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Project Manual

for

USD 305

SALINA CENTRAL HIGH

WINDOW REPLACEMENT

Salina, KS

JGR Project No. 25-3504

July 17, 2026

USD 305 SALINA CENTRAL HIGH
WINDOW REPLACEMENT
SALINA, KANSAS

Project No. 25-3504

DATE OF DRAWINGS AND SPECIFICATIONS

July 17, 2026

OWNER

USD 305 SALINA PUBLIC SCHOOLS
1511 Gypsum Ave, Salina KS 67401
Paul Mensching, Executive Director
785 309 4709

ARCHITECT

JONES GILLAM RENZ ARCHITECTS
730 North 9th, Salina KS 67401
Charles A. Renz, Project Architect
785 827 0386



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USD 305 Salina School District
Salina Central High
Window Replacement
Salina, KS

Jones Gillam Renz Architects, Inc
730 N. 9th St.
Salina, Kansas 67401
785-827-0386

Project No. 25-3504

INVITATION TO BID

Sealed Bids, will be received by Paul Mensching, USD 305 Salina School District, Salina, Kansas, for the furnishing of all labor and materials as hereinafter specified for the Window Replacement project at Salina Central High. **Bid will be accepted and opened in the USD 305 Board Office Conference Room at 1511 Gypsum Avenue, Salina, KS until Tuesday, October 6, 2026 at 2:00 p.m.** at which time the bids will be opened and read aloud. Bids received after this time will not be accepted.

1. PROJECT SCOPE

- a. Demolition of existing aluminum window units.
- b. Demolition of existing partial areas of stud walls.
- c. Installation of new exterior walls consisting of 5/8" fire-rated gypsum board over 6" metal studs (with 6" batt insulation within) over 5/8" densglass sheathing over vapor barrier over 2" rigid insulation board with eifs system over.
- d. Installation of new fixed tempered, tinted, insulated aluminum window units.
- e. Alternate #1 for installation of hinged-panel dual glazed blind system at all new window units.

2. PRE-BID CONFERENCE

Pre-Bid Conference will be held on **Tuesday, September 29, 2026 at 3:00 p.m. at Salina Central High School Cafeteria, 650 E Crawford St., Salina, KS.** Failure to attend may be grounds for rejection of bid.

3. COMPLETION TIME

All work is to be completed between May 24, 2027 and June 30, 2027. Prior to construction, Materials shall be in storage to minimize construction delays.

4. The GENERAL CONSTRUCTION CONTRACT will include General Construction, Mechanical, and Electrical Work combined into one Contract.
5. The Owner reserves the right to waive any defects and informalities in Bids, to reject any or all Bids, to take any or all Bids under advisement, or to accept any Bid as may be deemed in its interest of meeting the standards of lowest responsible Bid.
6. The Drawings, Specifications, and Contract Documents may be obtained by bona fide Prime Bidders (Mechanical and Electrical, and Subcontractors) from Jones Gillam Renz Architect, 730 North 9th Street, Salina, Kansas 67401, 785-827-0386 upon deposit of **\$150.00** for one (1) set of General Construction, Mechanical and Electrical Drawings and Specifications.

Electronic Drawings and specifications will be available for review on the website at www.jgrarchitects.com. **General Contractors, Window Subcontractors and EIFS Subcontractors who are bidding from documents via website or plan room must contact the office of Jones Gillam Renz Architects, 785.827.0386 to register as an official Plan Holder.**

Those who submit prime bids may obtain refund by returning sets in good condition no more than one (1) week after bids have been opened. No refund of deposit will be made to Contractors not submitting a bid, unless all documents are returned in good condition five (5) days prior to time of receiving bids.

CONTRACT DOCUMENTS will be on file and may be examined at the following locations:

Jones Gillam Renz Architects, 730 North 9th Street, Salina, KS 67401, ph. 785-827-0386, www.jgrarchitects.com

Associated General Contractors of Kansas, ph. 316-928-8635, www.agcks.org

KCNR, LLC., ph. 316-263-0265, <https://kcnr.net>

Dodge Construction Network, ph. 877-784-9556, www.construction.com

Construct Connect, ph. 877-969-2909, www.constructconnect.com

Salina Blueprint, 209 S. Santa Fe Ave., Salina, KS 67401, ph. 785-827-6182, www.salinablue.com

Salina Area Chamber of Commerce Plan Room, 120 West Ash, Salina, KS 67401, ph. 785-827-9301,
www.salinakansas.org

7. BID SECURITY in the amount of 5% of the bid must accompany each bid in accordance with INFORMATION FOR BIDDERS.

BY ORDER OF:

Paul Mensching, Director of Operations
USD 305 Salina School District
Salina, Kansas

INFORMATION FOR BIDDERS

1. EXAMINATION

Before submitting their bid, each Bidder shall carefully examine all documents pertaining to the work, visit the site of the work, and inform themselves as to all existing conditions under which the work will be performed. Submission of a bid will be considered presumptive evidence that the Bidder is fully aware of the conditions of the work, requirements of the Contract Documents, pertinent State and Local codes, conditions of labor and material markets, and has made allowances in their bid for all work and all contingencies. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS AND INTERPRETATION OF DOCUMENTS

Should a Bidder be in doubt as to the meaning of any part of the Drawings, Specifications or other proposed Contract Documents and/or find discrepancies in or omissions from the Drawings, Specifications and Contract Documents, he shall contact the Architect immediately per Article 3, Subparagraph 3.2.1 of the AIA General Conditions. Any interpretation of the proposed documents will be made only by Addendum duly issued and copy of such Addendum will be emailed to each person receiving a set of such documents. The Architect and Owner will not be responsible for any other explanation or interpretation of the proposed documents.

3. GENERAL CONSTRUCTION BID

- a. The General Construction bid shall incorporate all of the departments of Work (General Construction, Electrical, and Mechanical Work) into one (1) bid.
It is preferred that General Contractors work with Prime subcontractors with whom they have previous working relationships, including at least three previous projects of similar scope. Contractor/Subcontractor experience and relationship may be considered by the owner in the evaluation of bids and acceptance of bids.
- b. The General Contractor shall assume all responsibility for supervision and coordination of the Work.
- c. The General Contractor shall furnish Performance and Payment Bonds in the full amount of the Work (Total of General Construction, Electrical, and Mechanical Work).
- d. The General Contractor shall carry and pay the premium covering the General Construction Work, for Contractors and Subcontractors Insurance as specified in Supplementary Conditions of the Contract.
- e. The General Contractor shall submit with his bid, Bid Security in the full amount of the Work (General Construction, Electrical and Mechanical work), as per Paragraph – BID SECURITY.

4. BID PROCEDURE

- a. Bids will be received at the time and place stated in the INVITATION TO BID. Bids received after the time stated will be returned unopened.
- b. No oral or telephonic bids will be considered, but modifications by email of bids already submitted will be considered if received prior to time set for bid opening.
- c. Any addenda issued during the time of preparation of bids are to be acknowledged on the Bid Form and in closing a Contract, they will become a part thereof.
- d. Each Bidder is required to bid all alternates included in the Bid Form, except that should they desire not to bid an Alternate, they may insert the words “No Bid” in the space provided for such Alternates. In such case, if it is determined to use such Alternate, the fact that the cost of the material, type, or method bid may be lower than that chosen shall not constitute the basis of a claim by the Bidder that the Contract be awarded to him. If an Alternate Price called for involves no change in price, Bidder shall so indicate by writing the words, “No Change” in the space provided. Refer to Section 01019 - SPECIAL PROVISIONS. Each Bidder is required to fill in all unit cost items shown on the Bid Form. Failure to comply may be cause for rejection.
- e. Bids shall be submitted on the forms provided. All blank spaces on the forms shall be fully completed in words as well as figures. Bid Forms must be signed in longhand, with name typed below signature. Where Bidder is a corporation, Bid Forms must be signed with legal name of corporation, followed by the name of the State of Incorporation, the legal signature of an officer authorized, to bind the corporation to a contract, Attest and Seal Impression.

f. Submittals of Bids shall be as follows:

- 1) Bids, together with Bid Security, shall be sealed in an opaque envelope, labeled "USD 305 SALINA CENTRAL HIGH, WINDOW REPLACEMENT, SEALED BID, DO NOT OPEN" addressed to: USD 305 SALINA SCHOOL DISTRICT. **Bid will be accepted and opened in the USD 305 Board Office Conference Room at 1511 Gypsum Avenue, Salina, KS until Wednesday, October 6, 2026 at 2:00 p.m.** at which time bids will be opened and read aloud.

5. BID SECURITY

- a. Bids shall be accompanied by a Bid Security of not less than five percent (5%) of the amount of the Bid, which may be a Bid Bond, Certified, or Cashier's Check, made payable to the Owner.
- b. Such Bid Security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his Bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his Bid is accepted, he will enter into a formal contract with the Owner in accordance with AIA Document A101, Standard Form of Agreement Between Owner and Contractor, and that the required Performance and Payment Bonds and Statutory Bond, (if required under Section 01019 - SPECIAL PROVISIONS) will be given; and that in the event of the withdrawal of said BID within said period, or the failure to enter into said contract and give said bonds within ten (10) days after he has received notice of the acceptance of his Bid, the Bidder shall be liable to the Owner for the full amount of the Bid Security as representing the damage to the Owner on account of the default of the Bidder in any particular hereof. Bid Securities of the three (3) lowest bidders will be retained until the Contract is awarded or other disposition is made thereof. Bid Bonds of all other bidders will be destroyed unless return to bidders is requested. Certified checks shall be returned to unsuccessful bidders; successful bidders will have checks held until proper Performance and Payment Bonds have been submitted.

5. CONTRACT GUARANTEE

Successful Bidder must deliver to the Owner the following Bonds in an amount no less than 100% of the accepted bid, as security for the faithful performance of the Contract.

- a. Performance and Payment Bond as per General Conditions.
- b. Statutory Bond, as required in Section 01019 - SPECIAL PROVISIONS.

