contractor shall provide temporary buildings and facilities as required for a Project site office and for warehousing and storage of equipment, materials and supplies at location(s) satisfactory to Owner. All temporary buildings and facilities shall be substantially constructed, painted and maintained in neat condition and shall be removed upon Final Completion.

Section 17. Toilet Facilities.

Contractor shall install toilet facilities at the Project site sufficient for use by all personnel engaged in the Work. Toilet facilities shall comply with all requirements of all public authorities having jurisdiction, shall be maintained in good working order and sanitary condition and shall be removed upon Final Completion.

Section 18. Signs

Contractor shall not place or maintain, or permit to be placed or maintained, any sign, bill or poster on or about the Project site without Owner's prior consent.

Section 19. Watchman's Service.

Contractor is not required to furnish a watchman's service, but the absence of a watchman's service shall not diminish or otherwise affect Contractor's obligations under the Agreement.

Section 20. Cost Record Form.

Contractor shall prepare a Cost Record Form in a format prescribed by Owner, which shall accompany each request for progress payments. Each Cost Record Form shall show Work performed in the aggregate and since the previous submission. Each cost record form shall separately state materials and labor charges and shall separately identify and state charges for installation whether such services were performed by contractor or a subcontractor.

Section 21. Certificate Of Payment.

Owner's Representative shall prepare a Certificate of Payment in Owner's standard format for each of Contractor's approved invoices. The Certificate of Payment shall be used by Owner's Accounts Payable Department to process each payment to Contractor under the Agreement.

Section 22. Layout of the Work -- Lines And Levels.

Owner shall establish the building base lines and such other lines and levels as are necessary to give Contractor basic working points. Contractor shall lay out the Work and assume full responsibility as to the correctness of the relative location of each portion of the Work, both horizontally and vertically, as provided in the Plans and Specifications. Contractor shall carefully study and compare the Plans and Specifications and verify all measurements at the Project site, and Contractor shall report immediately any error, inconsistency or omission, which it may discover.

Section 23. Figures To Govern.

Plans and drawings must not be scaled for purposes of construction or layout, and no allowance will be made for errors arising through scaling. Figured dimensions must be followed, and plans and drawings of larger scale shall take precedence over those of smaller scale.

Section 24. Cutting, Fitting And Patching.

Contractor shall do all cutting, fitting and patching of the Work which may be required to make its several parts properly come together or join with existing structures, and Contractor shall fit the Work to receive or be received by work of other contractors as shown upon, or reasonably implied by, the Plans and Specifications. Contractor shall not damage or endanger any portion of the Work or the work of Owner or any other contractor by cutting, patching, excavation or otherwise.

Section 25. Cleaning Up.

At all times Contractor shall keep the Project site free from accumulations of waste material and rubbish resulting from or caused by performance of the Work and shall comply with Owner's rules relating to segregation of waste material and rubbish, and prior to Final Completion Contractor shall remove all waste material and rubbish from and about the Project site, together with all of its tools, scaffolding, surplus materials and other property. Contractor shall leave the Work "broom clean" or the equivalent, except as more exactly specified. In case of dispute, Owner may remove such waste material and rubbish and charge the cost to Contractor in such amount as Owner shall determine to be just. In addition, all buildings, equipment, floors and hardware shall be cleaned to remove paint spots and accumulated dirt and dust. Contractor shall thoroughly clean all roofs, horizontal projections, floors, steps, walks and other surfaces where dirt or dust has collected. Labels shall be removed from all glass, and glass shall be washed on both sides and polished when appropriate.

Section 26. Subcontractors.

As used herein, the term "subcontractor" refers to (i) a person or entity which has a direct contract with Contractor to perform any of the Work at the Project site or (ii) a "subcontractor of lower tier," which term refers to a person or entity which has a direct or indirect contract to perform any of the Work at the Project site, with such a person or entity under direct contract with Contractor. As used herein, the term "erector" refers to a person or entity, which has a direct contract with Owner to perform at the Project site any work which is related to the Project. By appropriate written agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by such subcontractor, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations and responsibilities which Contractor by the Contract Documents assumes toward Owner. Owner shall be an intended, third-party beneficiary under said agreement, and said agreement shall preserve and protect the rights and remedies of Owner under the Contract Documents with respect to the portion of the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights and remedies.

Section 27. Approval of Subcontractors and Substituted Items.

Contractor recognizes that the experience, ability and reputation of any party to whom any portion of the Work may be subcontracted are matters of importance and legitimate concern to Owner. Therefore, Contractor shall not enter into or approve any subcontract without first obtaining Owner's written approval of the proposed subcontractor. Contractor shall furnish Owner a complete list of subcontractors, together with a photocopy of each subcontract and a list of the major items of equipment and materials, which it or any subcontractor will require to perform the Work. Requests for approval of a different item of equipment or material from that which is specified shall be made in writing, and such request shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories and such other information as Owner may direct. Such requests shall be suitably timed to allow for investigation and evaluation before a decision must be made. Should Owner approve substitution of any item of equipment or material, Contractor guarantees that such substituted item shall be equal to or better than the item originally specified. Owner shall have the right to direct Contractor to terminate from the Work any subcontractor which fails to supply suitable equipment or materials or to perform its portion of the Work in a satisfactory manner. Notwithstanding Owner's approval or disapproval of any subcontractor, Contractor shall not be relieved or discharged of any of its obligations under the Agreement.

Section 28. Cooperation with Owner and Other Contractors.

Owner reserves the right to perform work related to the Project with its own forces or by other contractors and to award contracts for other work at the Project site. From time to time Owner and/or other contractors of Owner may perform other work which affects Contractor's prosecution of the Work. Contractor shall cooperate in scheduling and prosecuting the Work to accommodate such other work. If Contractor sustains any damage by reason of any act or omission of any other person or entity under contract with Owner, Owner shall cooperate with and assist Contractor in processing its claim, but Owner assumes no responsibility or obligation for the acts or omissions of any such contractor, and Contractor shall have no claim against Owner.

Section 29. Erection Supervisory Services.

If erection supervision in connection with the Work is to be provided by any vendor of equipment or materials, whether or not at vendor's or Owner's cost, Contractor shall notify Owner sufficiently in advance of its performance of the Work pertaining thereto to permit arrangements for such supervision. Contractor shall install such equipment or materials to the satisfaction of the vendor's erection supervisor.

Section 30. Manufacturer's Directions.

Unless the Plans and Specifications otherwise require, Contractor shall carefully comply with manufacturer's instructions and printed directions. Contractor shall furnish Owner with two (2) copies of any instructions and printed directions which are furnished by manufacturers in connection with Contractor-furnished equipment incorporated into the Work.

Section 31. Owner Not To Withhold Approval Unreasonably.

As to any matter or thing connected with this Agreement which requires the approval or consent of Owner, Owner shall duly consider and act thereupon in good faith and shall not unreasonably withhold or delay its approval or consent, but withholding or delaying of approval or consent in good faith shall not constitute a breach of this Agreement by Owner, nor be the basis for any liability or obligation of Owner, nor entitle Contractor to adjustment in The Contract Sum, the Schedule and/or the Final Completion Date.

Section 32. Owner-Furnished Items.

Owner shall use best efforts to keep Contractor supplied with Plans and Specifications, equipment, materials, supplies and other items, to the extent required to be furnished by Owner, so that Contractor's performance of the Work is not interfered with or delayed according to the Schedule, but Owner shall not be in breach of the Agreement for any failure to do so unless attributable to a bad faith act or omission of Owner. No such failure shall constitute grounds for a claim by Contractor against Owner for adjustment in The Contract Sum, but Contractor may request, in accordance with Article 4(d) of the Agreement, appropriate adjustment in the Schedule and/or the Final Completion Date.

Section 33. Confidential Information.

Contractor covenants to hold in confidence in accordance with this Section the Plans and Specifications and all other information, data, know-how, secret processes and other trade secrets (herein collectively referred to as "Confidential Information") relating directly or indirectly to Owner's business or facilities, which may be disclosed to or learned by Contractor or which may be developed during performance of the Work. Confidential Information shall not be used by Contractor for purposes other than its proper performance of the Work, and Confidential Information shall not be disclosed by Contractor to personnel or to any third party who do not have a need to know and who have not agreed prior to disclosure to hold Confidential Information in confidence. Contractor's obligations under this Section shall cease as to any Confidential Information which:

- (a) at the time of disclosure by Owner is part of the public domain; or
- (b) after disclosure by Owner becomes part of the public domain through no violation of this Section; or
- (c) prior to disclosure by Owner was in the possession of Contractor as shown by its written records and was not subject to an obligation of secrecy involving Owner; or
- (d) is acquired from a third party, provided that such Confidential Information was not acquired by such third party directly or indirectly under an obligation of secrecy involving Owner.

Section 34. Title To Goods.

Title to equipment, materials and supplies to be incorporated into the work which are furnished by Contractor shall pass to Owner automatically, immediately upon completion of the work in its entirety or payment by Owner with respect thereto, whichever occurs first. Contractor warrants good and marketable title as to all such property.

Section 35. Safety of Persons.

Contractor and its subcontractors shall comply with Owner's safety and security rules with all federal, state and local standards and regulations for safety and health relating to construction, including without limitation 29 C.F.R. Sections 1926.1 - 1926.1051, as amended, or comparable state regulations. The inspection, utilization or acceptance of all or any portion of the Work by Owner shall not absolve Contractor of its duty of furnishing a safe place of employment for all personnel engaged in performance of the Work. Contractor shall provide and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent property. Contractor shall provide and maintain all passageways, walks, fences, lights and other facilities needed for the protection of workmen and the public. When the removal, use or storage of explosives or other hazardous materials or equipment is necessary for the performance of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. Contractor shall be responsible for conducting regular safety meetings and shall designate a safety manager for the Work. All accidents shall be reported to the Owner in writing promptly after occurrence. Contractor shall fully inform itself and its subcontractors and its and their employees concerning the chemical substances and hazardous materials and conditions located at the Owner's premises and Contractor shall take appropriate safety and protective measures to prevent injury to persons and property. Contractor shall familiarize its subcontractors and its and their employees with the Hazardous Material Identification System in use at the Project site, and Owner shall provide Contractor's designated representative(s) with training in such Hazardous Material Identification System. Owner shall provide full access to, and upon Contractor's request shall provide Contractor copies of, Material Safety Data Sheets for the chemical substances which Owner maintains on its premises. Contractor shall not expose Owner's employees or Owner's other contractors or their employees to any chemical substance or hazardous material or condition in connection with the performance of the Work, unless Contractor has taken appropriate safety and protective measures to prevent injury to persons and property. Prior to bringing any chemical substance or hazardous material onto Owner's premises, Contractor shall provide Owner, without request, the Material Safety Data Sheet applicable thereto and, when requested by the Owner, shall delay such entry until Owner has given clearance.

