

CITY SUPPLEMENTARY GENERAL CONDITIONS

1. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS:

- a) Owner and Contractor shall sign Contract Documents.
- b) Engineer shall identify General Conditions, drawings, and/or specifications, in case Owner and Contractor fail to sign.
- c) Owner's record copy shall govern in case of dispute.
- d) In case of any discrepancy or conflict between the Agreement of which these Specifications are attached and these General Conditions, the former supersedes the latter.
- e) The Contract Documents apply to all branches of work with equal force, whether the works are done under one entire, or under separate contracts.

2. NOTICES:

- a) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

3. ASSIGNMENT:

- a) Neither party shall assign the Contract or any monies to become due thereunder without the prior written consent of the other.

4. DETAIL DRAWINGS AND INSTRUCTIONS:

- a) Engineer shall furnish additional instructions, by means of drawings or otherwise, necessary for proper execution of work if necessary.
- b) Such drawings and instructions shall be consistent with Contract Documents, true development thereof, and reasonably inferable therefrom.
- c) Contractor shall do no work without proper drawings and instructions.

5. SHOP DRAWINGS AND CERTIFICATES:

- a) Contractor's Responsibility

(1) Keep record of drawing numbers, date of receipt.

(2) Return inaccurate drawings to Submitter for corrections.

(3) Finally approved shop drawings stamped "This Print is Approved" on all work shall be on the job at all times.

(4) Any work executed before distribution of finally approved drawing shall be at risk of Contractor concerned.

6. DRAWINGS AND SPECIFICATIONS ON JOB SITE:

- a) One complete set of drawings shall be used for the sole purpose of making accurate record of changes made during construction of the work. Deliver this "As-Built" set to City's Representative before requesting final payment.

7. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS:

- a) All drawings, specifications and copies thereof furnished by the Engineer are City property. They are not to be used on other work and, with the exception of the signed Contract set are to be returned to the City on request, at the completion of the work.

8. MATERIALS:

- a) Substitution of materials and/or equipment for those specified will not be permitted unless Contractor has offered such substitutions with his proposal (see Instructions to Bidders) and the substitution has been accepted by the Owner prior to execution of the Contract.
- b) When several materials are specified by name for one use, the Contractor may select any of those specified. Materials specified by manufacturer's trade name shall comply with the manufacturer's printed specifications and data.
- c) Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of first quality.

9. MANUFACTURER'S DIRECTIONS:

- a) All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned, in accordance with the manufacturer's directions and recommendations.

10. TOOLS, EQUIPMENT:

- a) Contractor shall provide all materials, labor, tools, appliances, scaffolding, ladders, sheeting, bracing, etc., necessary for the proper execution of the various portions of the work.

11. CONTRACTOR'S EMPLOYEES:

- a) Skilled Labor - All skilled labor shall be performed by the workmen in a thorough workmanlike manner, in conformity with the drawings and specifications. Contractor shall remove any persons, including subcontractors, from the work, to whom the City's Representative may object, and not allow them to return without City's Representative consent, and not employ any person not skilled in the work assigned to him.

12. CONTRACTOR'S SUPERVISION:

- a) The Contractor shall keep a competent Superintendent and necessary assistants, acceptable to the City's Representative, in charge during the progress of the work. The Superintendent shall not be changed except with the consent or at the insistence of the City's Representative. The Superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. On written request, such directions shall be confirmed in writing to the Contractor.

13. ROYALTIES AND PATENTS:

- a) The Contractor agrees to indemnify and save the City, its employees, servants and agents, harmless against any and all claims for infringement of patent rights or payments of royalties in respect to tools, appliances, equipment, processes, or systems of construction and materials made, furnished or used under this Contract and to pay all royalties and litigation costs arising therefrom.
- b) The Contractor further agrees to defend at his own expense any and all suits at law or in equity which may be brought against the City, its employees, servants or agents, for such claims for infringement, provided, however, that the Owner, its employees, servants or agents give the Contractor immediate notice in writing of the institution of such suit and authorizes it to defend same, furnishing it with such reasonable assistance and available information as will enable it to so defend.

14. EXAMINATION OF PREMISES:

- a) The Contractor shall visit the site and familiarize himself with the conditions. Test holes and borings by the Contractor will be permitted providing the area is returned

to as near original conditions as possible. The accompanying drawings show general arrangement of the work. The exact location shall be subject to interference with the conditions existing at the time of construction. It is desired that the indicated positions be followed as closely as possible. The drawings are not to be scaled; take all measurements and determine all elevations at the site. Stone and shale may be encountered in some areas.