6. WITHDRAWAL OF BIDS

A bid may be withdrawn on written or faxed request and by request of Contractor personally, received or made prior to time fixed for bid opening. No bid may be withdrawn after opening of bids.

7. INTERPRETATION OF QUOTED PRICES

In case of a difference in written words and figures in a bid, the amount stated in written words shall govern.

8. TIME OF CONSTRUCTION AND PENALTY CLAUSE

Refer to Section 01019 - SPECIAL PROVISIONS.

9. DISQUALIFICATION

The Owner reserves the right to disqualify bids, before or after opening upon evidence of collusion with intent to defraud or illegal practices upon part of the Bidder. Bids will be opened as stated in the Invitation to Bid.

10. SALES TAX EXEMPTION

Refer to Section 01019 - SPECIAL PROVISIONS.

END OF SECTION

**USD 305 Salina Central High
Window Replacement
Salina, Kansas
BID FORM**

Bid of _____
(Firm Name)

Date _____

BID FORM FOR:

USD 305 Salina Central High
Window Replacement
Salina, Kansas
Project No. 25-3504

In compliance with your INVITATION TO BID, the undersigned proposes to furnish all labor and materials and perform all work for the General Construction, including Mechanical and Electrical Work, incidental for the construction and equipping of USD 305 Salina Central High – Window Replacement, Salina Kansas, in strict accordance with the Specifications and the Drawings dated July 17, 2026 mentioned therein for the consideration of the following:

BASE BID _____ **Dollars**

\$ _____

The Base Bid includes all allowances as outlined in Section 01019 – Special Provisions.

June 30, 2027 completion date is subject to Penalty Clauses, Section 01019 - SPECIAL PROVISIONS.

The Undersigned acknowledges receipt of the following addenda:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____ Addendum #5 _____

ALTERNATE PRICES: For the Alternates as described in the Specifications and/or Drawings, the undersigned agrees to ADD or DEDUCT the following amounts to or from the BASE BID as hereinafter itemized:

ALTERNATE NO.	ADD	DEDUCT
<u>Alternate No. 1</u> Window Blind System.	\$ _____	\$ _____
<u>Alternate No. 2</u> If added by Addendum.	\$ _____	\$ _____
<u>Alternate No. 3</u> If added by Addendum.	\$ _____	\$ _____

I (or WE) FURTHER AGREE AS FOLLOWS:

1. To furnish labor and materials for additional work (except Mechanical and Electrical) ordered by the Owner and for which no pre-agreed upon amount has been determined for the cost of the labor and materials involved plus 10% for overhead and profit.
2. To furnish supervision and coordination for 10% of the cost of additional Mechanical and Electrical work ordered by the Owner.
3. To accept the provisions of Section 01019 - SPECIAL PROVISIONS regarding the date of completion of the Project and Liquidated Damages.

4. If written notice of the acceptance of the Bid is mailed, telegraphed or delivered to the Undersigned within 30 days after the date of the opening of the Bids, or anytime thereafter before this Bid is withdrawn, the Undersigned will, within ten (10) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver a contract in accordance with AIA Document A101, Standard Form of Agreement Between Owner and Contractor, and give Performance Bond in accordance with the Specifications and bid as accepted.
5. That upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of acceptance of the Bid, that security deposited with Bid shall be forfeited to the Owner as liquidated damages for such failure or refusal.

DECLARATION:

1. The Undersigned hereby declares that he has carefully examined the Invitation and Information for Bidders, the Drawings and Specifications, has visited the actual location of the Work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this Bid, he waives all rights to plead any misunderstanding regarding the same.
2. The Undersigned understands that his competence and responsibility and that of his proposed subcontractors, time of completion, as well as any other factors of interest to the Owner will be considered in making the award. The Owner reserves the right to reject any or all bids, to accept or reject alternate bids and unit prices and to waive technicalities concerning the bids received, as it may be in his interest to do so.

(Legal Name of Bidder)

(SEAL, if bid is by a corporation)

(Address of Bidder)

BY _____ in longhand

(Title) Typewritten



AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

USD 305 Salina Central High
Window Replacement - Salina, Kansas

THE OWNER:

(Name, legal status and address)

USD 305 Salina Public Schools
PO Box 797, 1511 Gypsum
Salina, KS 67401

THE ARCHITECT:

(Name, legal status and address)

Jones Gillam Renz Architects
730 N Ninth St.
Salina, KS 67401

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 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.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

1. DEFINITIONS - Supplement Paragraph 1.1 as follows:
 - a. When words such as approved, proper, satisfactory, equal, and as directed are used, they imply such reference to the Architect's specific approval and directions.
 - b. Provide means to furnish and install.
 - c. The provisions of the Agreement take precedence over all other Contract Documents.
2. WARRANTY - Supplement Paragraph 3.5.1 as follows:
 - a. Contractor warrants to Owner and Architect that on receipt of notice from either of them, within the period of one (1) year following date of Substantial Completion, that defects in materials and/or workmanship have appeared in the Work, Contractor will promptly correct such defects to the state of condition originally required by the Contract Documents at Contractor's expense.
3. SHOP DRAWINGS - Supplement Paragraph 3.12 as follows:
 - a. The Contractor shall submit **one (1) electronic copy** of all Shop or Setting Drawings and Schedules required for the work of the various trades, after same have been checked and compared with the Contract Document Requirements, and after checking with field conditions at the job and so certified on the Drawings by the Contractor. Above Drawings will not be checked by Architect unless same bear certification.
 - b. Architect's approval is subject to notations on Drawings, Compliance with Drawings and Specifications, and conditions and measurements at project. Measurements and quantity not checked or approved.
4. SAMPLES - Supplement Subparagraph 3.12.3 as follows:
 - a. All samples as called for in the various Sections of this Specification and any other samples, as directed, shall be furnished by the Contractor for approval.
 - b. All samples of materials that require approval as to color, texture, finish and type shall be furnished at the same time, so that an intelligent selection of colors and textures may be made by the Architect.
5. COLOR SELECTIONS
 - a. The Contractor shall provide for and coordinate into the project construction schedule, a 6-week time frame for the Architect/Designer to make final color selections from Contractor's submittals, obtain approval from the Owner and to submit a color schedule, indicating what colors go where, to the Contractor. Time frame begins when Architect has received 100% of submittals listed below.
 - b. Submittals, i.e., actual samples, manufacturers' literature, full color line options, etc., shall include as a minimum, but not limited to:
 - Carpet Types
 - Sheet Vinyl Flooring
 - Vinyl Composition Tile Flooring
 - Vinyl Base
 - Ceramic Wall Tile
 - Ceiling Types
 - Paint
 - Corner Guards
 - Plastic Laminate (Manufacturer)
 - Wood Stain for Doors and Woodwork
 - Aluminum Storefront System
6. CLEAN UP - Supplement Paragraph 3.15 as follows:
 - a. Each Contractor shall, at all times, remove any and all of his rubbish from the buildings and grounds and keep the building site clean.
 - b. In addition to the general broom cleaning, the General Contractor shall do the following special cleaning for all trades at the completion of the work:
 - 1) Glass. Remove putty, stains and paint from all glass and wash and polish same. Care shall be taken not to scratch the glass.
 - 2) Painted, Decorated, and Stained Work. Remove all marks, stains, fingerprints and other soil or dirt from all painted, decorated, and stained work.
 - 3) Temporary Protection. Remove all temporary protections; clean and polish all floors at completion.
 - 4) Woodwork. Clean and polish all woodwork upon completion.

- 5) Hardware. Clean and polish all hardware for all trades. This shall include removal of all stains, dust, dirt, paint, etc., upon completion.
 - 6) Tile Work. Remove all spots, soil, and paint from all tile work, wash same upon completion.
 - 7) Fixtures and Equipment. Clean all fixtures and equipment, removing all stains, paint, dirt, and dust.
 - c. All combustible rubbish, and all debris and other rubbish shall be removed entirely from the premises.
7. MUTUAL RESPONSIBILITY OF CONTRACTORS - Supplement Paragraph 6.2 as follows:
 - a. General Contractor shall assume general coordination and direction of the project. General Contractor shall cooperate with Mechanical and Electrical Contractors and other subcontractors and/or suppliers on the Work and install their work in sequence to facilitate and not delay the completion of the project. The Architect is not the coordinator or expeditor of the work of the contractors and/or subcontractors referred to hereinbefore.
8. CHANGES IN THE WORK
Refer to Paragraph 7.2 and insert the following:
 - a. Whenever a Change Order involves net cost decrease, the CREDIT to the Owner shall be such net cost decrease. Whenever a Change Order involves a summary net increase, the Contract shall be increased by the amount of such net cost increase plus 10% of such net cost for overhead and profit. The General Contractor will furnish supervision and coordination for 10% of the cost of additional Mechanical and Electrical work ordered by the Owner.
 - b. The Contractor shall furnish the Owner an itemized accounting with supporting data used in computing the value of any change that might be ordered.
 - c. Change Orders must state a number of added days or days to be deleted from completion time. If no change in days is required by the change order, write NONE. Failure to comply with above voids any later request for extra time.
9. APPLICATION FOR PROGRESS PAYMENTS AND CERTIFICATION FOR PAYMENT
 - a. Amend Subparagraph 9.3.1 and insert the following: On or before the 25th day of each month, the Contractor shall submit to the Architect an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require.
 - b. Amend Subparagraph 9.4.1 and insert: If the Contractor has made application for payment as above, the Architect will, with reasonable promptness and within seven (7) days after receipt of the application, issue an application for payment to the Owner, with a copy to the Contractor in the amount of 90% of the value of the Contract the Architect determines has been completed to the date of application, thus a 10% retainage, less any amount paid to the Contractor, or state in writing his reason for withholding an application as provided in Subparagraph 9.5.1.
 - c. Date of payment of the Application for Payment by the Owner is hereby defined as the earliest possible date that the Owner can prepare vouchers after receipt of Application for Payment from the Architect and approval of same by any governing body of the Owner and issuance of vouchers to cover Application for Payment.
10. CONTRACTOR'S LIABILITY INSURANCE
 - a. Workers' Compensation and Employers Liability Insurance - Refer to Subparagraph 11.1.1.
 - b. Bodily Injury and Property Damage - Refer to Subparagraph 11.1.1. Limits shall be as follows:
 - (1) Limits of liability coverage shall be \$2,000,000.00 Combined Single Limit for Bodily Injury and Property Damage.
 - c. Owner's Protective Liability Insurance - Refer to Paragraph 11.2 - Owner's Option.