General Safety Regulations for Contractors.

The following safety regulations apply to all contractors, including all agents and subcontractors of such contractors ("Contractors"), and to all their employees working within, on or around any premises of Owner ("Premises") whether on construction, maintenance or otherwise. Contractors shall follow these rules and shall ensure that all of their employees working on Premises are furnished a copy of, and are familiar with, these rules. THESE RULES ARE NOT INTENDED TO AND SHALL NOT SUPERSEDE, NOR SHALL THEY RELIEVE CONTRACTOR FROM COMPLIANCE WITH, ANY FEDERAL, STATE OR LOCAL SAFETY AND ENVIRONMENTAL REGULATIONS, INCLUDING, WITHOUT LIMITATION, REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION ("OSHA"), THE ENVIRONMENTAL PROTECTION AGENCY ("EPA") AND STATE SAFETY AND ENVIRONMENTAL REGULATIONS.

(a) EMPLOYEES

1. Contractors' employees shall comply with Owner's contractor dress code when on premises, specifically: shirts, long pants and safety shoes that completely cover the feet shall be worn. Shirtsleeves shall be buttoned or rolled to the elbow. Shorts, tank tops, open shirts, sandals and tennis shoes are prohibited. When employees are working near machinery or moving equipment, long hair shall be tied back and no longer than shoulder length, ties tucked in and similar precautions taken.
2. Contractors shall inform their employees that
 - (i) running or jumping off platforms or raised surfaces is prohibited,
 - (ii) they must walk up or down stairs using the handrail,
 - (iii) they must use a ladder, platform or appropriate lifting device when ascending or descending from elevated structures, surfaces or conveyors,
 - (iv) the possession or use of unauthorized drugs, intoxicating beverages, or weapons on Premises is prohibited,
 - (v) ladders must be properly secured at the base and top,
 - (vi) compressed air shall not be used to clean clothing or personnel, and
 - (vii) "horseplay" is prohibited.
3. Contractors are responsible for the safety of their employees and for exercising care to prevent injury to others. Contractors shall report any accidents causing death, personal injury, or property damage that arise out of or in connection with their work immediately after the occurrence of such accidents. Contractors shall also submit written report regarding such accidents within five (5) days of each occurrence.
4. Employees may smoke only in designated areas on Premises.
5. Employees shall comply with Owner's specific requirements with regard to the wearing of personal protective equipment.

(b) MATERIAL AND EQUIPMENT

1. Contractors must obtain approval of any chemical, cleaning agent, coating material, degreasers, radioactive material, laser generating equipment, or similar hazardous materials or equipment to be used by them ("Hazardous Materials"), prior to the arrival of such Materials on the Premises, and furnish necessary MSDS literature.
2. Prior to storing any bulk quantities (greater than 55 gallons) of any liquid material a single container on the Premises, Contractors shall dike the area surrounding such container so as to prevent any spillage from reaching any ground or surface waters or sewer systems. The volume to be contained by such dike shall be equal to the volume of the largest single container plus a five-inch freeboard.
3. The disposal of liquid, solid or gaseous wastes on Owner's property is strictly prohibited. Contractors shall arrange for the removal and disposal of all waste and scrap material in accordance with applicable local state and federal regulations. Prior to the arrival on the Premises of any material classified as "hazardous" according to the regulations adopted pursuant to the Resource Conservation and Recovery Act, Title 40, Code of Federal Regulations, or comparable state or local regulations or a pesticide, insecticide, fungicide or rodenticide, Contractors must obtain approval of their disposal procedures regarding such materials.
4. Contractors shall properly ground and seal all equipment used by them in any abrasive blasting on Premises. Materials that contain "free silica" or quartz may not be used under any circumstances. Contractors' employees engaged in such work must use approved respirator protective equipment.
5. Contractors shall cease work immediately and notify the owner if, in the course of removing or replacing insulation material they discover or have reason to suspect that such material contains asbestos.

6. In servicing or repairing Owner's equipment that requires deactivation of electrical circuitry, steam or chemical lines or valves, Contractors shall comply with the Owner's specific requirements for "lock out" of such circuits, lines or valves.

(c) FIRES AND OTHER EMERGENCIES

1. Contractors shall report all suspected fire hazards.
2. Contractors performing welding, cutting or burning work on the Premises shall comply with Owner's specific requirements relating to, among other things, welding and cutting permits; fire prevention; protective equipment; gas welding; and combustible liquids.
3. Contractors shall not block access to emergency equipment or exits.
4. Contractors shall obtain from Owner the location and operating method of all eye-wash stations and/or safety showers in their work area.

(d) MISCELLANEOUS

1. Contractors must obtain authorization prior to working in the aisles.
2. Contractors shall comply with all of Owner's safety signs and markings. No one shall enter areas that are barricaded, roped-off or marked "restricted" without prior written authorization.
3. Contractors shall enter and leave Premises through entrances and exists assigned and shall follow assigned routes to and from their work area.
4. Contractors shall park vehicles in areas as assigned. This applies to both company owned and private vehicles.
5. Contractors performing work in confined spaces, including, without limitation, areas of poor ventilation or where an oxygen deficiency may exist, shall comply with Owner's specific requirements relating to, among other things, entry permit; pipeline lock-out; cleaning; oxygen content verification; required breathing apparatus; stand by watcher; combustible vapors; ventilation; power source; lights; grounding; solvents; harness and lifelines; and training.
6. Contractors are specifically prohibited from using any equipment or tools owned or leased by THE owner.
7. Contractors will adhere to safety meeting requirements. This will consist of:
 - a. Pre-construction meeting with the general contractor and using Attachment No. 1 (Agenda for Pre-construction Meeting).
 - b. Bi-weekly safety meeting with contractor's supt.
 - c. Monthly safety meeting with general contractor and his subcontractors.
 - d. Weekly tool box safety meetings with all employees by each contractor.

Each meeting will be documented by minutes and submitted to the Owner.

8. A list will be submitted weekly by the contractor listing the name of the firm, the type of work, the location of the work and the number of workers on the job site.

Section 36. Protection Of The Work And Adjacent Property.

Contractor shall provide and maintain adequate protection of all portions of the Work, of all property of Contractor, Owner and other connected with the Work and of adjacent property of Owner and others from physical loss and damage, including vandalism, theft, malicious mischief and damage by weather, and when necessary Contractor shall promptly provide suitable housing therefore. Contractor shall correct and make good any damage, loss, destruction or disfigurement so occurring at Contractor's sole cost.

Section 37. Indemnity.

The Work shall be performed at Contractor's sole risk. To the fullest extent permitted by law, Contractor shall save, indemnify and hold Owner harmless from and against any and all claims, demands, causes of action, actions, proceedings, liens, charges, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees and litigation costs, of whatsoever kind or nature on account of damage to or loss or destruction of property, or loss of use thereof, personal injury, occupational sickness or disease or death of any person whatsoever (whether an employee of Contractor or any subcontractor, or other person), which arises directly or indirectly out of, or is in any way connected with, the Work and is caused in whole or in part by Contractor or any subcontractor or jointly by Contractor or any subcontractor and Owner (whether due to the negligence or strict liability of Owner, or otherwise); provided, however, that Contractor shall have no responsibility to save, indemnify or hold Owner harmless when the damage, loss, destruction, personal injury, occupational sickness or disease or death is proximately caused by Owner's sole negligence or sole willful misconduct. Promptly upon Owner's request Contractor at its sole cost shall defend Owner in any litigation which arises directly or indirectly out of, or is in any way connected with, the Work. Contractor's obligations to defend, save, indemnify and hold Owner harmless under this Section shall not be limited or otherwise affected by Section 38 below.

Section 38. INSURANCE.

- (a) Contractor shall, at its sole cost, maintain the following coverage's in effect at all times during performance of the Work with the insurers and under forms of policies satisfactory to the Owner:

1. Workers' Compensation Insurance

To the extent required by law and Employer's Liability Insurance with minimum limit of \$1,000,000 each occurrence. Where applicable, such insurance shall provide coverage for the Longshoremen's and Harbor Worker's Compensation Act and the Jones Act (Merchant Marine Act, 1920).

2. Commercial Liability Insurance

with the Contractual and Products/Completed Operations coverage and Automobile Liability Insurance with Owned, Hired and Non-Owned (with excess of primary endorsement for daily rentals and employee-owned vehicle) coverage, each with minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.

3. Marine Insurance

(where applicable). Each marine vessel used by Contractor shall carry Hull and Machinery Insurance covering the value of such vessel and Protection and Indemnity Insurance, with a limit equal to the value of the vessel or \$1,000,000, whichever is greater, and Water Quality Insurance Syndicate coverage to meet statutory requirements and with third-party contamination coverage with minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.

4. Builder's Risk Insurance

(unless otherwise directed by Owner under paragraph (b) of this Section) covering all portions of the Work at replacement cost with Broad Form coverage (with Owner named as loss payee) which includes the interests of Owner, Contractor, subcontractors and any other party whom Owner may designate.

5. Contractor's Equipment Insurance

covering physical loss or damage to Owner-owned, if any, furnished for use by Contractor and third-party rental (both Contractor-furnished and Owner-furnished) construction equipment at replacement cost.

6. Professional Liability Insurance

(Where applicable) with minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.

Contractor shall cause Owner and any other party whom Owner may designate to be named as an additional insured in each such policy of insurance, each of which shall contain a severability of interest clause, shall be primary and not excess to or contributory with any other applicable insurance or self-insurance which Owner may have and shall waive right of subrogation against Owner, its employees and agents.