15. INSPECTION AND TESTING OF WORK:

- a) At all times the City's Representative shall have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.
- b) If the specifications, the City's Representative's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the City's Representative timely notice of its readiness for inspection, and if the inspection is by another authority other than the City's Representative, of the date fixed for such inspection. Inspections by the City's Representative shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the City's Representative, it must, if required by the City's Representative, be uncovered for examination at the Contractor's expense.
- c) Examination of questioned work may be ordered by the City's Representative and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with Contract Documents, the City shall pay the cost of examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless he shall show that the defect in the work was caused by another Contractor, and in that event the Contractor responsible for the defect shall pay such cost.
- d) Testing of materials may be ordered by the City's Representative and if so ordered, the material must be tested by an approved testing laboratory. If the material is found to be in accordance with the Contract Documents, the Owner shall pay the cost of such tests. If such material be found not in accordance with the Contract Documents, the Contractor shall pay the costs, and replace the defective materials with materials in accordance with the Contract Documents at no additional cost to the Owner.

16. THE ENGINEER'S DECISION:

- a) The Engineer shall, within a reasonable time, make decisions on all claims of the Owner and Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The decision

of the Engineer as to the quality of materials, labor or workmanship, and their order, or rejection of any work shall be final and conclusive, and such decision shall be a condition precedent to any right or legal action by either Owner or Contractor.

17. PROTECTION AND CLEANING OF WORK AND PROPERTY:

- a) Contractor shall at all times keep Owner's premises and the adjoining premises and streets clean of rubbish caused by Contractor's operations and at the completion of the work shall remove all the rubbish from and about the premises and all of his tools, equipment, temporary work, and surplus materials and shall have the work cleaned and ready for use. If the Contractor does not attend to such cleaning immediately upon request, City's Representative may cause such cleaning to be done by others and charge the cost of the same to Contractor.
- b) Damage - Remove and replace all work damaged by failure to provide protection above required with new work at the Contractor's expense.
- c) In an emergency affecting the safety of life or of the project or of adjoining property, Contractor without special instructions or authorization from City's Representative, is hereby permitted to act at his discretion, to prevent such threatened loss or injury and he shall so act, without appeal. Any compensation claimed to be due to him therefore, shall be determined by Agreement or as stated in "Damages" of this Section of the Specifications.

18. RESPONSIBILITY FOR CONNECTING WORK:

- a) Contractor shall familiarize himself with the specifications and drawings of that part of the project, if any, to be constructed by others which is related to the work under this Contract. If any part of the Contractor's work depends for proper execution or result upon the work of any other Contractor, he shall inspect same for any defects which might render it unsuitable for such proper execution and result. Before starting operations and from the time to time as his work progresses, Contractor shall measure or otherwise examine the work installed by others, insofar as it influences his work, to insure proper execution of his work.
- b) If, as called for in this Article, in making the various checks, in taking pertinent measurements, and in making other inspections or examinations of existing conditions or work executed by others, the Contractor should discover faults, defects, errors or discrepancies of any kind which, if not corrected, would prevent proper execution of his own work, he shall immediately notify the City's Representative in writing and shall not proceed with his own work until proper corrections are made.

- c) If the Contractor does proceed with his work without proper investigations, without written notification to the City's Representative of discrepancies, or without corrections having been made, it shall be construed as his acceptance of conditions as suitable for receiving work and he shall be responsible for the correctness of same. If it is found necessary to reconstruct any part of the work because of Contractor's neglect of the terms of this Article, he shall remove and re-build such work without expense to the City.

19. LINES AND MEASUREMENTS:

- a) The Contractor shall verify all grades, lines, levels, and dimensions as indicated on the drawings and specifications, and he shall report any errors or inconsistencies in the above to the City's Representative before commencing work or ordering any material.

20. COOPERATION:

- a) All Contractors and all subcontractors shall coordinate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material.

21. MUTUAL RESPONSIBILITY OF CONTRACTORS:

- a) If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment of claim and pay all costs and expenses in connection therewith.

22. SUBCONTRACTS:

- a) Contractor shall, after the execution of the Contract, notify City's Representative in writing of the names of subcontractors proposed for the principal parts of the work and for such others as City's Representative may direct and shall not employ any that City's Representative may, within a reasonable time, object to as incompetent or unfit.
- b) If Contractor has submitted before execution of the Contract a list of Subcontractors and the change of any name on such list is required in writing by City after such

execution, the Contract price, if any stated, shall be increased or diminished by the difference in cost occasioned by such changes.