11. PROPERTY INSURANCE MARINE ALL RISK SPECIAL BUILDERS RISK AND TRANSIT FORM
Refer to Paragraph 11.2.1 Property Insurance and insert the following:
- a. Until the Work is completed and accepted by the Owner, **the Contractor shall effect and maintain total Property Insurance (Marine All Risk Special Builders Risk and Transit Form)** upon the Work at the site to 100% of the insurable value thereof (plus 8% of this insured value for Architect's Fee in connection with any loss covered by this insurance) including items of labor and materials connected therewith in or adjacent to the structure insured, materials in place or to be used as a part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incidental to the Work, and such scaffoldings, stagings, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work.
EXCLUSIONS: This insurance does not cover any tools owned by mechanics; any tools, equipment, scaffoldings, stagings, towers and forms owned or rented by the Contractor; the capital value of which is not included in the cost of the work, nor loss of equipment, materials, tools, etc., by theft.
Contractor shall not commence construction prior to providing a copy of the policy to the Architect.
 - b. This insurance shall include the interest of the Owner, the Contractor, Subcontractor, and Sub-Subcontractor in the Work.
12. PERFORMANCE AND PAYMENT BONDS - Supplement Subparagraphs 11.1.2 and 11.1.3 as follows:
- a. Bond shall be equivalent to AIA Form A311, two part Performance Bond and Labor and Materials Bond with amount shown on each part equal to 100% of the total amount payable by the terms of the Contract. Surety shall be company licensed to do business at the place of building and shall be acceptable to the Owner.

END OF SECTION

LIST OF DRAWINGS

General

Cover

Architectural

D1	Photographs
D2	Demolition Floor Plans and Exterior Elevation
A1	Floor Plans and Exterior Elevation
A2	Wall Sections
A3	Wall Sections
A4	Window Schedule and Details

Attachment A

Kansas Legislature

44-1030

Chapter 44 – LABOR AND INDUSTRIES ARTICLE 10. – KANSAS ACTS AGAINST DISCRIMINATION

44-1030 State and local government contracts; mandatory provisions.

(a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, “equal opportunity employer,” or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a) (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor;

(1) Who employs fewer than four employees during the term of such contract; or

(2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

History: L. 1972, ch. 194, § 14 : L. 1977, ch. 183 § 1; L. 1991, ch. 147, § 17; L. 1992, ch. 91, § 3; April 23.

SAMPLE COPY - STATUTORY BOND

Statutory Bond shall be furnished in quadruplicate, two (2) copies shall have Power of Attorney attached. Wording of Statutory furnished must be an exact copy of this sample and on 8½" x 11" paper.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

_____, as Principal, and

_____, a Corporation organized under the laws of
the State of _____, as Surety are held and firmly bound unto the State of _____
_____, in the penal sum of _____

_____ Dollars \$_____ lawful money of the United
States, for the payment of which sum well and truly made, said Principal and Surety bind
themselves, their heirs, administrators, executors, successors and assignees, jointly and severally
by these presents.

Signed, sealed and delivered on this _____ day of _____, 20 _____

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS said
Principal has entered into a written contract with _____

_____, hereinafter called the "Owner" dated _____
20_____, for the construction or marking of the following described improvements:

all in accordance with the detailed Drawings and Specifications on file in the office of the
Owner.

NOW THEREFORE, if the said Principal or the Subcontractor, or Sub-Subcontractors, of said
Principal shall pay all indebtedness incurred for supplies, materials or labor furnished, used or
consumed in connection with, in or about the construction or making of the above described
improvements, including gasoline, lubrications, oils, fuel oils, greases, coat and similar items
used or consumed directly in furtherance of such improvements, this obligation shall be void,
otherwise it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or additions to the terms of the Contract or to the work to be performed
thereunder or the Specifications accompanying the same shall in any way affect any such
change, extension of time, alteration or addition to the terms of the Contract or to the
Specifications.

(SEAL)

Principal

By: _____

(SEAL)

Surety

By: _____

SECTION 01010

GENERAL WORK REQUIREMENTS

1. **GENERAL**
Should conflict occur between these General Work Requirements and the General Conditions, the requirements of this Section take precedence.
2. **INTENT OF DOCUMENTS**
The Contract Drawings are complementary and what is called for by anyone shall be as binding as if called by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work.
3. **MANUFACTURER'S DIRECTIONS**
All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless herein specified to the contrary.
4. **COOPERATION - CONTRACTOR WITH OWNER**
It shall be clearly understood that the Owner reserves the right to install various equipment in the building prior to completion and acceptance, and it shall be the duty of the Contractor to cooperate with the Owner's employees rendering such assistance and so arranging his work that the entire project will be delivered complete in the best possible condition when required.
5. **BUILDING PERMIT**
As stated in Subparagraph 4.7.1, AIA DOCUMENT A201, General Conditions, the General Contractor shall secure and pay for the building permit.
6. **CONSTRUCTION COORDINATION**
 - A. Before starting construction, a meeting shall be held with Contractor(s), Architect, and/or Consulting Engineers in attendance to plan and coordinate the schedule of construction and to review intent of Contract Documents. Contractor(s) shall follow instructions received at meeting in prosecuting the Work.
7. **MATERIALS - EQUIPMENT - SUBSTITUTION**
 - A. In general, these Specifications identify the required materials and equipment by naming one or more manufacturers, brand, model, catalog number, and/or other identification; the first-named manufacturer's product used as a basis for design; the other named brands considered equivalent. Equivalent brand manufacturers named must furnish products consistent with the Specifications for the first-named product, as determined by the Architect. Base Bid shall include only those brands named and must be used on the project, except as hereinafter provided.
 - B. Materials or equipment specified exclusively, Base Bid shall be based on same and used on project, except as hereinafter provided.
 - C. Prior to receipt of bids, should Contractor wish to incorporate in Base Bid, brands or products other than those named in the Specifications, he shall submit written request for substitution to Architect not later than seven (7) days prior to date bids are due. Architect will consider request and items approved will be listed in an addendum issued to all bidders.
 - D. After execution of Contract, substitution of product brands for those named in the Specifications will be considered, only if request is received within thirty (30) days after Contract Date and request includes showing credit due Owner.
 - E. Materials specified equivalent and those proposed for substitution must be equal or better than first-named material in construction, efficiency, utility, and aesthetic design and physical size shall not be larger than space provided for it. Request for substitution by full description and technical data in two (2) copies, including manufacturer's name, model, catalog number, photographs or cuts, physical dimensions, operating characteristics, and any other information for comparison.
 - F. Owner reserves the right:
 - 1) To require any or all bidders, before execution of Contract, to state what materials they will use.

- 2) To require “if bound with the Bid Form,” the Contractor to fill out a BID SUPPLEMENT listing the BASE BID and “ADD” or “DEDUCT” for other materials he proposes to use.

8. APPROVAL OF SUBCONTRACTORS – MATERIALS

- A. The Contractor, if requested, must submit for approval before signing Agreement, list of Subcontractors and material suppliers enumerating items of work to be performed, name of materials, equipment, etc., to be furnished and/or installed. Refer to Paragraph - MATERIALS - EQUIPMENT - SUBSTITUTION.
- B. If the list is not requested prior to signing of Agreement, list, as described in previous paragraph, shall be furnished within ten (10) days of signing Agreement.

9. PROTECTION - Supplement, ARTICLE 10, AIA GENERAL CONDITIONS

- A. Refer to Paragraph - WEATHER CONDITIONS.
- B. Each Contractor shall assume responsibility for his materials stored on the premises.
- C. General Contractor shall take charge and assume general responsibility for proper protection of project during construction.
- D. The General Contractor shall protect trees, shrubs, lawns, and all landscape from damage, providing guards and covering. Damaged work shall be repaired or replaced at his expense. Protect streets and sidewalks and make repairs at his expense.
 - 1) Water Protection. The General Contractor shall, at all times, protect the excavation, trenches, and/or the building from damage by rain water, spring water, ground water, backing up of drains or sewers and all other water. He shall provide all pumps and equipment and enclosures to provide this protection.
 - 2) Temporary Drainage. The General Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep the excavation free of water.
 - 3) Snow and Ice. The General Contractor shall remove all snow and ice from public sidewalks and from the building, as may be required for the proper protection and/or prosecution of the Work.
 - 4) Bracing, Shoring, and Sheeting. The General Contractor shall provide all shoring, bracing and sheeting as required for safety and for the proper execution of the work and have same removed when the work is completed.
 - 5) Guard Lights. The General Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in the streets, roads or sidewalks and at all trenches or pits adjacent to public walks or roads.
 - 6) Weather Conditions. The General Contractor shall, at all times, provide protection against weather; rain, winds, storms, frost, or heat, so as to maintain all work, materials, apparatus, and fixtures, free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered.

10. WEATHER CONDITIONS

The Contractor shall protect all portions of his work and all materials, at all times from damage by water, freezing, frost and is to repair, replace and make good to the satisfaction of the Architect, any portion of same which may in the Architect's opinion, have been damaged by the elements.

11. GRADES, LINES, LEVELS, AND SURVEYS

The Owner will establish the lot lines, restrictions and a bench mark. All other grades, lines, levels, and bench marks shall be established and maintained by the General Contractor, who shall be responsible for same. The General Contractor shall verify all grades, lines, levels, and dimensions as shown on the Drawings and he shall report all errors or inconsistencies in the above to the Architect before commencing work.