On Contractor's Workers' Compensation Insurance only, Owner may waive being named as additional insured there under, but nonetheless will require waiver of subrogation as aforesaid. Such insurance shall cover performance of the indemnity obligations provided in Section 37 above, shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation, non-renewal or material change in coverage and shall nullify anything excluding liability assumed under the Agreement.

Prior to commencement of the Work, Contractor shall furnish Certificates of such insurance, and Owner shall have the right to inspect the original policies of insurance. Before permitting any subcontractor to perform any Work, Contractor shall require that the subcontractor maintain insurance coverage which are comparable or better than those to be maintained by Contractor under this paragraph (a), and upon Owner's request Contractor shall furnish Owner satisfactory evidence of such coverage.

Contractor warrants that all of the coverage to be maintained by Contractor under this paragraph (a) are currently in effect and will be maintained throughout the performance of the Work until Final Completion.

Nothing shall limit Contractor's or any subcontractor's liability to Owner under the Agreement to the scope or the amount above coverage or to the Contractor's or any subcontractor's insurance, and except as to Owner's Course of Construction Insurance, as provided in paragraph (b) of this Section, the coverages to be maintained under this Section shall not be limited or otherwise affected by any insurance maintained by Owner, whether or not applicable, or by any absence of coverage for Owner.

- (b) If Owner has directed Contractor in writing not to obtain Builder's Risk Insurance, as provided in subparagraph 4 of paragraph (a) of this Section, Owner shall, at its sole cost, maintain in effect at all times during performance of the Work Course of Construction Insurance covering all portions of the Work. Such insurance shall provide fire, extended coverage, vandalism, theft, malicious mischief and Difference in Conditions coverages for physical loss or damage and shall include the interests of Owner, Contractor, subcontractors and any other party whom Owner may choose. Owner will not insure against, and shall not be responsible for, physical loss or damage to Contractor's or any subcontractor's supplies, construction equipment, construction facilities, vehicles, small tools, expendables and other property not incorporated, or to be incorporated, into the Work.
- (c) *The contractor shall sign Attachment #2 3 of this document indicating that he/she has received and read a copy same, and the Contractor will also be responsible for obtaining the signatures of the Subcontractors and furnishing the signatures of the Owner.²*

Section 39. Unemployment Compensation, Social Security And Income Tax Laws.

Contractor is solely responsible for any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or similar and applicable federal, state or local laws now in force or which may hereafter become effective during performance of the Work, including without limitation the filing of all returns and the payment and/or deduction and remittance of any and all contributions, taxes, fees, charges and the like under such laws. Contractor shall immediately qualify and remain qualified throughout the performance of the Work as an employer under all such laws.

Section 40. Wage And Hour Acts.

Contractor shall comply with all requirements of the Fair Labor Standards Act of 1938, as amended, and Contractor shall so state on each invoice. Contractor shall also comply with all other federal, state and local laws relating to maximum hours, overtime, wages, minimum pay or employment of minors now in force or which may hereafter become effective.

Section 41. Compliance With Applicable Legal Standards.

Unless otherwise expressly provided, Contractor shall comply with the applicable provisions of all federal, state and local laws and all rules, regulations and standards promulgated thereunder, including without limitation the following, as amended from time to time:

- (a) Executive Order 11246 including Section 202 (the "**equal opportunity**" clause) set forth therein, which is hereby incorporated herein by reference.
- (b) **Rehabilitation Act of 1973 and Vietnam Veterans Readjustment Assistance Act** of 1974, including the "affirmative action" clauses set forth therein.
- (c) **33 U.S.C. Sec. 1321**, relating to oil spill responsibility.
- (d) Amendments to **Small Business Act** under 15 U.S.C. Sec. 637(d). In addition, Contractor shall establish subcontracting compliance programs for small business and minority business enterprises, including small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, which programs are described in 32 C.F.R. Section 7-104.14 and 41 C.F.R. Section 1-1.710-3 and 1-1.1310-2, respectively, and for female-owned business enterprises pursuant to Executive Order 12138.
- (e) **Toxic Substances Control Act of 1976**. If Contractor provides any chemical substance or mixture of chemical substances, as these terms are defined in said Act, in connection with its performance of the Work, Contractor certifies that each such chemical substance and all component substances of mixtures are included in the Inventory of Chemical Substances.
- (f) Williams-Steiger **Occupational Safety and Health Act** of 1970. Contractor shall provide Material Safety Data Sheets to Owner in accordance with 29 C.F.R. Section 1910.1200.
- (g) **Resource Conservation and Recovery Act of 1976**. Contractors shall perform the Work in such a way that Owner does not become a treater, storer or disposer of solid waste, as these terms are used in said Act.

(h) Except under proper license and using qualified personnel, Contractor shall not bring onto, and shall not move or otherwise handle at, the Project site any **radioactive** device or material displaying a radiation symbol, and then only in compliance with 10 C.F.R. Parts 0-199 and all applicable state regulations

Section 42. Liens.

Contractor shall pay promptly when due all claims, debts and charges in connection with the Work which might become a lien upon the Project site or any other property or premise of Owner. Contractor shall not suffer or permit any lien or encumbrance of any kind to be filed against the Project site or any other property or premises of Owner. If any lien is filed against the Project site or any other property or premises of Owner; if any lienable charge is not paid promptly when due; or if Owner is threatened with any lien, cost, tax, contribution or other obligation properly to be borne by contractor or any of its subcontractors, Owner may retain, and set off or recoup against Contractor, a reasonable amount to cover the same until settled or discharged without cost or liability to Owner, and after ten (10) days prior written notice to Contractor, Owner may apply any or all of such withholding directly to the discharge and satisfaction, whether in whole or in part, of the same, whether or not liquidated, due or payable. **FOR COST PLUS PERCENTAGE FEE G.C. PLEASE INCLUDE THE ADDITIONAL WORDING HERE.**

(Owner may also direct Contractor to bond off or release any lien filed or imposed on any part of the Work or Project site or any other property or premises of Owner, and after ten (10) days prior written notice to Contractor, Owner may pay all sums necessary and may make arrangements necessary to obtain such release or to bond off any such lien, all for Contractor's account and at Contractor's sole cost and expense.) Nothing herein shall prevent Contractor from filing and enforcing a mechanic's lien if Contractor is not paid in accordance with the provisions of the Agreement.

Section 43. Patents.

Contractor shall pay all royalties and use and license fees with respect to any article, process, machine or composition furnished or employed in the performance of the Work, and Contractor shall defend, indemnify and hold Owner harmless from and against any claim of infringement of any patent right relating thereto; provided, however, that Contractor shall not be responsible or liable where Owner has specified in the Plans and Specifications, and Contractor lacks information concerning infringement by, any such article, process, machine or composition. In case use of any such article, process, machine or composition is enjoined as constituting infringement in any such action, at Owner's election Contractor shall, within a reasonable time and at its sole cost, procure for Owner the right to continue using such article, process, machine or composition, or its equivalent, by securing the suspension of the injunction or by procuring for Owner a license to use the same.

Section 44. Access To Project Site, Contractor's Documents and Reporting Responsibilities.

Contractor shall afford Owner full and complete access to the Project site and to Contractor's offices and facilities. Contractor shall keep and maintain estimating data, source data, accounting records, receipts, vouchers, shipping documents, labor data including rates paid, computer programs, correspondence, shop drawings, memoranda and all other documents of whatsoever kind or description pertaining to the Project for a period of four (4) years after Final Completion, except that all such documents relating to an unresolved or outstanding claim or dispute must be maintained until a such claim or dispute is resolved and finally concluded. Contractor shall furnish Owner with such reports containing such information concerning the Work as Owner may reasonably request.

FOR COST PLUS PERCENTAGE FEE G.C. PLEASE SUBSTITUTE THE FOLLOWING WORDING FOR ABOVE.

Contractor shall check all equipment, materials, supplies and labor entering the Project site and shall keep such full and details accounts as at any point in time are necessary to accurately establish the equipment, material supplies and labor at the Project site and the costs and expenses of performing the Work. Contractor shall afford Owner full and complete access to the Project site and to Contractor's offices and facilities and books and records relating to the Project. Contractor shall keep and maintain estimating data, source data, accounting records, receipts, vouchers, shipping documents, labor data including rates paid, computer programs, correspondence, shop drawings, memoranda and all other documents of whatsoever kind or description pertaining to the Project for a period of four (4) years after Final Completion, except that all such documents relating to an unresolved or outstanding claim or dispute must be maintained until a such claim or dispute is resolved and finally concluded. Contractor shall furnish Owner with such reports containing such information concerning the Work as Owner may reasonably request. Contractor shall require each of its subcontractors except lump sum or unit price contracts to keep, maintain and make available its documents to Owner on the same basis that Contractor is required to keep, maintain and make available documents to Owner under this section. Contractor shall provide and maintain an account system to employed by it and its subcontractors which shall be satisfactory to Owner.

Section 45. Right To Stop Work.

Contractor and Owner shall have the right to stop performance of the Work only in accordance with the following:

- (a) **Contractor's Right.** If Owner fails to make payment to Contractor in accordance with Article 7 of the Agreement, Contractor shall have the right upon notice to stop performance of the work, or any portion thereof, until such payment is made by Owner, at which time Contractor shall promptly resume performance of the Work.
- (b) **Owner's Right.** If Contractor fails in any respect to perform or observe any provision of the Contract Documents, Owner shall have the right to order Contractor to stop performance of the Work, or any portion thereof, until Contractor is ready and able to resume performance or observance of such provision. Contractor shall not be entitled to adjustment in The Contract Sum, the Schedule and/or the Final Completion Date in connection with any order to stop given by Owner under this paragraph (b).
- (c) **Mutual Agreement.** Performance of the Work, or any portion thereof, shall cease whenever mutually agreed upon by Contractor and Owner in writing.

Section 46. Termination By Contractor.