- c) Contractor agrees that he is fully responsible to City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him.
- d) Nothing contained in the Contract shall create any contractual relations between any subcontractor and City.
- e) Contractor agrees to bind every subcontractor by the terms of Contract Documents as far as the same are applicable to his work.
- f) It is further understood that for the purpose of fixing responsibility, the subcontractors, their agents, and employees, shall be deemed to be agents of Contractor.

23. PAYMENTS:

- a) Progress Payments - If approved the request shall be paid within 30 days of approval at the rate of 92% of amount earned up to the first 50% of the Contract amount.
- b) Final Payment - Upon completion of the entire work by the Contractor and its written final acceptance by the City's Representative and Owner, the Contractor shall furnish the Owner with a release of all claims, if any, as may be specifically excepted by Contractor, with consent of City, from the operation of the release in stated amount to be set forth therein. Said release shall be in a form acceptable to the City and shall be in compliance with Mechanics lien laws of the State of Ohio. Upon receipt of the release payment shall be made to the amount less previous payments. Final payment shall not release the Contractor or his bondsmen (if such be required) from obligations of guarantees as set forth in "GUARANTEE" of these General Conditions. The final estimate submitted by the Contractor for payment shall be clearly marked "Final Estimate".

24. PAYMENT WITHHELD:

- a) The City's Representative may withhold or, on account of subsequently discovered evidence nullify the whole or a part of any certificate for payment, on account of:
 - 1) Defective work not remedied.
 - 2) Claims filed or reasonable evidence indicating probable filing of claims.
 - 3) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.

- 4) A reasonable doubt that the Contract can be completed for the balance unpaid.
- b) If the foregoing causes are not removed on written notice, City may rectify the same at Contractor's expense.
- c) When all the above grounds are removed, certificates shall at once be issued for amount withheld because of them.

25. CHANGES IN THE WORK:

- a) In giving instructions, the City's Representative shall have authority to make minor changes in work, not involving extra cost, and not inconsistent with the purpose of the project, but otherwise, except in an emergency in pursuance of a written order from the City signed or countersigned by the City's Representative stating that the City has authorized the extra work or change, and no claim for an addition to the Contract sum shall be valid unless so ordered.
- b) The value of any such extra work shall be determined in one or more following ways:
 - 1) By unit prices bid as set forth in Contractors Bid Proposal.
 - 2) By a lump sum proposal acceptable to the City, which shall separate material and equipment cost from the balance of the costs included in the proposals and which shall be accompanied by a detailed estimate of quantities and prices of each material or labor unit required. Applications for payment for authorized changes, omissions, and/or additions performed on this basis shall be included with applications for payment covering work included within the original scope of the work. Payments in an amount approved by the City's Representative will be made monthly providing, however, that ten per cent (10%) thereof shall be withheld until final acceptance of the work by the City.
 - 3) By adding (1) and amount equal to the actual net cost (after deduction of all available discounts) of all labor, materials, and rental of equipment required to perform such work, and (2) an amount equal to such percentage of (1) as is set forth in Contractor's Proposal, incorporated in the Agreement, or as shall otherwise be mutually agreed upon, which together shall constitute compensation for such changes, including, without limiting the generality thereof, profit, and all general overhead expenses, such as insurance, taxes, supervision and all other costs. Separate records which shall be subject to audit by the City, shall be kept of any additional work performed on this basis and all applications for payment for such changes shall be supported by certified payrolls, receipted bills and such other documents as the City may require.

26. CLAIMS FOR EXTRA COST:

- a) If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the City's Representative written notice within thirty (30) days' time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claims shall be valid unless so made.

27. TIME OF COMPLETION:

- a) The time for completion, required in the Instruction to Bidders and stated by bidders in Form of Proposal, shall be used as a basis for setting up proposed Progress Schedule.

28. PROGRESS SCHEDULE:

- a) Each requisition for payment shall also be accompanied by a Progress Report which shall contain information relative to each of the following:
 - 1) General Progress
 - 2) Major Materials Received Since Preceding Report
 - 3) Personnel
 - 4) Anticipated Progress
 - 5) Changes Since Last Report
 - 6) Delays Due to Non-delivery of Material
- b) If the Contractor shall fail to maintain the schedule of progress referred to in Paragraph (a) herein, unless the time is extended as provided for in Paragraph 29 (a), the City may, by giving the Contractor five days' written notice, require the Contractor to provide for overtime and/or additional manpower until such progress schedule is brought up to date.