- A. The General Contractor shall provide and maintain well-built batter boards at all corners. He shall establish bench marks in not less than two (2) widely separated places. As the work progresses, he shall establish bench marks at each floor, giving exact levels of the various floors.
- B. As the work progresses, the General Contractor shall lay out in the forms and the rough flooring the exact location of all partitions as a guide to all trades.
- C. The General Contractor shall verify all grades, lines, levels, and dimensions as shown on the Drawings and he shall report any errors or inconsistencies in the above to the Architect before commencing work.

12. USE OF COMPLETED PORTIONS

The Owner reserves the right to take possession of and use any completed or partially completed portions of the building, and further reserves the right to install equipment and facilities which are not a part of the Contract, notwithstanding the fact that the time of completion of entire work or portions thereof may not have expired; but such taking possession or installation of facilities shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. The Owner, in taking possession of completed portions or installing such equipment, and facilities, shall do so at his own expense any damage which may occur either directly or indirectly by reason of such action.

- A. Building Completion-Occupancy. Owner reserves the right to occupy building when the time for completion of work as stipulated in Contract has been reached, even though all parts of the work have not been completed and accepted by Owner. All work, including heating, electrical, and water service, will be discontinued only to Owner schedule.
- B. Limit of Contract is not confined to any particular area of the site, but includes any area required to perform work shown on the Drawings and/or specified in these Specifications.

13. REQUIREMENTS IMMEDIATELY AFTER EXECUTION OF CONTRACT

Immediately after execution of the Contract, the Contractor shall deliver to the Architect the following items which are described more fully in following Articles:

Schedule of Values
Schedule of Operations
Progress Charts
Samples
Superintendent's name and resume of experience
List of Subcontractors and Material Suppliers

- A. Schedule of Values on AIA Form G702, or other form approved by the Architect, a detailed breakdown of the Contract Sum indicating the amounts allotted to the various divisions of the work for labor and material. The schedule will serve as a guide to the Architect in determining the amounts due each month as the work progresses. The schedule shall be broken down as directed by the Architect.
- B. Schedule of Operations based on the above Schedule of Values and indicating the progress of the work up to the first day of each month shall be prepared by the Contractor in a form approved by the Architect and shall be delivered to the Architect in duplicate with each application for payment.
- C. Progress Charts based on the above specified schedule of operations and indicating the progress of the work up to the first day of each month shall be prepared by the Contractor in a form approved by the Architect and shall be delivered to the Architect in duplicate with each application for payment. Progress charts shall be in the form of a bar graph.

14. CONSTRUCTION PROCEDURE AND PHASING

- A. Each Contractor shall schedule his work so as to cause a minimum of interference with business operations during all of the construction work.
- B. In-Use Areas. Construction work within areas immediately adjacent to existing in-use areas shall be coordinated with the Owner, so that work is accomplished during periods of light occupancy of the areas and cause the least disturbance. Work in and adjacent to in-use areas shall be prosecuted by methods that will create the least amount of noise. Work shall be prefabricated away from office areas when practical to do so. New facilities shall be ready for use prior to disturbing existing areas.
- C. Precautions and Cooperation
 - 1) Notify the Owner 7 days in advance before any utility (natural gas, water, electricity, or sewer) is to be interrupted.
 - 2) With proper notification, interruption in utilities up to 4 hours will be permitted without special provisions by the Contractor. *If any interruption of a utility exceeds 4 hours the Contractor must make arrangements for temporary alternate utility service.
 - 3) Interruption of utilities must be coordinated with the Owner with changeovers and out of service at night. Weekend and evening changeovers of utilities shall occur with no additional cost to the Owner.
 - 4) Openings to be cut in existing exterior walls must be saw cut. No jackhammer work will be permitted. Notify the Owner 7 days in advance of cutting of exterior walls.

15. TIME EXTENSIONS ADVERSE WEATHER

- A. The Contractor shall comply with all provisions of the General Conditions in submitting any request for extension of Contract Time due to unusually severe weather.
- B. Definitions:
1. Adverse Weather - Atmospheric conditions at a definite time and place which are unfavorable to construction activities.
 2. Unusually Severe Weather - Weather which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- C. In order for any request of time extension due to unusually severe weather to be valid, the Contractor must document both of the following conditions.
1. The weather experienced at the project site during the Contract period is more severe than the adverse weather anticipated for the project location during any given month.
 2. The unusually severe weather actually caused a delay to the completion of the project. The delay must be beyond the control and without fault or negligence by the Contractor.
- D. The following schedule of monthly anticipated adverse weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Progress Schedule must reflect these anticipated adverse weather delays in all weather affected activities:
MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORK WEEK.

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
5	4	7	8	10	9	8	8	7	5	4	4

END OF SECTION 01010

SECTION 01019

SPECIAL PROVISIONS

1. GENERAL
Should conflict occur between these Special Provisions and the General Conditions, the requirements of the Special Provisions shall take precedence.
2. TIME OF CONSTRUCTION – PENALTY CLAUSE
 - a. Time of Construction - The Contractor will commence the work within ten (10) days after the Architect shall have given the Contractor written notice to commence construction to the satisfaction of the Owner within the time as stated on the Bid Form (completion date: June 30, 2027). The time for completion herein set forth shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, and direction by the Architect. It is impractical to perform any operation of construction and acts of omissions of the Owner with respect to matters for which Owner is solely responsible; provided, however, that no such extension of time for completion shall be granted the Contractor, unless within ten (10) days after the happening of any event relied upon by the Contractor for such extension of time, the Contractor shall have made a request, therefore, in writing to the Architect. Extended time will be submitted with pay request for Owner's approval.
 - b. Penalty Clause - The time of completion of the construction of the project is of the essence of this Contract. Should the Contractor neglect, refuse, or fail to complete the project (100%) within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided; the Owner shall have the right to deduct from and retain out of such money, which may then be due or which may become due and payable to the Contractor, the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every day that such construction is delayed in its completion beyond the specified time. If the amount due and to become due from the Contractor to the Owner is insufficient to pay in full any such penalties, the Contractor shall pay to the Owner the amount necessary to effect such payment in full; provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed. No award is given to the Contractor for early completion.
 - c. Joint Responsibility - The General Contractor and/or Subcontractors causing the delay in completion of the project shall be responsible for payment of the penalty. In no case shall the total penalty for all contracts exceed the sum of daily penalty multiplied by the number of days of delay in completion.
3. ALTERNATES - Refer to Alternate Schedule, Section 01030
 - a. Alternates specified are not a part of Base Bid, but are Alternates to same, their acceptance being at option of Owner.
4. CASH ALLOWANCES
 - a. Costs included in Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts, delivery to site, except those taxes saved by use of Owner's tax exemption.
 - b. Costs Not Included in the Allowance: Fees for overhead and profit, product handling at the site, including unloading, uncrating, and storage; protection of Products from elements and from damage and labor for installation and finishing.
 - c. Architect Responsibilities:
 1. Consult with Contractor in consideration and selection of Products, suppliers and installers.
 2. Select Products in consultation with Owner and transmit decision to Contractor.
 3. Prepare Proposal Requests and Change Orders.
 - d. Contractor Responsibilities:
 1. Assist Architect/Engineer in selection of Products, suppliers and installers.
 2. Obtain proposals from suppliers and installers and offer recommendations.
 3. On notification of selection by Architect, execute purchase agreement with designated supplier and installer.
 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 5. Promptly inspect Products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
 6. Product handling at the site, including unloading, uncrating and storage, protection of Products from elements and from damage and labor for installation and finishing.
 7. The Contractor shall include in his Bid all fees for all cash allowances.
 - e. Funds will be drawn from Cash Allowances only by written authorization from Owner (District).

- f. Cash Allowances:
1. Contingency Allowance – In addition to the specification sections listed above, include an allowance of \$10,000.00 in the general bid and contract amount to be included in the contractors base bid. This allowance shall be used at the sole discretion of the Architect and/or Owner specifically conditions discovered in the field or on site, the addition of labor, parts and/or materials required for timely completion in conjunction with the general scope of work.

5. ENUMERATION OF DRAWINGS AND SPECIFICATIONS

- a. Correlation. Accompanying these Specifications are the Drawings, which jointly with these Specifications, are intended to explain each other and describe and coordinate the work to be performed under the Contract.
- b. Verification of Documents. Before submitting his bid, each Bidder shall check his set(s) of Drawings and Specifications and advise the Architect if any sheets are missing.
- c. Specifications Explanations. For convenience of reference, the Specifications are separated into Titled Divisions and Sections. Such separation shall not, however, operate to make the Architect an arbiter to establish limits between the Contractor and Subcontractor or Sub-Subcontractor.
- d. Drawings. Refer to LIST OF DRAWINGS.
- e. Specifications. Refer to TABLE OF CONTENTS.

6. WARRANTIES

Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, all special warranties specified for materials, equipment and installation.

7. OPERATING INSTRUCTIONS

Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, one (1) 3-ring binder copy and one (1) electronic jump drive of manufacturer's operating instructions, one (1) complete set of shop drawings on each piece of equipment, and such framed instructions as instructed.

8. AS-BUILT DRAWINGS

Before being eligible for final payment, the Electrical and Mechanical Contractors shall prepare and deliver to Owner, through Architect, one (1) set of AS-BUILT DRAWINGS. These drawings may consist of marked-up prints, if the Contractor so chooses, but shall show the correct location of every item of equipment, piping, conduit, panel boards, ductwork, switches, valves, etc. If marked-up prints are used, they shall be new white prints.

9. CERTIFICATE OF COMPLIANCE

Upon completion of project, Contractor is to furnish written Certification to the Architect that he has complied with every paragraph of the Specifications and Drawings.

10. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

Upon completion of project, Contractor shall submit to Owner a signed Contractor's Affidavit of Release of Liens prior to final payment.