Contractor shall have the right to terminate the Agreement in accordance with the following:

(a) **Termination With Cause.** If Owner fails in any respect to perform or observe any provision of the Contract Documents, Contractor may give Owner written notice of default, but only after Contractor has first filed, and Owner has denied, a written claim with respect thereto. Owner shall completely cure such default and all consequences proximately resulting there from within fifteen (15) days after receipt of such notice of default, or such longer time as may be reasonable under the circumstances when requested promptly by Owner. If such default and such consequences are not completely cured within said time, Contractor may terminate the Agreement. In addition, Contractor may terminate the Agreement if Owner dissolves or terminates its existence; becomes insolvent or unable to pay its debts as they mature; commits any act of bankruptcy; makes an arrangement, composition or assignment for the benefit of creditors; has filed against it or consents to the filing of any petition in bankruptcy for liquidation or reorganization; appoints or consents to the appointment of a receiver for all or a portion of its business; or otherwise is the subject of insolvency proceedings of any kind or nature. Termination of the Agreement pursuant to this paragraph (a) shall occur when Contractor's written notice of termination is given to Owner.

(b) Actions Upon Termination. In the event of a termination of this Agreement pursuant to this Section, Contractor shall promptly turn over to Owner all portions of the Work, whether completed or not, and Contractor shall promptly cease operations at the Project site. Contractor may exercise such rights as may exist at law or in equity, but Contractor's sole and exclusive remedy shall be to receive from Owner an amount equal to:

(1) such unpaid portion of The Contract Sum as may be properly earned and payable to the effective date of termination; plus

(1) Contractor's Reimbursable Costs, Contractor's Small Tool Fee and Contractor-owned Construction Equipment Costs earned to the effective date of termination, plus such unpaid portion of Contractor's Fee as may be properly earned and payable to the effective date of termination; plus

(2) Reimbursement of all irrevocable contractual obligations in connection with the Work incurred by Contractor prior to the notice of termination; plus

(3) Reimbursement of all contract cancellation charges incurred by Contractor due to termination; plus

(4) Reimbursement of all costs incurred by Contractor associated with vacating the Project site; provided, however, that with respect to subparagraphs (2) through (4) above Contractor shall mitigate to the maximum extent feasible.

Section 47. Termination By Owner.

Owner shall have the right to terminate the Agreement in accordance with the following:

(a) Termination without Cause.

The Agreement may be terminated by Owner at any time without liability for damages and without need to show cause by giving ten (10) days prior written notice to Contractor. Upon termination of the Agreement pursuant to this paragraph (a) Owner shall pay Contractor for Work performed up to the effective date of termination in accordance with subparagraphs (1) through (4) of paragraph (b) of Section 46 above.

(b) Termination with Cause.

If Contractor fails in any respect to perform or observe any provision of the Contract Documents, Owner may give written notice of default. Contractor shall completely cure such default and all consequences proximately resulting therefrom within fifteen (15) days after receipt of such notice of default, or such longer time as may be reasonable under the circumstances when requested promptly by Contractor. If such default and such consequences are not completely cured within said time, Owner may terminate the Agreement. In addition, Owner may terminate the Agreement if Contractor dissolves or terminates its existence; becomes insolvent or unable to pay its debts as they mature; commits any act of bankruptcy; makes an arrangement, composition or assignment for the benefit of creditors; has filed against it or consents to the filing of any petition in bankruptcy for liquidation or reorganization; appoints or consents to the appointment of a receiver for all or a portion of its business; otherwise is the subject of insolvency proceedings of any kind or nature; or is the taxpayer with respect to any tax levy served on Owner under the Internal Revenue Code. Termination of the Agreement pursuant to this paragraph (b) shall occur when Owner's written notice is given to Contractor.

(c) Actions Upon Termination. In the event of a termination of the Agreement pursuant to this Section, Contractor shall promptly turnover to Owner all portions of the Work, whether or not completed, and Contractor shall promptly cease operations at the Project site. In the event of termination of the Agreement pursuant to paragraph (b) of this Section, Owner may take possession of the Project site and of all equipment, materials, supplies, construction equipment, vehicles and other property of Contractor utilized in connection with the Work, and prosecute and complete the Work by whatever means Owner may deem expedient. If the unpaid balance of The Contract Sum as budgeted (**FOR COST PLUS PERCENTAGE FEE G.C. SUBSTITUTE THE FOLLOWING WORDING FOR ABOVE UNDERLINED SECTION 46.b.1.** the amount budgeted) upon such termination date to complete the Work exceeds Owner's costs of completing the Work, Owner shall pay the difference to Contractor; if such costs exceed such unpaid balance, Contractor shall pay the difference to Owner, and Contractor shall be liable to Owner for any damages incurred by Owner as a result of such termination.

Section 48. Waiver.

A waiver by either party of any provision or breach of the Contract Documents must be in a writing signed by the party who is sought to be bound thereby and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provision.

Section 49. Limitation On Transfer.

Neither Contractor nor Owner may assign or otherwise transfer, in whole or in part, the Agreement, or any remedy, right or obligation under any provision of the Contract Documents, without the prior written consent of the other, which consent shall not be unreasonably denied, delayed or withheld; provided, however, that the Agreement may be assigned by Owner without consent of Contractor in connection with a transfer of all or a substantial portion of the facility or business to which the Project relates. Subject to the preceding sentence, the Agreement shall inure to the benefit of Contractor and Owner and be binding upon their respective successors and assigns.

Section 50. Governing Law.

The Contract Documents shall be governed, interpreted and enforced under and in accordance with the laws of the State in which the Project site is located. If any part or provision of the Contract Documents is held by a court of competent jurisdiction to be illegal, unenforceable, against public policy or otherwise in conflict with any law or regulation, the validity of the remaining portions and provisions of the Contract Documents shall not be affected, with interpretation and enforcement to occur as if such part or provision were never written.

Section 51. No Third Party Beneficiary.

Nothing contained in the Contract Documents, whether express or implied, is intended to confer any right or remedy other than to the parties hereto and their respective successors and assigns, and no action may be brought against any party hereto by any third party claiming as a third party beneficiary to the Agreement or the transactions contemplated thereby. Nothing in the Contract Documents is intended to relieve or discharge any obligation or liability of any third party to any party to the Agreement, and nothing in the Contract Documents is intended to give any third party any right of subrogation or action over.

Section 52. Publicity.

Contractor shall neither advertise nor publicize, whether orally or in writing, the Project without prior written permission of Owner.

Section 53. Survival Of Provisions.

All representations, guarantees, obligations upon termination and obligations concerning confidentiality, indemnification, liens and document retention shall survive termination of the Agreement or Final Completion and shall continue in full force and effect.

Section 54. Time Computation.

Wherever in the Contract Documents reference is made to a time period measured in days, the time period shall commence the next calendar day following and shall end the indicated number of calendar days thereafter, unless a Saturday, Sunday or federal holiday, in which event the next calendar day following thereafter which is not a Saturday, Sunday or federal holiday shall be the end of the time period.

Section 55. Rights And Remedies Not Exclusive.

Except as otherwise expressly provided, the duties and obligations imposed by the Contract Documents and the rights and remedies provided to Contractor and Owner thereunder shall not be deemed exclusive, but the same shall be cumulative with and supplement any and all other duties, obligations, rights and remedies otherwise imposed or available at law or in equity.

Section 56. Reimbursable Costs. Contractor Time & Material Reimbursement

The term "Reimbursable Costs" consists of the following costs when reasonably incurred by Contractor in its performance of the work which is priced under **Attachment #4 "Contractor Mark-up Provisions for Time & Material Work."** The contractor shall complete and sign Attachment #4 of this document indicating that he/she has received and sections 56, 57, 58 & 59 and will submit invoices as per this agreement.

(a) Equipment, Materials, Supplies and Utilities.

Contractor shall be reimbursed for the invoiced amount, less available discounts available, for all equipment (other than construction equipment and vehicles as provided in paragraph (c) of this Section), materials, supplies (other than small tools and expendables as provided in Section 58 below) and utilities actually purchased by Contractor for incorporation into the work or for temporary use at the Project site in connection with the work. Such equipment, materials, supplies and utilities shall be purchased on a competitive-bid or negotiated-price basis, in accordance with procurement procedures to be established, and at prices not exceeding those generally prevailing in the locality of the Project site.

(b) Field Craft Labor.

Contractor shall be reimbursed for its actual payroll costs for all field craft labor who are required for the proper, expeditious and efficient prosecution of the work. Such actual payroll costs shall consist of:

- (1) Actual wages and salaries paid, pro rated when necessary, for such time as such persons are actually engaged in performance of the work.
- (2) With respect to such actual wages and salaries, fringe benefits, payroll insurance and payroll taxes, all according to payroll classification, actually paid on account of such persons in connection with the work.
- (3) Shift differentials and premiums approved by Owner and paid to such persons in connection with the work.

(c) Construction Equipment and Vehicles.

Contractor shall be reimbursed for that portion properly allocable to the work for all construction equipment and vehicles actually used in performance of the work for the period of time with respect to each such item that is on the Project site at the specific direction of Owner's Representative until it is no longer required or Owner's Representative directs that it be removed. The rental charges for construction equipment and vehicles owned by Contractor shall be mutually agreed upon by Contractor and Owner, based upon competitive rates in the locality of the Project site for comparable equipment and vehicles, and shall be charged on a daily, weekly or monthly basis (or pro rata portion thereof) as appropriate. All third-party-owned construction equipment and vehicles shall be invoiced to Owner at the amount invoiced to Contractor less available discounts, and the rates for such third-party rentals shall be subject to Owner's prior approval.

In no event shall rental charges for Contractor-owned construction equipment and vehicles exceed eighty-five percent of the published rates based on the compilation of the Nationally Averaged Rental Rates, most recent edition of the Associated Equipment Distributors, and in no event shall the total rental on any construction equipment or vehicle exceed its fair market value at the time it is first utilized on the Project site.

(d) Miscellaneous.

To the extent authorized by Owner's Representative prior to being incurred, Contractor may be reimbursed for other costs directly related to its performance of work.

Reimbursable Costs cover only those costs specifically enumerated in paragraphs (a) through (c) of this Section and shall not cover any other cost or expense incurred by Contractor.

No cost which otherwise would be reimbursable or payable to Contractor under this Section shall be reimbursed or paid by Owner if such cost was caused or necessitated by Contractor's default under the Contract Documents or by Contractor's failure to diligently and expeditiously, efficiently and properly prosecute the *work*.