29. DELAYS AND EXTENSION OF TIME:

- a) If the Contractor be delayed at any time in the progress of the work by any act or neglect of the City or the Engineer, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by delay authorized by the City's Representative pending arbitration, or by any cause which the City's Representative decided to justify the delay then the time of completion shall be extended for such reasonable time as the City's Representative may decide, and the Progress Schedule revised accordingly.

- b) All time limits stated in Contract are of essence of the Contract.
- c) No such extension shall be made for delay occurring more than ten days before claim therefore is made in writing to the City's Representative. In the case of a continuing cause of delay, only one claim is necessary.
- d) If no schedule or agreement stating the dates upon which shop drawing shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawing and not then unless such claim be reasonable.
- e) This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

30. CORRECTIONS OF WORK BEFORE FINAL PAYMENT:

- a) The Contractor shall promptly remove from the premises all work condemned by the City's Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b) If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the City may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days' time thereafter, the City may, upon ten days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

31. OWNER'S RIGHT TO TERMINATE CONTRACT:

- a) If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment of subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instruction of the City's Representative, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the City's Representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the

Contractor seven (7) day's written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the Contract price shall exceed the expense of finishing the work including compensation for additional management and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Representative.

32. CITY'S RIGHT TO DO WORK:

- a) If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, after three days' (3) written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City's Representative shall approve such action and the amount charged to the Contractor.

33. LIABILITY FOR DAMAGE TO PERSONS AND PROPERTY:

- a) Contractor assumes entire responsibility and liability for losses, expenses, demands, and claims in connection with or arising out of any injury, or alleged injury (including death) to any persons, or damage or alleged damage to property of the City or other sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work by the Contractor, his subcontractors, agents, servants and employees, and agrees to defend any suit or action brought against them or any of them based on any such alleged injury or damage, and to pay all damages, costs and expenses, including attorneys' fees, in connection therewith or resulting therefrom.
- b) "Injury" or "Damage" as these words are used in this Article, shall be construed to include, but not limited to, injury or damage consequent upon the failure of or use or misuse by the Contractor, his subcontractors, agents, servants, and employees of any hoist, rigging, block, scaffolding, or any and all other kinds of equipment whether or not owned, furnished, or lent by the City.

34. WORKMAN'S COMPENSATION AND INSURANCE:

- a) State Workmen's Compensation

Contractor shall furnish evidence to the City showing that he and his subcontractors have complied with the Ohio Workmen's Compensation Act, and shall relieve the City of any and all costs and expenses which may be due to accidents or other liabilities mentioned or covered in said Act.

b) Comprehensive General/Auto Public Liability and Property Damage Liability

Contractor shall furnish evidence, in form hereinafter described, to the City that with respect to:

- 1) Operations performed by the Contractor,
- 2) Operations performed for the Contractor by any Subcontractor and,
- 3) The obligations assumed by the Contractor under General Conditions, Paragraph "LIABILITY FOR DAMAGE TO PERSONS AND PROPERTY".

c) Owner's Protective Liability and Property Damage Liability Insurance

Contractor shall provide a separate Owner's Protective Liability and Property Damage Liability policy of insurance, with the City as the sole named insured and with Limits of Liability for:

Bodily Injury	\$ 300,000.00 - each person
	\$ 500,000.00 - each occurrence
Property Damage	\$ 300,000.00 - each accident
	\$ 500,000.00 - aggregate protective and the policy shall provide Limits of Liability in the manner defined in Section (b) of this Paragraph.

35. QUALIFICATIONS OF INSURANCE COMPANIES: PROOFS OF INSURANCE: FAILURE TO INSURE:

- a) The insurance specified in Paragraphs 34 (b) and 34 (c) shall be provided by an insurance company or companies authorized to do business in the State of Ohio, such company, or companies to have a financial rating of AAAA and a general policy holders' rating of A- plus, excellent, according to the latest published Best's Insurance Reports, as published by Alfred M. Best Co., Inc., and shall be effective before work is commenced and kept in effect until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal written acceptance by the City. Such policies shall be endorsed to provide that the insurance shall not be subject to change or cancellation in less than thirty (30) days after the receipt of notice to the Contractor and to the City by the insurance company or companies.

- b) The Contractor shall be deemed to have provided evidence of insurance as here in before specified by presenting the City the following:

STATE WORKMEN'S COMPENSATION

Three (3) certificates of insurance

COMPREHENSIVE GENERAL/AUTO PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY

Three (3) certified copies of the original policy and each endorsement constituting a part thereof.

OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE LIABILITY

Original policy and two (2) certified copies including all endorsements.

- c) Should Contractor fail to secure such insurance, or to furnish such satisfactory proof of insurance, or fail to secure new insurance in event of cancellation of the insurance previously obtained, the City shall be at liberty to obtain such insurance and deduct the cost thereof from any balance then due or thereafter to become due to said Contract.

36. CONTRACTOR'S RESPONSIBILITY FOR WORK:

- a) Contractor assumes entire responsibility for the work and every part thereof and for all materials, tools, appliances, equipment and property of every description delivered and/or used in connection therewith and upon the completion of the Contract, the work shall be delivered complete and undamaged.

37. DAMAGES:

- a) If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by him, then he shall be reimbursed by the other party for such damage.
- b) Claims under this clause shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as expressly stipulated in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

38. LIENS:

- a) Contractors (1) shall indemnify and save harmless the City from all claims, demands, causes for actions or suits of whatever nature arising out of the services, labor, and materials furnished by Contractor or his subcontractors under this contract and from all laborers', materialmen's, and mechanics' liens upon the real property upon which the work is located arising out of the services, labor and materials furnished by Contractor or any of his subcontractors under this Contract, and (2) shall keep said property free and clear of all liens, claims, and encumbrances arising from the performance of this Contract by Contractor or his subcontractors.
- b) If required, Contractor shall furnish (1) a good and sufficient release or waiver of lien, in a form acceptable to the City and in compliance with the Mechanic's Lien Laws of the State of Ohio or of the State in which the work is being done, from himself, every subcontractor, materialman, laborer, and other person furnishing services, labor, or material in connection with the work, or (2) receipts in full, together with an affidavit that the receipts cover all the services, labor and materials for which a lien might be filed except as covered by the releases and waivers of liens; but if any subcontractor, laborer, materialman, or other person refuses to furnish a waiver or release or receipt in full, Contractor may furnish bond satisfactory to City to indemnify City against any claim or lien or otherwise.

39. ARBITRATION:

- a) All disputes, claims or questions subject to arbitration under this Contract shall be submitted to arbitration in accordance with the provisions and rules, then obtaining, of the American Arbitration Association, and this agreement shall be specifically enforceable under the prevailing arbitration laws, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other.
- b) The Contractor shall not cause a delay of the work during any arbitration proceeding, except by agreement with the City.
- c) Notice of the demand for arbitration of a dispute shall be filed in writing with the Engineer and the other party to the Contract. If the arbitration is an appeal from the City's Representative's decision, the demand therefore shall be made within thirty (30) days of its receipt; in any other case the demand for arbitration shall be made within a reasonable time after the dispute has arisen; in no case, however, shall the demand be made later than the time of final payment, except as otherwise expressly stipulated in the Contract.

- d) The arbitrators, if they deem that the case requires it, are authorized to award to the party whose contention is sustained, such sums as they or a majority of them shall deem proper to compensate him for the time and expense incident to the proceeding and, if the arbitration was demanded without reasonable cause, they may also award damages for delay. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the proceedings upon either or both parties.

40. CASH ALLOWANCES:

- a) The Contractor shall include in the Contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the City's Representative may direct, the Contract sum being adjusted in conformity therewith. The Contractor declares that the Contract sum includes such sums for expense and profit on account of cash allowances as he deems proper. No demand for expenses of profit other than those included in the Contract sum shall be allowed.

41. GUARANTEE:

- a) The Contractor shall guarantee the work for a period of two (2) years from date of acceptance by the City's Representative unless otherwise specified, and shall leave the work in perfect order at completion, and neither the final certificate, or payment, nor provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law; and upon written notice, he shall remedy any defects due thereto, and pay all expense for any damage to other work resulting therefrom.

42. SPECIFICATIONS:

- a) Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and not to be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.
- b) These specifications are of the abbreviated, simplified, or streamlined type and include incomplete sentences. Omission of words or phrases such as "The Contractor shall", in conformity therewith", "shall be:", "as noted on the drawings", "according to the plans", "a", "an", "the", and "all", are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a note occurs on the drawings.

- c) Wherever the words “approved”, “satisfactory”, “directed”, “submitted”, “inspected”, or similar words or phrases are used, it shall be assumed that the words “City’s Representative” follows the verb as the object of the clause, such as: “approved by the City’s Representative.”

43. CODES AND ORDINANCES:

- a) All materials and installation of material shall be in accordance with Local and State Codes and Ordinances.