11. CONTRACTOR'S MONTHLY APPLICATION FOR PAYMENT FORM

Contractor's monthly Application for Payment shall be submitted as per General Conditions. AIA Document G702, Application and Certificate for Payment is approved and acceptable.

12. FILING AND RECORDING OF BONDS

In addition to furnishing the number of combination Performance Bond and Labor and Materials Payment Bond, and Statutory Bond, if required, the Contractor shall file copies of such bonds with Clerk of the District Court and furnish Architect with receipt furnished by Clerk of the District Court, covering charges for filing and recording of said bonds.

13. STATUTORY BONDS

In addition to furnishing the combination Performance and Labor and Materials Payment Bond specified in General Conditions, the Contractor shall furnish Statutory Bond in an amount not less than 100% of the Agreement in such numbers and form stated in Sample Copy bound in the Specifications. Statutory Bond shall be filed and recorded with Clerk of the District Court, as specified in Paragraph - FILING AND RECORDING OF BONDS.

14. DOCUMENTS FURNISHED CONTRACTORS

The General Contractor will be furnished, free of charge, the following working drawings and specifications, including modifications for construction of the project - 20 sets. The General Contractor will be responsible for distribution of these sets to the Subcontractors and suppliers. The Contractor shall pay the actual cost of reproduction and postage for all additional sets requested by him.

15. SALES TAX EXEMPTIONS

- a. Materials, labor and equipment incorporated into this project **are exempt** from the payment of sales tax under the laws of the State of Kansas and such sales tax **shall not be included in the Bid of the Bidder.**
- b. The Owner will provide the Contractor with a proper exemption certificate within twenty (20) days of the Contract date.
 - 1) Should the Owner fail to provide an exemption certificate within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate is provided.
 - 2) To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate within sixty (60) days or it shall be presumed that the project will proceed on a non-exempt basis, and the Contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
 - 3) Upon issuance of a proper exemption certificate to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate, and shall pay all costs of any legally assessed penalties relating to the Contractor's use of the exemption certificate.

END OF SECTION 01019

CONTRACTOR'S REQUEST FOR INFORMATION

TO: REQUEST FOR INFORMATION NO. _____
REQUESTED BY: _____
RESPONSE REQUIRED BY: _____

RE:

SPECIFICATION REFERENCE: _____
DRAWING REFERENCE: _____

SUBJECT: DISCREPANCY: _____ CLARIFICATION: _____ OTHER: _____

REQUEST:

SIGNED: _____ DATE: _____

ARCHITECT'S RESPONSE: This information is provided as an interpretation of the Contract Documents for implementation. It shall not be authorization for change to the Contract Sum or the Contract Completion Time. Should this information result in a claim for a change in the Contract Sum or Contract Completion Time, the Contractor shall notify the Architect within twenty (20) calendar days of receipt.

Response Distribution

Original - Contractor

cc: Salina Public School District

SIGNED: _____ DATE: _____

SUBSTITUTION REQUEST FORM

ONE ITEM PER FORM
FILL IN ALL BLANKS

Project: _____ Date: _____

We hereby submit for your review the following substitution for the following specified material for the above project:

<u>Section</u>	<u>Page</u>	<u>Paragraph</u>	<u>Specified Material</u>

PROPOSED SUBSTITUTION:

Attach complete technical data, including laboratory tests, if applicable. Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

- A. Does the Substitution effect dimensions shown on Drawings in any way?

- B. Will the undersigned pay for any changes to the building design, including engineering and detailing costs caused by the requested substitution?

- C. What effect does substitution have on schedule or other trades?

- D. What effect does substitution have on cost?

- E. Differences between proposed substitution and specified items are:
_____ Same _____ Different (Explain)

- F. Contractor represents that he has investigated the proposed product and determined that it meets or exceeds the quality of the specified product.

SUBMITTED BY:

_____ Accepted
_____ Not Accepted

_____ Accepted as Noted
_____ Received Too Late

(Firm)

(Address)

(By)

(Date)

(Telephone)

(Remarks)

(Signature)

FINAL LIEN WAIVER AND RELEASE

Reference that certain Agreement between _____, as Contractor, and _____ as Owner, dated _____, on the project known as _____ located at _____ for work to be performed by said Contractor.

Reference also that certain invoice of Contractor to said Owner in the Amount of \$ _____ for work, labor and materials installed in or furnished for said project by and through _____.

The receipt by Contractor of Owner's remittance for the amount said invoice, contingent upon the final clearance and payment of said remittance, shall constitute payment for the full contract amount, including change orders and all other claims or demands of any nature whatsoever which Contractor has or may have in connection with the Project or Contract referenced herein, of \$ _____, for which Contractor (a) agrees to and does hereby waive and release said property, project and the Owner and all bond or payment sureties and guarantors from; and (b) does hereby agree to protect, indemnify, defend and hold harmless said property, project, Owner, sureties and guarantors against;

- (1) any and all liens, statutory or otherwise, and
- (2) any or all obligations under any bond or guaranty for payment furnished by or to said Owner, whether pursuant to agreement or requirement of law, and
- (3) any and all other claims whatsoever, statutory or otherwise,

for any and all work, labor and materials furnished by or through said Contractor, its subcontractors and material suppliers for the entirety of said project.

The remittance of the Owner, identified as payment of said above invoice and endorsed by Contractor and marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that said invoice was paid and the payment thereof was received by the Contractor, and thereupon, this final lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt of the part of said Contractor.

Contractor does further warrant that Contractor has not and will not assign its claims for payment nor its right to perfect a lien against said property and project, and the undersigned representative of the contractor has the right to execute this waiver and release thereof.

The undersigned representative of Contractor does hereby certify under oath that he is fully authorized and empowered to execute this instrument for and in behalf of said Contractor and to bind them hereto and does in fact so execute this final lien release.

Dated this _____ day of _____, 20____.

Contractor: _____

By: _____

Title: _____

Subscribed and affirmed to before me, the undersigned Notary Public within and for the State of _____ and the County of _____, this _____ day of _____, 20____, in the City of _____.

Notary Public within and for said
County and State

SECTION 01030

ALTERNATES

A. GENERAL

- a. The General Contractor shall state in his Bid Form the amount of dollars to be ADDED or DEDUCTED from his Base Bid for the following Alternates.
- b. Alternates are not in order of acceptance.
- c. It shall be the responsibility of the General Contractor to advise all necessary personnel and suppliers as to the nature and extent of all Alternates selected by the Owner.

1. ALTERNATE NO. 1

The Contractor shall state the amount of dollars to be added to the Base Bid for all work, labor and materials, associated with the installation of hinged-panel dual glazing blind system at all new window units.

Add \$ _____

2. ALTERNATE NO. 2
(If added by Addendum)

Add / Deduct \$ _____

END OF SECTION 01030

SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within **three** days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. LEED requirements.
 - l. Preparation of Record Documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Construction waste management and recycling.
 - r. Parking availability.
 - s. Office, work, and storage areas.
 - t. Equipment deliveries and priorities.
 - u. First aid.

- v. Security.
 - w. Progress cleaning.
 - x. Working hours.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at **monthly** intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.

- 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Contractor shall record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: General Contractor shall conduct project coordination meetings with their subcontractors at **weekly** intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 3. Reporting: Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- 1.8 REQUESTS FOR INTERPRETATION (RFIs)
- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow **seven** working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 2. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within **seven** days if Contractor disagrees with response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 1 for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately on label or beside title block to record Contractor's review and approval markings and action taken by Architect
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.

- j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
 - 1. Transmittal Form: Use General Contractor's standard transmittal form
 - 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 - 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with Architect's and/or Consultant's stamp indicating approval action.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating review and approval by Architect and/or Consultant.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.

- k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
- 4. Submit Product Data before or concurrent with Samples.
- 5. Number of Copies: **Submit one (1) electronic copy of Product Data, unless otherwise indicated.**
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size (**For O&M Manuals Only**): Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 Number of Copies: **Submit one (1) electronic copy of each submittal.** Submit additional printed copies where copies are required for operation and maintenance manuals.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
 - 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 1.
- G. Submittals Schedule: Comply with requirements specified in Division 1.
- H. Application for Payment: Comply with requirements specified in Division 1.
- I. Schedule of Values: Comply with requirements specified in Division 1.
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Number of Copies: Submit two copies of subcontractor list, unless otherwise indicated.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 1
- B. Coordination Drawings: Comply with requirements specified in Division 1.
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form and indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1.
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form and indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form and indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1.
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Construction Photographs and Videotapes: Comply with requirements specified in Division 1.
- W. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.