Section 57. Subcontract Costs.

The term "Subcontract Costs" consists of the actual costs incurred by Contractor under its contracts with subcontractors in connection with its performance of the work which is priced under Attachment #4 "Contractor Mark-up Provisions for Time & Material Work."

Section 58. Small Tools, Safety Items and Expendables⁸.

The phrase "small tools, safety items and expendables" includes all items listed in paragraphs (a) and (b) of this Section and the like.

"Small tools and safety items" are those items having a wholesale replacement cost of five hundred dollars \$500 or less, and "expendables" are those items with a normal life expectancy of less than one (1) year, whether or not becoming an integral part of temporary or completed facilities.

(a) Small power and hand tools, normally used in the building and construction trades, which are portable by and can be operated in the hands of one man.

These include, among others: adzes, axes, bars (bucking up, crow, pinch, wrecking), braces, brands, beading tools, calipers, carriers (timber), carts (oxygen, acetylene), chisels, caulking irons, drives, dollies, electricians' come along, edgers (concrete), extractors, expanders (tube), flatters, fullers, flaring tools, forks, hammers, hatchets, hooks, hardies, hickies, hoists (hand), hoes, horses (masons', carpenters'), indicators (speed), ladders, levels, mattocks, mauls, movers (car), nippers, punches, peavies, picks, pliers, planers (hand), plows (carpenters'), pumps (small hand), plungers (riveting), rakes, ratchets, regulators (oxygen, acetylene), screw drivers, shovels, sledges, spaces, snips, stocks (for stocks and dies but not including dies), stamps (steel), swages, spanners, squares, scoops, swedges, sets (pipe), sockets, tampers, tapes (steel), tongs, torches, trowels, trucks (hand), track gauges, vises, wedges, wrenches, wheelbarrows; respirators, saws (hand), hacksaws (frame only), cross-cut saws; and electric drills up to 1", electric grinders, caulking and chipping guns, lifting jacks (hydraulic ratchet, screw, etc.), pneumatic wood borers, electric hand saws, electric hand sanders, riveting hammers, hydraulic pipe benders, structural steel erection tools, air tools of all descriptions including air vibrators, hoists and pumps, electric vibrators, concrete finishing tools, and services to tools from fixed service lines such as air hoses and connections.

Safety Items are safety items normally used in the building and construction trades, which are portable by and can be operated in the hands of one man. Examples are hard hats, escape respirators, fall protection harnesses and retrieval devices, barriers etc.

(b) Expendable small tools and supplies include, among others: augers, belts (climbers', etc.), blades (hacksaw, etc.), brushes, butts (welding, etc.), blocks (all kinds), chucks (all kinds), clamps (all kinds), crayons, cables, cotter pins, detonators, dies (all kinds), drills (twist, etc.), files, flints, goggles, grips (cable, wire, etc.), handles for hammers, saws, sledges and all other handled tools, helmets (welding, etc.), hoses (water, air, etc.), jaws (all kinds), kettles (tar), lanterns, ladles, lighters (spark, oil, jack, etc.), nuts (all kinds), points (maul, bull, etc.), pots, rods (all kinds), reamers, ropes, rasps, shields (face), scrapers (razor), sleeves (drill), steel (drill, jackhammer, etc.), shackles, straps (climbers', etc.), signs, screws, taps, tips (all kinds), tapes (fish), tarpaulins, turnbuckles and wheels (cutter, grinding, etc.)

Section 59. Rental Charges⁸.

Rental charges are Reimbursable Costs under paragraph (c) of Section 56 above when not covered by Section 58 above.

Contractor shall submit for Owner's approval a schedule of proposed rental charges, such charges to be competitive in the locality of the Project site.

Vehicles engaged in Contractor's performance of the Work, whether owned or rented, shall be utilized solely to prosecute the Work and shall not be charged for personal use, such as commuting to and from the Project site.

Construction equipment and vehicles shall be in sound and workable condition when brought onto the Project site. If in the opinion of Owner's Representative any item of construction equipment or any vehicles is not in such condition, Contractor shall promptly place it in such condition at its sole cost or at the sole cost of the party from whom such item is rented, and rental charges with respect thereto shall not be deemed Reimbursable Costs until such time as such item is in such sound and workable condition.

Rental charges or other compensation for time required for repairs and costs of repairs shall be deemed Reimbursable Costs only if such repairs arise out of operations or conditions at the Project site and are not caused by Contractor's negligence.

ATTACHMENT 1**PRE-CONSTRUCTION MEETING ON SAFETY AND PROJECT PROCEDURES
AND SIGNATURE PAGE**

Project Title: _____

Contractors: _____

Job No.: _____

Meeting Date: _____

Meeting Notes Prepared by: _____

This Pre-construction meeting was attended by the following:**Contractor****Owner**_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title_____
Name Title

Attachment No. 1 (cont.)

AGENDA FOR PRE-CONSTRUCTION MEETING

The owner is interested in promoting a safe, accident free work environment for their employees and contractor personnel. The total responsibility for contractor-employee safety and the safety of all sub contractors employees rests with the general contractor. The owner, however, will work with the individual contractor to promote these ends.

- 1) **Safety Regulations:** Applicable safety rules - During the performance of the work, the contractor will abide by all Federal, State, and Local Regulations.
- 2) **Safety Meetings:** The following safety meeting are strongly recommended.
 - a. Weekly "Tool Box" Safety Meetings. Documentation of these meetings, in writing, will assure all safety concerns are communicated to all employees.
 - b. Monthly Contractor Safety Meetings - All Contractors, Contractors Subs, and the Plant Safety Supervisor will participate. The purpose of these meetings is to interface safety concerns and needs that cross contractors or fall outside a contractors total control.
- 3) **Accident Reports:** The owner requires copies of all accident reports; Dr. cases and LTA's. Owner will be provided copies of all accident reports. Contractors will notify Owner Representative or Project Engineering Personnel, promptly, of any LTA's to allow, if elected, the owner mayconduct an accident investigation. This investigation will not take place of the individual contractor's investigation.
- 4) **Sub Contractors:** Each general contractor is liable for the safety of all sub contractors.
- 5) **Safety Handbook.**
- 6) **Confined Space Entry Procedures:**

Attachment No. 1 (cont.)**7) Tag-Out-Lock-Out Procedures:****8) Toxic Chemicals:**

- 9) **Clothing:** Hard Hats are required by all contractors at all times. Eye Glass-Eye Protection is mandatory where the environment or work activity dictates its needs 10) **First-Aid:** The company (FJ) first aid facilities are not normally available to contractor employees. The contractor will provide the necessary first aid equipment dictated by the contractor needs.

10) Ambulance Service:

- 11) **Owner's Equipment:** The use of owner's equipment is frowned upon and is to be minimized. However, recognizing that the certain cases the use of owner's equipment is necessary, the contractor superintendent will always request permission. All contractors will be required to inspect the equipment and insure it is in a good, safe, operating condition before use.

12) Burning/Welding Permits**13) Exposure to Height****14) Traffic:**

- 15) **Contract Change:** Any change to the contract scope (increase, credit, or no cost change of scope) requires a change order. All change orders will be approved before additional work is started. Any additional work completed without a change order will **not** be paid.

- 16) **Drugs & Alcohol:** Any contractor's personnel found using illegal drugs or alcohol when working on site **will** cause termination of the construction contract. Empty alcohol bottles or cans found in the mill will cause contract termination for the owner of the empties.

17) Contract Questions

Contractors' questions effecting their work should be directed to the following (primarily in this order)

- A. Construction Supt. or inspector,
- B. Owner
- C. Project Engineer

ATTACHMENT 2**MINIMUM LIMITS OF LIABILITY INSURANCE & SIGNATURE PAGE**

The Contractor and Subcontractor shall maintain the following types of insurance in amounts at least equal to the following:

- (I) Statutory Workers' Compensation with an Employers Liability limit of **\$1,000,000** each line of coverage.
- (II) Comprehensive General Liability including Contractual Liability, Contractor's Protective and Completed Operations. Bodily injury and property damage combined: Single limit of **\$1,000,000**.
- (III) **Automobile** Liability Bodily injury and property damage combined: Single limit of **\$1,000,000**.

NOTE: A combination Umbrella Liability plus I, II, or III above to or equal **\$1,000,000** can, in some cases, suffice.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE INSTRUCTIONS

FIRM NAME:

FIRM REPRESENTATIVE:

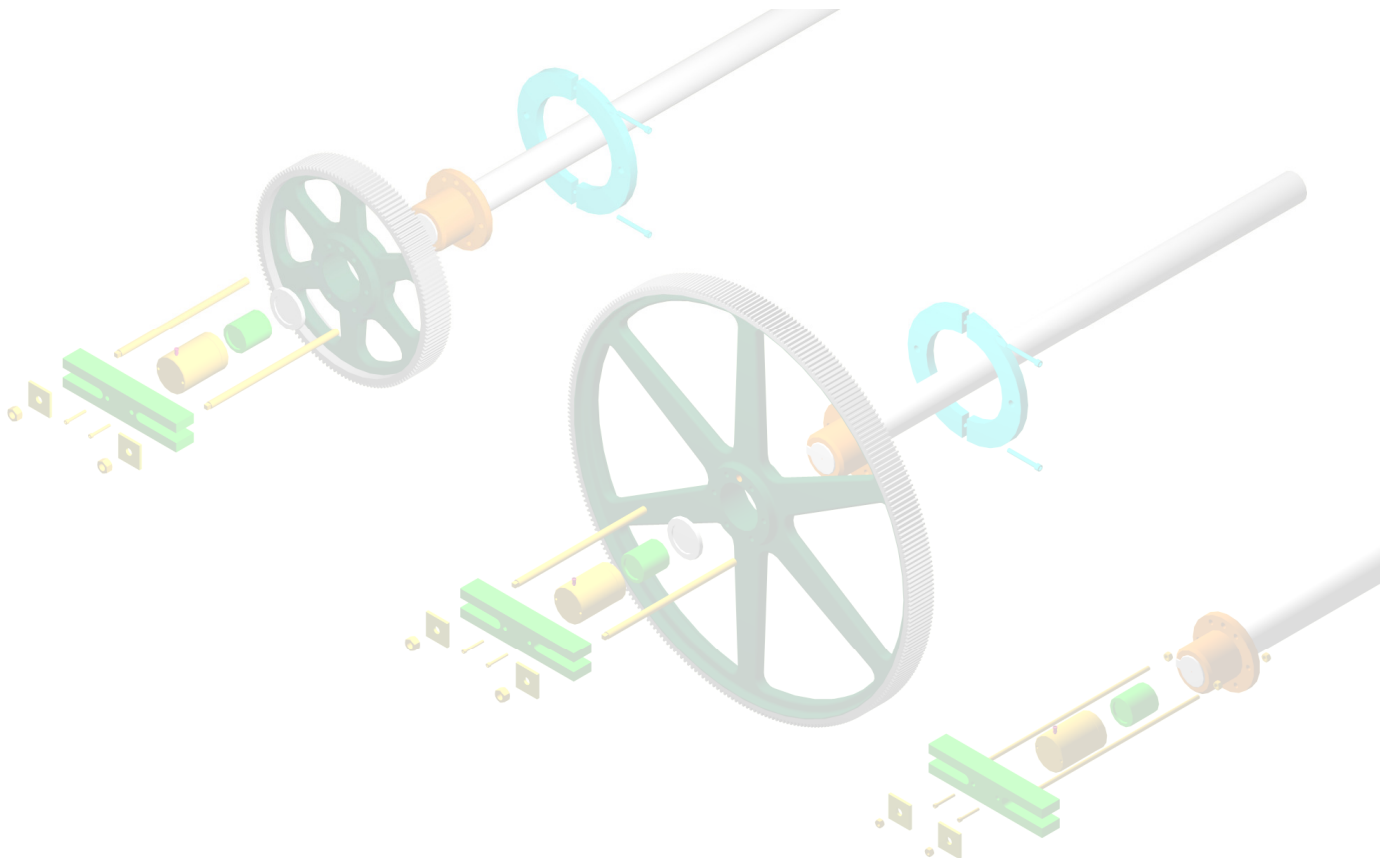
DATE:

I hereby acknowledge that I have received a copy of the Contractor's and Subcontractor's Insurance instructions. I have read these instructions and I will follow them.

Contractors Representative

Owner's Representative

FORESIGHT ENGINEERING P.C.
10 Fleming Street
Lincoln, ME 04457 (207) 794-2775



ATTACHMENT 3

RG Protector® Series

Protector® Series Standby Generators Liquid-Cooled Gaseous Engine

1 of 11

STANDARD FEATURES

- Power Zone® 410 controller
- Cellular Connectivity with Wi-Fi® backup for Mobile Link and Fleet¹
- Quiet Operation
- Corrosion Resistant Aluminum Enclosure
- 5 Year/2,000 Hour Limited Warranty
- High Motor-Starting & Surge Capacity
- <5% Total Harmonic Distortion Power Quality
- Model-Specific Fuel - Propane or Natural Gas
- EPA Emissions Certified
- CA & MA Emissions Compliant
- UL 2200 Listed

1 - Cellular service for the US, Canada, and other supported countries using the Generac Generator Connectivity Accessory, Cellular (GGCAC). Cellular is the primary mode for connectivity with Wi-Fi as a secondary mode when a cellular connection is not possible.

OPTIONAL FIELD-INSTALLABLE FEATURES

Available as field-installable kits

- Push Button Emergency Stop
- NFPA 110 System Control & Remote Annunciation
- Cold Weather Operation Heaters

STANDBY POWER RATING

Model RG13090 - 130 kW, 60 Hz, Emergency Standby Generator
Model RG15090 - 150 kW, 60 Hz, Emergency Standby Generator



Product may vary from above image.



EPA Emissions Certified, CA & M Emissions Compliant

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **MOBILE LINK® CONNECTIVITY:** Standard with the Generac Liquid-Cooled RG Protector Series home standby-commercial generators, Mobile Link Cellular connectivity with Wi-Fi backup allows users to monitor generator status from anywhere in the world using a smart phone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account to an authorized service provider for proactive service. With Mobile Link, users are taken care of before the next power outage.
- **TRUE POWER™ ELECTRICAL TECHNOLOGY:** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC systems.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION:** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive service network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES:** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is the GENERAC product line is offered with its own transfer systems and controls for total system compatibility.

GENERATOR SPECIFICATIONS

GENERATOR OUTPUT

PROPANE

Voltage	RG13090		RG15090	
	Power (kW)	Current (A)	Power (kW)	Current (A)
120/240 V 1-Phase	130	542	134	558
208/120 V 3-Phase	130	451	140	486
240/120 V 3-Phase	130	391	140	421
480/277 V 3-Phase	130	195	140	210

NATURAL GAS

Voltage	RG13090		RG15090	
	Power (kW)	Current (A)	Power (kW)	Current (A)
120/240 V 1-Phase	130	542	144	600
208/120 V 3-Phase	130	451	150	520
240/120 V 3-Phase	130	391	150	451
480/277 V 3-Phase	130	195	150	226

Emergency Standby Power (ESP) Rating: Standby ratings apply to installations served by a reliable utility source. The ESP rating is applicable to varying loads for the duration of a power outage. The average power output over 24 hours shall not exceed 70% of the ESP rating.

VOLTAGE REGULATION

Type	Digital
Sensing	1-Phase
Regulation	±1%

ALTERNATOR SYSTEM

		RG13090	RG15090
Circuit Breaker (CB) Size (A)	120/240 V 1-Phase	600	700
	208/120 V 3-Phase	500	600
	240/120 V 3-Phase	400	500
	480/277 V 3-Phase	225	250
Alternator Type		Synchronous	Synchronous
Stator Insulation Class		H	H
Stator Insulation Class		H	H
Telephone Interference Factor (TIF)		<50	<50
Bearings		Sealed Ball	Sealed Ball
Coupling		Flexible Disc	Flexible Disc
Excitation System		Synchronous Brushless	Synchronous Brushless
Total Harmonic Distortion		<5%	<5%

SURGE CAPACITY

Surge Amps at <0.4 Power Factor	RG13090	RG15090
	30% Voltage Dip (A)	30% Voltage Dip (A)
120/240 V 1-Phase	900	900
208/120 V 3-Phase	816	816
240/120 V 3-Phase	707	707
480/277 V 3-Phase	351	351

GENERATOR SPECIFICATIONS

ENGINE SYSTEM

		RG13090	RG15090
Make		Generac	
Model		9 L, V-type 8-Cylinder, Turbocharged & Aftercooled	
Compression Ratio		9.1:1	
Lifter Type		Hydraulic	
Oil Pump Type		Gear	
Oil Filter Type		Full Flow Spin-on Cartridge	
Crankcase Capacity (qt (L))		10.5 (9.9)	
Temperature Derate	LPV Fuel	3.3% per 10 °F above 77 °F (3% per 5 °C above 25 °C)	22% per 10 °F above 77 °F (19.8% per 5 °C above 25 °C)
	NG Fuel		16% per 10 °F above 77 °F (14.4% per 5 °C above 25 °C)
Altitude Derate		3% per 1,000 ft above 600 ft (1% per 100 m above 183 m)	2.1% per 1,000 ft above 600 ft (0.7% per 100 m above 183 m)
Exercise Speed (rpm)		1,500	
Operating Speed (rpm)		1,800	

GOVERNOR

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	±0.25%

COOLING SYSTEM

Coolant	50/50 (50% Ethylene Glycol)
Coolant System Capacity (US gal (L))	6.3 (24)
Water Pump Type	Belt Driven
Fan Type	Belt Driven
Fan Quantity	1
Exhaust Flow at Rated Output (CFM (m ³ /min))	1,200 (34.0)
Maximum Ambient Air Temperature (°F (°C))	122 (50)

GENERATOR SPECIFICATIONS

FUEL SYSTEM

Usable Fuels	Liquid Propane (LP) Vapor or Natural Gas (NG)
Fuel Type Configuration	Model-Specific, Not Selectable
LP Vapor Pressure (in H ₂ O (kPa))	7-11 (1.74-2.74)
NG Pressure (in H ₂ O (kPa))	7-11 (1.74-2.74)
Fuel Shutoff Solenoid	Standard

FUEL CONSUMPTION

LIQUID PROPANE

Rated Load	RG13090		RG15090	
	(US gph)	(L/h)	(US gph)	(L/h)
25%	4.7	17.9	5.1	19.4
50%	7.6	28.9	8.4	31.8
75%	10.6	40.0	11.9	44.9
100%	13.5	51.1	15.3	58.1

Propane - 91,452 BTU/US gal (25.5 MJ/L); 36 ft³/US gal (0.27 m³/L); 2,516 BTU/ft³ (93.7 MJ/m³); 4.24 lb/US gal (0.508 kg/L).

NATURAL GAS

Rated Load	RG13090		RG15090	
	(CFH)	(m ³ /h)	(CFH)	(m ³ /h)
25%	509	14.4	562	15.9
50%	858	24.3	964	27.3
75%	1,204	34.1	1,353	38.3
100%	1,554	44.0	1,769	50.1

Natural Gas - 1,036 BTU/ft³ (37.3 MJ/m³).

See Emissions Data Sheets for maximum fuel flow for EPA and SCAQMD permitting purposes.

ELECTRICAL SYSTEM

System Voltage (V)	12
Charge Alternator (A)	40
Battery Charger (A)	5
Recommended Battery (included)	Group 31, 925 CCA Minimum

ENCLOSURE

	RG13090	RG15090
Sound Level at Exercise Speed (dB(A)) @23 ft (7 m) ²	68	71
Sound Level at Operating Speed & No Load (dB(A) @23 ft (7 m)) ²	72	77
Color	Bisque	

2 - Lowest sound level measurement of eight locations around the generator. Sound levels at other locations may vary depending on the installation.