END OF SECTION 01330

SECTION 01500

TEMPORARY FACILITIES

1. GENERAL
Should conflict occur between the Temporary Facilities and the General Conditions, the requirements of this Section take precedence.
2. TEMPORARY FIELD OFFICES (CONTRACTORS OPTION)
 - a. General Contractor shall provide and maintain in good condition, a painted weatherproof field office (adequate size trailer acceptable) for use of General Contractor and Architect's representative. Provide such building with heat, electric lights, telephone, locked doors, windows, table, and rack for Drawings. Building to remain property of General Contractor.
 - b. Electrical and Mechanical Subcontractors shall maintain similar field office as needed, meeting requirements of previous paragraph, except provisions for Architect's representative not needed.
3. TEMPORARY ENCLOSURES
General Contractor to provide:
 - a. Temporary weathertight enclosures for all exterior openings as soon as possible as walls are built to protect work from weather. Use plywood to provide secure condition until windows are installed.
4. TEMPORARY STORAGE
 - a. The Contractor shall provide and maintain on the premises watertight storage enclosures for storage of all materials which may be damaged by weather. These enclosures shall have floors raised above the ground.
5. TEMPORARY CONSTRUCTION ITEMS
General Contractor shall furnish necessary temporary stairs, chutes, runways, scaffolds, ladders, and hoist.
6. TEMPORARY TOILET ACCOMMODATIONS
 - a. The General Contractor shall provide for the use of all workmen, in accordance with local ordinances, ample temporary sanitary toilet accommodations and keep such clean and free from flies. Prior to completion of the Contract, all connections and appliances connected with same will be removed and the premises left perfectly clean.
7. TEMPORARY TELEPHONE
The General Contractor shall install, at their own expense, a job telephone, and shall pay for all local calls. All long distance calls shall be paid by party making the call.
8. LIGHT, POWER, AND GAS
 - a. Contractor may use existing service at Owner's expense.
 - b. Contractor shall provide all temporary connections, cords, etc., and shall remove same at completion of project.
 - c. Any damage resulting from improper connections or overload shall be repaired at the expense of the Contractor and in a manner acceptable to the Owner.
9. WATER
 - a. Contractor may use existing service at Owner's expense.
 - b. Contractor shall provide all temporary connections, hoses, etc., and shall remove same at completion of project.
 - c. Any damage resulting from improper connections shall be repaired at the expense of the Contractor and in a manner acceptable to the Owner.
10. CONSTRUCTION SITE FENCING
The contractor shall be responsible to install temporary barricades or snow fencing to close off the proposed construction area. Contractor shall maintain throughout the entirety of construction.
11. TRASH DUMPSTER(S)
Contractor shall provide dumpster(s) for construction debris.

END OF SECTION 01500

SECTION 01700

PROJECT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Related Documents
- B. Summary
- C. Completion of a Building and/or Phase
- D. Final Completion and Final Payment
- E. Record Document Submittals
- F. Starting Systems
- G. Operating and Maintenance Instructions
- H. Final Cleaning

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division - 1 Specification sections, apply to this section.

1.03 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
 - 6. Record vellum drawings.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 33.

1.04 SUBSTANTIAL COMPLETION

- A. Substantial completion
 - 1. The Contractor and each Subcontractor shall carefully and regularly check their work for conformance with the Contract Documents as the work is being done. Unsatisfactory work shall be corrected as the work progresses and not be permitted to remain and become a part of the Punch List.
 - 2. The Contractor shall conduct a pre-punch list inspection. The written pre-punch list shall be distributed to affected subcontractors, Architect and Owner's Representative. The Contractor shall advise the Architect in writing upon completion of the pre-punch list. This notification shall so serve to notify the Architect that the Work is ready for the punch list inspection.
 - 3. The Architect shall make arrangements for his Punch List Inspection at the earliest possible date following Contractor notification of completion of the pre-punch list. Transmittal of the Punch List to the Contractor shall set the date for a Re-inspection prior to issuance of a Certificate of Substantial Completion. Upon receipt of the Punch List, the Contractor shall within seven (7) days bring to the attention of the Architect in writing any questions that he or any of his Subcontractors may have concerning the requirements of the Punch List.
 - 4. When advised by the Contractor that the Punch List items have been completed, the Architect shall conduct a Re-inspection with the Contractor, any needed Subcontractors (and the Owner's Representative where applicable) to determine whether the Certificate of Substantial Completion can be issued. A Certificate of Substantial Completion will only be issued after Codes Administration authorities' document final approval of the building or phase. If the first re-inspection requested by the contractor and performed by the architect/engineer determines that punch list items remain incomplete, and the outstanding items have not been previously questioned by the contractor as required in Paragraph 3 above, then, all subsequent re-inspections by the architect will be paid for by the Contractor.
 - 5. When issued, the Certificate of Substantial Completion shall name the date, triggering the beginning of the warranty period (with any items to have a later starting date specifically noted). The Certificate shall also have attached to it the uncompleted Punch List items, and shall name the date for their Final Completion. The Certificate of Substantial Completion shall also state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, insurance, and building security.

6. Acknowledgment of the Date of Substantial Completion by the signature of all parties on the Certificate implies possession of the premises by the Owner, and completion of incomplete Punch List items by the Contractor and the Subcontractors, at the Owner's convenience. The Owner shall cooperate in permitting the Contractor access to the work for the completion of Punch List items.
7. A Certificate of Substantial Completion for the Work, or portion of Work, as applicable, will only be issued after the requirements for the demonstration and instruction of operation and maintenance procedures as defined elsewhere by the Contract Documents, to the Owner's personnel have been satisfied by the Contractor.

B. Final Completion

1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling Owner's unrestricted occupancy and use.
2. Submit maintenance manuals **(one 3-ring binder and one electronic copy on jump drive)**, tools, keys, spare parts, extra stock materials.
3. Complete instruction of Owner's operating personnel with start-up of all systems.
4. Complete final cleaning and remove temporary facilities.
(Final cleaning - at closeout time of each building, clean, reclean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, polish glass, clean exposed finishes, touch-up minor finish damage, clean or replace filters of mechanical systems, remove debris and broom clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures and replace burned-out/dimmed lamps, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Architect/Engineer.)
5. All punch list work must be completed, reviewed, and accepted by the Architect/Engineer.

1.05 FINAL COMPLETION AND FINAL PAYMENT

- A. Provide submittals to Architect that are required by governing or other authorities. Confirm that all submittals required by the construction documents have been transmitted.
- B. Final Completion: For the purpose of determining a date at which the project is finished, Final Completion may be defined to include, but is not limited to:
 1. Substantial Completion.
 2. Submission and acceptance by the Architect of Project Record Drawings.
 3. Operation and Maintenance Data (including all air and water balance reports). **One 3-ring binder and one electronic copy on jump drive.**
 4. All applicable Owner training sessions with meeting notes distributed (video tapes, if applicable).
 5. Final cleaning.
 6. Adjusting (hardware, HVAC, etc.).
 7. Warranties submitted by General Contractor and accepted by Architect.
 8. Spare parts and maintenance materials turned over to proper District personnel.
 9. All punch list work completed, reviewed, and accepted by the Architect.

All of the above items are as required by individual specification requirements as found in the Contract Documents. These individual requirements shall take precedence over this definition if any conflict should arise.
- C. Upon written notice by the Contractor that the Re-inspection Punch List items are completed, the Architect shall verify this by inspection and shall issue to the Owner a final Certificate of Payment stating that, to the best of their knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents, and that the entire balance found to be due the Contractor, and noted in said final Certificate of Payment, is due and payable. The Owner shall endeavor to make payments within thirty (30) days.

1.06 RECORD DOCUMENT SUBMITTAL

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: A set of blue- or black-line drawings of the original bidding documents will be provided by the Owner to the Contractor for the following use:
 1. If the Contractor elects to vary the work from the Contract Documents, and secures prior approval from the Architect, he shall record in a neat, readable manner, all such variances on the blue-or black-line drawings furnished.

2. For plumbing; heating; ventilating, and air-conditioning; electrical and fire protection work, Record Document Drawings shall be maintained by the Contractor as the work progresses and as follows:
 - a. All deviations from the sizes, locations, and from all other features of all installations showing the Contract Documents shall be recorded.
 - b. In addition it shall be possible, using these Drawings, to correctly and easily locate, identify and establish sizes of piping, direction, etc., as well as all other features of work which will be concealed.
 - 1) Locations of underground work shall be established by dimensions to column lines or walls, by locating all turns, etc., and by properly referenced centerline or invert elevations and rates of fall.
 - 2) For work concealed in the building, sufficient information shall be given so it can be located with reasonable accuracy and ease. In some cases this may be by dimension, in others, it may be sufficient to illustrate the work on the drawings in relation to the spaces in the building near which it was actually installed. Architect's decision in this matter shall be final.
3. Blue- or Black-Line Record Document Drawings shall be kept up-to-date during the entire course of the work and shall be available upon request for examination by the Architect, and, when necessary, to establish clearances for other parts of the Work.
4. The following requirements apply to all Record Document Drawings:
 - a. They shall be maintained at the Contractor's expense.
 - b. All such Drawings shall be done carefully and neatly by a competent draftsman and in an approved form.
 - c. Additional drawings shall be provided as necessary for clarification.
 - d. The Record Document Drawings (both blue- or black-line and reproducible) shall be returned to the Architect upon completion of the work and are subject to the approval of the Architect.
 - e. Delete Architect title block and seal from Record Document Drawings.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
 1. Legibly mark and record at each Product section description of actual Products installed, including the following:
 - a. Manufacturer's product name and product model number.
 - b. Product substitutions or alternates utilized.
 - c. Changes made by Addenda and Modifications.
 2. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
 3. Record Project Manual shall be maintained at the Contractor's expense.
 4. Record Project Manual shall be maintained in a neat, readable manner. Contract work variations shall be recorded in the correct corresponding Technical Section of the Project Manual.
 5. Delete Architect seal from Record Project Manual.
- D. Record Shop Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Shop Drawings as finally approved. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark drawings accurately; record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record shop drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- E. Record Product Data: maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.

1. Upon completion of mark-ups, submit complete set of record Product Data to the Architect for the Owner's records.
- F. Record Documents and Shop Drawings: Contractor to supply one complete set of approved shop drawings. Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to fine (main) floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenance, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenance concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract Drawings.
- G. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Architect and the Owner's personnel to determine which of the submitted samples that have been maintained during progress of the Work or to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- H. Miscellaneous Record Submittal: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittal in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.
- I. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Submit three sets prior to final inspection. Bind properly indexed data in individual heavy-duty 3-inch, 3-ring vinyl-covered binders, 8-1/2 x 11 inch text page format, with pocket folders for folded sheet information. Also provide one (1) cd.
 1. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
 2. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
 3. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified.
 4. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers where they can be reached for emergency service at all times, including nights, weekends, and holidays.
 5. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
 - g. Emergency instructions.
 - h. Spare parts list.
 - i. Wiring diagrams.
 - j. Recommended "turn around" cycles.
 - k. Inspection procedures.
 6. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.
 7. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Architect comments. Revise content of documents as required prior to final submittal.
 8. Submit final volumes revised, within ten days after final inspection.
- J. Record reproducible vellum drawings. Contractor shall submit 1 copy of all record contract drawings to the Owner in the form of reproducible vellum sheets.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 STARTING SYSTEMS

- A. Coordinate schedule of start-up of various equipment and systems.
- B. Notify Architect, Owner, and Program Manager seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible manufacturer's representative (Contractors' personnel) in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

3.02 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. General: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacture's representatives. Include a detailed review of the following items:
 - 1. Maintenance manuals.
 - 2. Record documents.
 - 3. Spare parts and materials.
 - 4. Tools.
 - 5. Lubricants.
 - 6. Fuels.
 - 7. Identification systems.
 - 8. Control sequences.
 - 9. Hazards.
 - 10. Cleaning.
 - 11. Warranties and bonds.
 - 12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
 - 1. Start-up.
 - 2. Shutdown.
 - 3. Emergency operations.
 - 4. Noise and vibration adjustments.
 - 5. Safety procedures.
 - 6. Economy and efficiency adjustments.
 - 7. Effective energy utilization.