POWER ZONE 410 CONTROLLER

Standard Features:

- 128 x 64 Graphical Display with Heater
 - Multilingual
 - English
 - French
 - Spanish
 - Portuguese
 - 3-Phase Sensing Digital Voltage Regulator
 - Full Range Standby Operation
 - Full System Status
 - 3-Phase AC Voltage
 - 3-Phase Current
 - Power
 - Power Factor
 - Oil Pressure
 - Engine Coolant Temperature
 - Oil Temperature (check for oil temp sensor)
 - Fuel Pressure
 - Engine Speed
 - Battery Voltage
 - Output Frequency
 - Time
 - Date
 - Load On Line Power and Gen Power
 - Hourmeter
 - Service Reminders
 - Fault History (Alarm Log)
 - Remote Communications
 - Programmable Auto Crank
 - Emergency Stop
 - Not in Auto Flashing Light
 - Selectable Low Speed Exercise
 - NFPA 110 System Control Capable
 - 5A Integrated Battery Charger
- Standard Protections:**
- Low Oil Pressure
 - Low Coolant Level
 - High/Low Coolant Temperature
 - Oil Temperature
 - Over/Under Speed
 - Over/Under Voltage
 - Over/Under Frequency
 - Over/Under Current

- Overload
- Battery Voltage
- Battery Charger Current
- Phase-to-Phase and Phase-to-Neutral Short Circuits (I²T Algorithm)
- Ground Fault

Display:

- Easy Menu Structure
- Multilingual (English, Spanish, French, and Portuguese)
- On Screen Editable Parameters
- Key Function Monitoring
 - 3-Phase Voltage, Amperage, Power, Apparent Power, Reactive Power
 - Selectable Average or Line-to-Neutral Voltage Measurements
 - Frequency
 - Engine Speed
 - Engine Coolant Temperature
 - Oil Pressure
 - Battery Voltage
 - Warning and Alarm Indication
 - Diagnostics
 - Maintenance Events/Information
 - Hourmeter

Control Panel:

- AUTO/OFF/MANUAL
 - Operation Through Onboard Buttons or Optional Key Switch
 - Indication Through Display Screen and LEDs
- Audible Alarm and Silence
- Auxiliary Shutdown Rocker Switch (on controller)
- Not-in-Auto Indication

Voltage Regulation:

- Digital Control
- 3-Phase Sensing
- Variable V/F Slope Settings
- Negative Power Limit
- Loss of Sensing Protection
- Fault Protection (I²T Function)
- High Voltage Limit
- Low Voltage Limit
- Maximum Power Limit

Governor Functionality:

- Speed Control through ECM Integration

Communications Ports:

- 1 CANbus Port
- 1 USB Port (for Configuration Transfer and Firmware Upgrades)
- 1 RS-485 Modbus Master Port (for External RAP/RRP/External I/O Modules)
- 1 RS-485 Modbus Slave Port (for other uses, e.g. Building Management)
- 2 RS-232 Communication Ports (for connectivity device or other uses)

Codes And Standards:

- UL 6200
- CE
- NFPA 110

AVAILABLE ACCESSORIES

PRODUCT	PART NUMBER	DESCRIPTION
Control System Kits		
Generac Generator Connectivity Accessory Cellular (GGCAC)	G0072150	The GGCAC provides a reliable cellular connection with Wi-Fi backup for the generator. Monitoring of the generator is possible for the owner using Mobile Link and for the service technician using Fleet. Generator owners will have peace-of-mind knowing the generator status at any time and be able to get support when needed. RG13090 and RG15090 generators which do not already have the GGCAC <u>require</u> the A0005792571 Wire Harness to install it in. NEW RG13090 and RG15090 generators INCLUDE the GGCAC as standard.
RG13090–RG15090 GGCAC Wire Harness	A0005792571	Wire harness <u>required</u> to connect the G0072150 Generac Generator Connectivity Accessory Cellular to the Power Zone 410 controller in the RG13090 and RG15090. NEW RG13090 and RG15090 generators INCLUDE the GGCAC as standard.
Enclosure Mounted Emergency Stop Kit	G0065100	Emergency stop consists of a red push button switch. It mounts to the exterior of the generator enclosure replacing the Generator Emergency Shutdown rocker switch in the same location.
Remote Emergency Stop Kit, Surface Mount	G0099250	Emergency stop consists of a red push button switch with twist release. The emergency stop switch has an aluminum enclosure which can be mounted extending out from a surface. It mounts remote from generator such as near an electrical panel.
Remote Emergency Stop Kit, Flush Mount	G0099260	Emergency stop consists of a red push button switch with twist release. The emergency stop switch has an aluminum enclosure which can be mounted flush. It mounts remote from generator such as near an electrical panel.
Remote Emergency Stop Kit, Break Glass	G0099270	Emergency stop consists of a spring-loaded switch behind breakable glass. The glass can be broken with the tethered hammer. The switch has an aluminum enclosure which can be mounted remote from the generator such as near an electrical panel.
Generac Load Manager, 50 A	G0070001	50 A Load Manager helps optimize the performance of the standby generator by managing large electrical loads upon startup and shed them to aid in recovery when overloaded.
Generac Load Manager, 100 A	G0070061	100 A Load Manager helps optimize the performance of the standby generator by managing large electrical loads upon startup and shed them to aid in recovery when overloaded.
Generac LTE Propane Tank Fuel Level Monitor	G0070090	The Propane Tank Fuel Level Monitor connects to 4G LTE cellular service to measure and report the amount of LP fuel remaining in the tank. The app alerts the user of both remaining LP fuel levels and usage reports, offering the ultimate peace of mind.
400 A 3-Pole Circuit Breaker (CB) Kit	G0098850	400 A Circuit Breaker Kit designed for 3-phase models built with a factory installed circuit breaker greater than 400 A.
Power Zone Kits		
NFPA 110 Controller Kit	G0080470	Includes controller module with Key Switch, Alarm Horn, and Emergency Stop Switch which connects to the Power Zone 410 controller; 10 A battery charger; and wire harness. The G0098511, G0098521, or G0098531 panel and a capable transfer switch are required to be considered for NFPA 110 system control and remote annunciation.
Remote Annunciator Panel with 8 Relays	G0098511	Remote annunciator panel with relays. The panel mounts in the structure which is connected to the backup generator.
Remote Relay Panel	G0098521	Remote relay panel without LEDs or keypad. The panel mounts in the structure which is connected to the backup generator.
Remote Annunciator Panel without Relays	G0098531	Remote annunciator panel without relays. The panel mounts in the structure which is connected to the backup generator.
Power Zone 410 I/O Extender Kit	G0098370	The kit expands I/O for the Power Zone 410 controller to provide connections for additional accessories. It connects to the controller with a 3-wire RS-485 interface.
Power Zone Gateway Kit	G0089370	The Gateway provides an Ethernet connection port for the generator for a Building Management System (BMS). The Gateway is NOT intended for or able to be used with Mobile Link or Fleet.

AVAILABLE ACCESSORIES

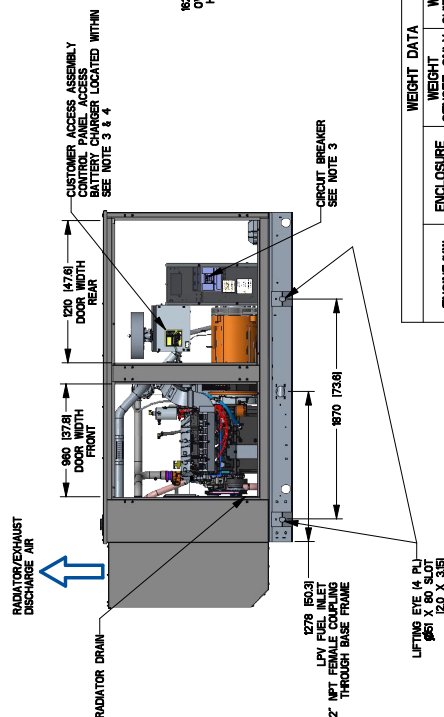
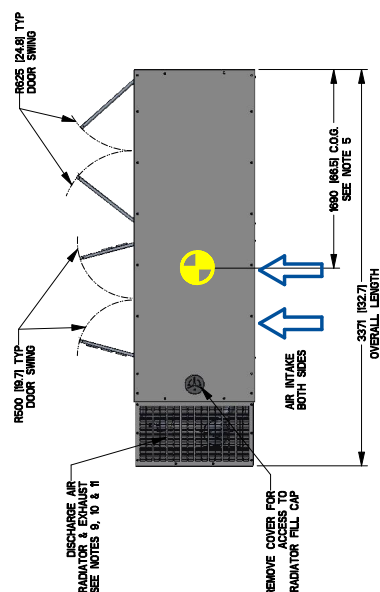
Operating Environment Kits		
Battery Heater Kit	G0098830	Recommended for operating environments where the temperature drops below 32 °F (0 °C). The heater is externally powered by 120 VAC, 60 Hz. Fits RG10090, RG13090, and RG15090 models.
Engine Block Heater Kit	G0098840	Recommended for operating environments where the temperature drops below 0 °F (-18 °C). The heater is externally powered by 120 VAC, 60 Hz. Fits RG10090, RG13090, and RG15090 models.
Installation Kits		
Base Plug Kit	G0056510	Base plugs to fit in the lifting holes of the baseframe to keep debris out.
Maintenance Kits		
8.9 L Gaseous Engine Regular Maintenance Kit	G0098820	Regular maintenance kit includes oil filter, oil funnel, air filter, and spark plugs. Applies to RG10090, RG13090, and RG15090.
Bisque Paint Kit	G0057030	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to correctly maintain or touch-up a generator enclosure.
Transfer Switch Kits		
3-Phase Voltage Sensing Kit for 208/120 & 240/120V RTS Transfer Switch	G0074110	3-Phase Voltage Sensing Kit <u>required</u> for RTS Transfer Switches <u>when used with</u> the Power Zone 410 controller for 'G' 208/120 or 'J' 240/120 V 3-phase voltage; applies to three-phase RG13090 and RG15090 models with 'G' or 'J' voltage.
3-Phase Voltage Sensing Kit for 480/277 V RTS Transfer Switch	G0074120	3-Phase Voltage Sensing Kit <u>required</u> for RTS Transfer Switches <u>when used with</u> the Power Zone 410 controller for 'K' 480/277 V 3-phase voltage; applies to three-phase RG13090 and RG15090 models with 'K' voltage.