3.03 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Provisions and Covenants and included in Division 1 Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finished to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or place excess materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01700

SECTION 01731
CUTTING AND PATCHING

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
 - A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.2 SUMMARY
 - A. This Section includes procedural requirements for cutting and patching.
- 1.3 QUALITY ASSURANCE
 - A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Electrical wiring systems.
 - C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.
 - 6. Noise- and vibration-control elements and systems.
 - D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

- 2.1 MATERIALS
 - A. General: Comply with requirements specified in other Sections.

PART 3 - EXECUTION

- 3.1 EXAMINATION
 - A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731

SECTION 01732

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected site elements.

1.2 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

1.3 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials:
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.

2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Reinstalled Items:
 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.

2. Protect items from damage during transport and storage.
 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
- F. Roofing: Remove no more existing roofing than can be covered in one day by new roofing and so that building interior remains watertight and weathertight.
 1. Remove existing roof membrane, flashings, copings, and roof accessories.
 2. Remove existing roofing system down to substrate.
- G. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site, and legally dispose of them in an EPA-approved landfill.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 01732

SECTION 06112

SHEATHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Gypsum wall sheathing.

1.02 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of the General Requirements.
- B. Protect sheathing from warping or other distortion by stacking.

PART 2 PRODUCTS

2.01 SHEATHING MATERIALS

- A. Gypsum Wall Sheathing (where designated): Fire resistant, 5/8 inch, glass mat, Type "x" core.
 - 1. Manufacturer – Georgia Pacific Dens Glass Gold.

2.02 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing, and galvanized.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.
- B. Sill Gasket on Top of Foundation Wall: All as approved by Architect.
- C. Vapor Barrier at Walls: Reference Spec Section 07241.

PART 3 EXECUTION

3.01 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Place horizontal members flat, crown side up.
- D. Construct load bearing framing and curb members full length without splices.

3.02 SHEATHING

- A. Secure wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered.
- B. Place vapor barrier over wall sheathing per eifs manufacturer recommendations.

3.03 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/4 inch in 10 feet maximum, and 1/2 inch maximum in 30 feet.

END OF SECTION 06112

SECTION 06114

WOOD BLOCKING AND CURBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Blocking in wall openings.
- B. Wood furring and grounds.
- C. Concealed wood blocking for support of wall cabinets, and wood trim.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Miscellaneous Blocking: Minimum stud grade, fire retardant treated.

2.02 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Fasteners: Hot-dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.

PART 3 EXECUTION

3.01 BLOCKING

- A. Set members level and plumb, in correct position.
- B. Place horizontal members flat, crown side up.

END OF SECTION 06114

SECTION 07213

BATT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Batt insulation at exterior walls.
- B. Batt insulation for filling perimeter window and door shim spaces, crevices in exterior wall and roof.
- C. Vapor retarder.

1.02 REFERENCES

- A. ASTM C665 - Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- B. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- C. ASTM E136

1.03 SYSTEM DESCRIPTION

- A. Materials of This Section: Provide continuity of thermal barrier at building enclosure.

1.04 COORDINATION

- A. Coordinate the work with all related Sections for installation of vapor retarder and other forms of insulation.

PART 2 PRODUCTS

2.01 MANUFACTURERS - INSULATION MATERIALS

- A. OWENS-CORNING FIBERGLASS Product - thermal batt insulation.
 - 1. Batt insulation.
 - 2. Flame Spread 25, smoke developed 50, Fiberglass insulation and Facing
- B. Substitutions: Under provisions of the General Requirements.

2.02 MATERIALS

- A. Batt Insulation: ASTM C665; preformed glass fiber batts; loose laid and taped, conforming to the following:
 - 1. Thermal Resistance: R-19 at walls.
 - 2. Batt Size and Facing: 6" FSK (foil-faced) at exterior walls. Reference drawings for further clarification.
- B. Tape: Self-adhering type as recommended by the manufacturer, mesh reinforced, 2 inches wide.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify site conditions.
- B. Verify that substrate, adjacent materials, and insulation are dry and ready to be installed.

3.02 INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- C. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation.
- D. Install with applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane, caulk, or tape.
- E. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.

END OF SECTION 07213

SECTION 07241

EXTERIOR INSULATION AND FINISH SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior Insulation and Finish System (EIFS) with Moisture Drainage and an air and water-resistive barrier.

1.02 RELATED REQUIREMENTS

- A. 06112 Sheathing

1.03 REFERENCES

- A. ASTM C578 – Preformed Cellular Polystyrene Thermal Insulation.
- B. ASTM D2842 – Water Absorption of rigid Cellular Plastics.
- C. ASTM E84 – Test Method for Surface Burning Characteristics of Building Materials.
- D. EIMA Class PB(Exterior Insulation Manufacturers Association) – Guideline Specification for Exterior Insulation and Finish.

1.04 SUBMITTALS

- A. Submit under provisions of General Requirements.
- B. Shop Drawings: Indicate wall joint patterns, joint details, and molding profiles.
- C. Product Data: Provide data on system materials, product characteristics, performance criteria, and limitations.
- D. Samples: Submit one 4 x 4-inch size sample illustrating coating texture range for selection.
- E. Manufacturer's Installation Instructions: Indicate preparation required, installation techniques, and jointing requirements.

1.05 QUALIFICATIONS

- A. Applicator: Company specializing in performing the work of this section with minimum of 5 years' documented experience and approved by manufacturer.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver all Exterior Insulation and Finish System components and materials to the job site in the original, unopened packages with labels intact.
- B. Inspect all Exterior Insulation and Finish System components and materials upon arrival for physical damage, freezing or overheating. Do not use questionable materials.
- C. Store all Exterior Insulation and Finish System components and materials at the jobsite in a cool, dry location, out of direct sunlight, protected from weather and other sources of damage. Maintain minimum and maximum storage temperature as stated in the product data sheets or specifications for the materials selected.
- D. Protect all products from inclement weather and direct sunlight.

1.07 SITE CONDITIONS

- A. Ambient Conditions:
 - 1. Do not apply wet materials during inclement weather unless appropriate protection is provided. Protect materials from inclement weather until they are completely dry.
 - 2. Verify the minimum air and wall surface temperatures at the time of application as stated in the product data sheets or specifications for the materials selected.
 - 3. Maintain these temperatures with adequate air ventilation and circulation for a minimum of 24 hours (48 hours for Weatherlastic Finishes, Ameristone, TerraNeo and Limestone) thereafter, or until the products are completely dry.

1.08 WARRANTIES

- A. Contractor, installer, and manufacturer shall warranty installed system for a period of 10 years beginning from the Date of Substantial Completion against all of the conditions indicated below. When notified in writing from the Owner, Contractor, installer, and manufacturer shall promptly, and without inconvenience and cost to the Owner, correct said deficiencies in accordance with the requirements of the General Conditions of the Contract for Construction, Paragraph 12.2.
 - 1. Faulty material and workmanship.
 - 2. Water infiltration.
 - 3. Peeling, cracking, flaking, chipping, discoloration, or excessive fading of finish coating.
 - 4. Failure of bond to substrate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. **DRYVIT Systems, Outsulation Plus MD with Panzer 15 reinforcing mesh.**
 - 1. **Color to be selected by owner at later date.**
- B. Substitutions: **No Substitutions Allowed.**

2.02 DESCRIPTION

- A. System Description:
 - 1. The Dryvit Outsulation Plus MD System is an Exterior Insulation and Finish System (EIFS) with Moisture Drainage; consisting of:
 - a. A fluid-applied air/water-resistive barrier.
 - b. Adhesive – installed in vertical ribbons to facilitate egress of incidental moisture.
 - c. Expanded Polystyrene (EPS) insulation board.
 - d. Base Coat.
 - e. Reinforcing Mesh.
 - f. Finish Coat.
- B. Materials:
 - 1. Air and Water-Resistive Barrier.
 - a. Dryvit Backstop® NT™ fluid-applied noncementitious air/water-resistive barrier.
 - b. Dryvit Grid Tape™ open weave fiberglass mesh tape with pressure-sensitive adhesive available in rolls 102 mm (4 in) wide by 91 m (100 yds) long.
 - c. Dryvit Backstop® DMS sprayable single step air/water-resistive barrier and adhesive.
 - 2. Flashing:
 - a. AquaFlash® fluid-applied water-based polymer coating.
 - b. AquaFlash polyester reinforcing mesh.
 - c. Dryvit Flashing Tape™ rubberized asphalt adhesive available in rolls 102 mm (4 in), 152 mm (6 in), and 229 mm (9 in) wide by 23 m (75 ft) long.
 - d. Dryvit Flashing Tape Surface Conditioner™ water-based surface conditioner and adhesion promoter.
 - 3. Drainage
 - a. Drainage Track UV treated PVC “J” channel perforated with weep holes, complying with ASTM D 1784 and ASTM C 1063.
 - b. Acceptable manufacturers of drainage tract.
 - 1) Starter Trac STWP – without drip edge by Plastic Components, Inc.
 - 2) Starter Trac STDE – with drip edge by Plastic Components, Inc.
 - 3) Universal Starter Track by Wind-lock Corporation
 - 4) Sloped Starter Strip with Drip by Vinyl Corp.
 - c. Dryvit Drainage Strip™ corrugated plastic strip.
 - d. Dryvit AP Adhesive™ urethane-based adhesive used to attach Drainage Track and Dryvit Drainage Strip to the sheathing.
 - 4. Adhesives
 - a. Liquid polymer-based adhesive field mixed with Portland cement.
 - 1) Dryvit Primus®
 - 2) Dryvit Genesis®
 - b. Ready mixed dry blend cementitious, copolymer-based adhesive field mixed with water.
 - 1) Dryvit Primus® DM
 - 2) Dryvit Genesis® DM
 - 3) Dryvit Genesis® DMS
 - 4) Rapidry DM™ 35-50
 - 5) Rapidry DM™ 50-75
 - 5. Insulation Board:
 - a. Expanded Polystyrene, two inches thick, meeting Dryvit Specification DS131 and ASTM E 2430.
 - 6. Base Coat:
 - a. Liquid polymer-based adhesive field mixed with Portland cement.
 - 1) Dryvit Primus
 - 2) Dryvit Genesis