Drawing #A0001618959 (1 of 2)

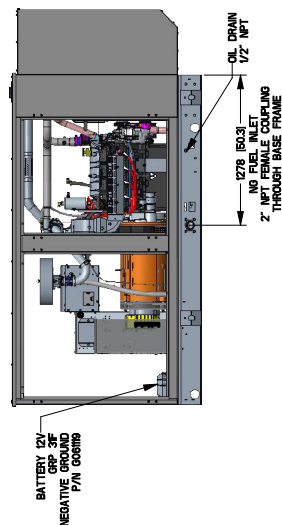
- NOTES
1. MINIMUM RECOMMENDED CONCRETE PAD SIZE (6" LARGER PER SIDE THAN FRAME)
 2. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
 3. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICE WORK. UNIT MUST BE INSTALLED IN CONFORMANCE WITH CANADIAN AND US ASHRAE STANDARDS, AND WITH VENTS TO STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
 4. 3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION
 - a. ACCESS THROUGH CUSTOMER ACCESS ASSEMBLY ON LEFT SIDE OF GENERATOR.
 - b. INSIDE STUB-UP AREA FOR AIR COOLD DUCT CONNECTION, NEUTRAL CONNECTION, BATTERY CHARGER 208 VOLT AC, 15 AMP MAX CONNECTION AND ACCESS TO TRANSFER SWITCH.
 - c. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
 - d. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND AIR FLOW.
 - e. REFRIGERANT COMPRESSOR MANUAL FOR LIFTING WARNINGS.
 - f. MOUNTING BOLT'S OR STUDS TO MOUNTING SURFACE SHALL BE 5/8"X1 GRADE 5
 - g. USE STANDARD SAE TORQUE SPECS
 - h. GENERATOR MUST BE MOUNTED ON A MINIMUM 4" AIR DISCHARGE AIR SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
 - i. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
 - j. THROUGH DOORS TO FAN BELT ACCESS EXHAUST INLETTER. ACCESS AVAILABLE

SERVICE ITEM	OIL
OIL FILL CAP	ETHER SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	LEFT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	RIGHT SIDE
COOLANT RECOVERY BOTTLE	RIGHT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	ETHER SIDE
SPARK PLUGS	ETHER SIDE
MUFFLER	SEE NOTE 11
FAN BELT	ETHER SIDE
BATTERY	RIGHT SIDE

REFERENCE OWNERS MANUAL
FOR PERIODIC REPLACEMENT
PART LISTINGS.

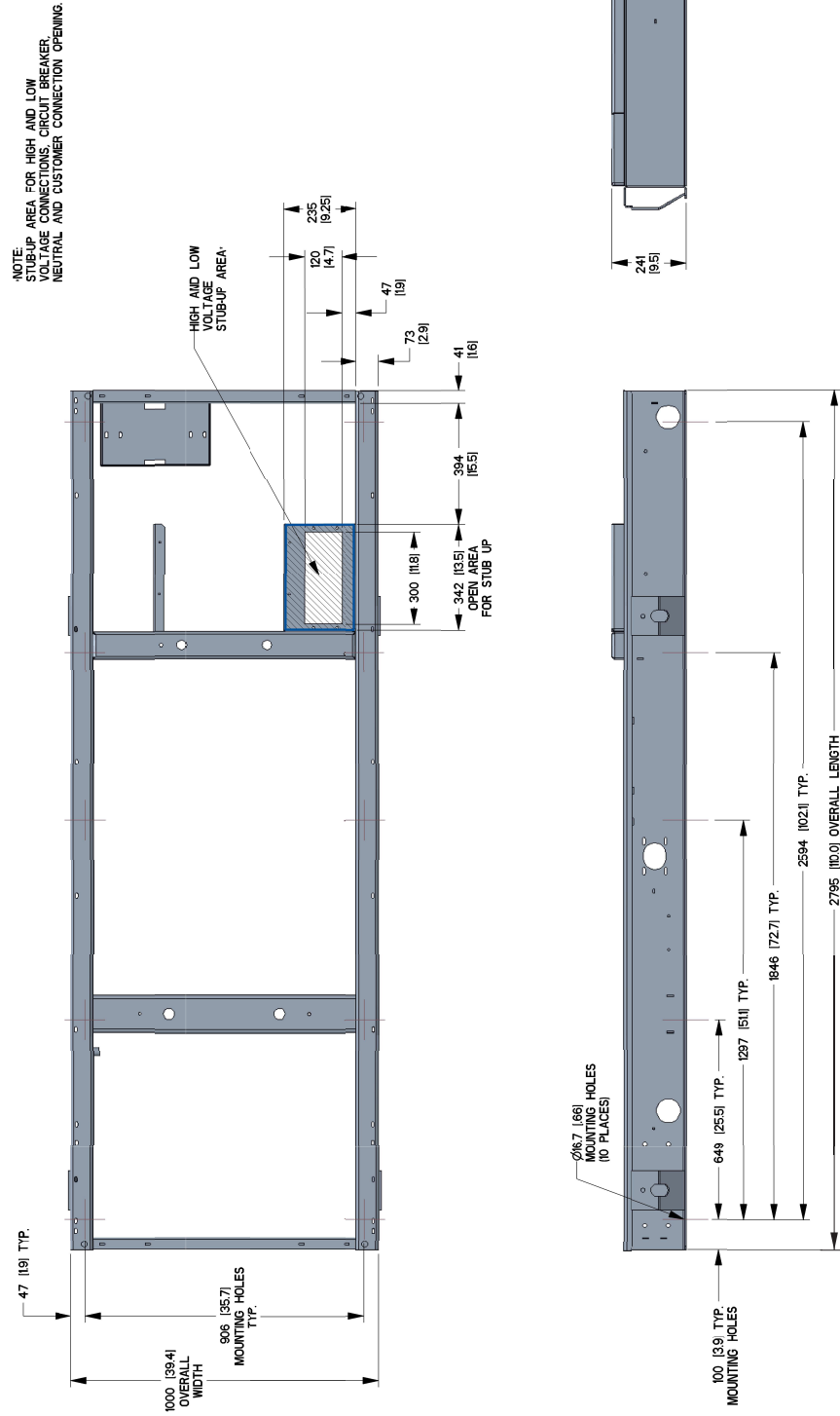


WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG [LBS]	WEIGHT SHIPPING SKID KG [LBS]	SHIPPING WEIGHT KG [LBS]
0.01 (2000W)	AL	1265 (2800)	90 (1975)	1445 (3185)



DIMENSIONS: MM [INCH]

Drawing #A0001618959 (2 of 2)



INSTALLATION LAYOUT

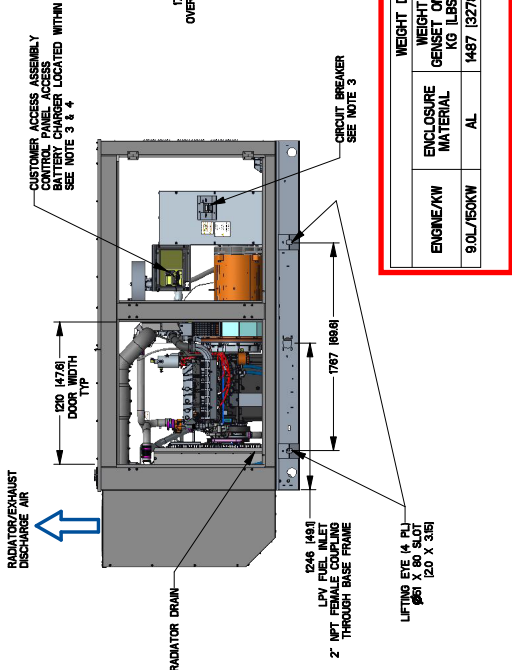
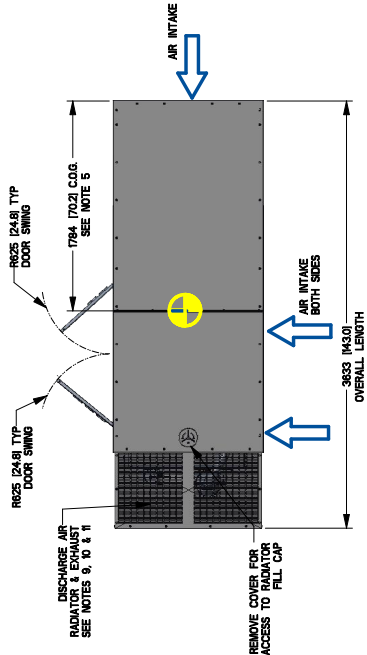
150 KW

Drawing #A0001618957 (1 of 2)

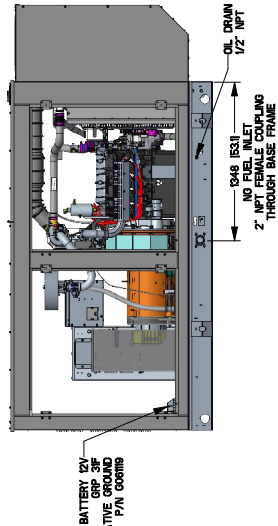
- NOTES:
1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 6" LARGER PER SIDE THAN FRAME
 2. 150 KW (162" WIDE 3265" LONG)
 3. REFER TO INSTALLATION GUIDE SPECIFICATIONS WITH UNIT FOR CONCRETE PAD GUIDELINES
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SERVICE ITEM	9.0L
OIL FILL CAP	RIGHT SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	RIGHT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	RIGHT SIDE
COOLANT RECOVERY BOTTLE	RIGHT SIDE
RADIATOR FILL CAP	RIGHT SIDE
AIR CLEANER ELEMENT	RIGHT SIDE
SPARK PLUGS	RIGHT SIDE
MUFFLER	RIGHT SIDE
FAN BELT	RIGHT SIDE
BATTERY	RIGHT SIDE

REFER TO OWNERS MANUAL
FOR PERIODIC REPLACEMENT
PART LISTINGS.



ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG (LBS)	WEIGHT SHIPPING SKID KG (LBS)	WEIGHT SHIPPING WEIGHT KG (LBS)
9.0L/150KW	AL	1487 (3278)	131 (289)	1618 (3560)



DIMENSIONS: MM INCH

INSTALLATION LAYOUT

Drawing #A0001618957 (2 of 2)