- b. Ready mixed dry blend cementitious, copolymer-based adhesive field mixed with water.
 - 1) Dryvit Primus DM
 - 2) Dryvit Genesis DM
 - 3) Dryvit Genesis DMS
 - 4) Rapidry DM 35-50
 - 5) Rapidry DM 50-75
7. Reinforcing Mesh
 - a. Open-weave, glass fiber fabric treated for compatibility with other system materials. **Panzer 15.**

Reinforcing Mesh ¹ Weight g/m ² (oz/yd)	Minimum Tensile Strength	EIMA Impact Classification	EIMA Impact Range Joules (in-lbs)		Impact Test Results Joules (in-lbs)	
Panzer® 15* - 509 (15)	71 g/cm (400 lbs/in)	Ultra High	>17	(>150)	18	(162)
Detail Mesh® Short Rolls – 146 (4.3)	27 g/cm (150 lbs/in)	n/a	n/a	n/a	n/a	n/a
Corner Mesh™ - 244 (7.2)	49 g/cm (274 lbs/in)	n/a	n/a	n/a	n/a	n/a
*Used in conjunction with Standard Mesh (recommended for areas exposed to high traffic). 1. Colored blue for product identification bearing the Dryvit logo.						

8. Finish:
 - a. Water-based, acrylic coating with integral color and texture, formulated with Dirt Pickup Resistance (DPR) chemistry
 - 1) **Texture shall be:**
 - a) **Sandpebble® Fine – fine pebble texture**
9. Coating, Primers, and Sealants:
 - a. Demandit
 - b. HDP Paint
 - c. Weatherlastic® Smooth
 - d. Tuscan Glaze™
 - e. Revyvit
 - f. Color Prime
 - g. Prymit®
 - h. SealClear™
- C. Jobsite-Mixed Materials:
 1. Portland cement: Verify is Type I or II, meeting ASTM C 150, white or gray in color, fresh and free of lumps.
 2. Water: Verify is clean and free of foreign matter.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions:
 1. Verify access to electric power, clean water and a clean work area at the location where the Dryvit materials are to be applied.
 2. Verify that wall surface on which Exterior Insulation and Finish System is to be installed is a manufacturer-approved substrate:
 - a. Exterior fiber reinforced cement or calcium silicate boards, 1/4" USG, Durock. Joints shall receive mesh and latex fortified mortar.
 3. Verify the deflection of the substrate does not exceed 1/240 times the span.
 4. Verify substrate is flat within 6.4 mm (1/4 in) in a 1.2 m (4 ft) radius.
 5. Verify substrate is sound, dry, connections are tight; has no surface voids, projections, or other conditions that may interfere with the Exterior Insulation and Finish System installation or performance.
 6. Verify the slope of inclined surfaces are not less than 6:12 (27°), and the length of the slope does not exceed 305 mm (12 in).
 7. Verify metal roof flashings have been installed in accordance with Sheet Metal and Air Conditioning Contractors National Association (SMACNA) standards.
 8. Verify all rough openings are flashed in accordance with the Exterior Insulation and Finish System manufacturer's installation details, or as otherwise necessary to prevent water penetration. Verify chimneys, balconies and decks have been properly flashed as necessary to prevent water penetration.
 9. Verify windows and doors are installed and flashed per manufacturer's requirements and installation details.
 10. Notify general contractor of all discrepancies prior to the installation of the Exterior Insulation and Finish System.

11. Verify that expansion joints are installed:
 - a. Where expansion joints occur in the substrate system.
 - b. Where building expansion joints occur.
 - c. At floor lines of non-wood framed buildings where significant movement is expected.
 - d. Where the Exterior Insulation and Finish System abuts dissimilar materials.
 - e. Where the substrate type changes.
 - f. Where prefabricated panels abut one another.
 - g. In continuous elevations at intervals not exceeding 23 m (75 ft).
 - h. Where significant structural movement occurs, such as changes in roof line, building shape or structural system.

3.02 PREPARATION

- A. Protect the Exterior Insulation and Finish System materials by permanent or temporary means from inclement weather and other sources of damage prior to, during, and following application until completely dry.
- B. Protect adjoining work and property during installation of the Exterior Insulation and Finish System.
- C. Prepare the substrate to be free of foreign materials, such as oil, dust, dirt, form-release agents, efflorescence, paint, wax, water repellants, moisture, frost, and any other condition that may inhibit adhesion.

3.03 INSTALLATION OF EPS INSULATION BOARD

- A. EPS must be obtained from an approved board supplier
- B. EPS must be manufactured in accordance with DS131
- C. Application
 1. Due to high stress at board joints and difficulty of maintaining dimensional tolerances in thicker slabs, the EPS shall be installed in layers.
 2. Total 2" thickness.
 3. Vertical and horizontal board joints must be offset a minimum of 8".
 4. The base layer of EPS shall be applied to the substrate or water resistive barrier coating with the Dryvit adhesive specified for the system.
 5. Allow adhesive to cure for 24 hours and then apply 2nd layer using the Dryvit adhesive specified for the system (ADEPS is not acceptable to use as an adhesive in this application).
 6. Continue application procedure in accordance with the appropriate application instructions for the specified system.
 - a. Panzer Reinforcing Mesh shall be applied as the minimum.

3.04 INSTALLATION OF EIFS SYSTEM

- A. Install the system in accordance with Dryvit Outsulation Plus MD System Application Instructions.
- B. Apply base coat sufficient to fully embed the mesh. The recommended method is to apply the base coat in two (2) passes.
- C. Apply sealant only to base coat treated with Dryvit Demandit or Color Prime coating.
- D. Install high impact mesh as specified at ground level, high traffic areas and other areas exposed to or susceptible to impact damage as designated on contract drawings.

3.05 SITE QUALITY CONTROL

- A. Exterior Insulation and Finish System manufacturer assumes no responsibility for on-site inspections or application of its products.
- B. EIFS sub-contractor to certify in writing the quality of work performed relative to the substrate system, details, installation procedures, and as to the specific products used.
- C. EPS supplier, if requested, to certify in writing that the EPS meets the Exterior Insulation and Finish System manufacturer's specifications.
- D. The sealant contractor, if requested, to certify in writing that the sealant application is in accordance with the sealant manufacturer's and the Exterior Insulation and Finish System manufacturer's recommendations.

3.06 CLEANING

- A. Remove all excess Exterior Insulation and Finish System materials from the job site by the contractor in accordance with contract provisions and as required by applicable law.
- B. Leave all surrounding areas, where the Exterior Insulation and Finish System has been applied, free of debris and foreign substances resulting from the EIFS sub-contractor's work.

END OF SECTION 07241

SECTION 07620

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cap and sill flashings.
- B. Miscellaneous flashings and closure pieces.

1.02 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA standard details and requirements.

1.04 QUALIFICATIONS

- A. Fabricator and Installer: Company specializing in sheet metal flashing work with three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of the General Requirements.
- B. Stack preformed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Coated Galvanized Steel: ASTM A446, Grade A, G90 zinc coating; 20 gage core steel, unless noted otherwise, exposed flashings shall be shop prefinished with KYNAR coating of color as selected.

2.02 ACCESSORIES

- A. Fasteners: Galvanized steel with soft neoprene washers.
- B. Underlayment: ASTM D2178, No. 15 asphalt saturated roofing felt.
- C. Slip Sheet: Rosin sized building paper.
- D. Primer: Zinc chromate type.
- E. Sealant: Polyurethane type, specified in Section 07900.
- F. Bedding Compound: Rubber-asphalt type.
- G. Plastic Cement: ASTM D4586, Type II.
- H. Reglets: Recessed type, galvanized steel; face and ends covered with plastic tape.
- I. Gutter and Downspout Anchorage Devices: SMACNA requirements. Type recommended by fabricator.

2.04 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of metal, same material as sheet, interlockable with sheet.
- C. Form pieces in longest possible lengths. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam and/or solder for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches over roofing. Return and brake edges.

2.05 FINISH

- A. Exposed metal shall pre-finished with Kynar finish color to be selected.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels. Seal top of reglets with sealant.
- B. Paint all contact between aluminum and steel with one coat asphaltum paint typical.

3.03 INSTALLATION

- A. Conform to drawing details included in the SMACNA manual unless otherwise indicated on the drawings.
- B. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight. Secure gutters and downspouts in place using fasteners. Set splash pans under downspouts. Seal metal joints watertight.

END OF SECTION 07620

SECTION 07900

JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparing substrate surfaces.
- B. Sealant and joint backing.

1.02 QUALITY ASSURANCE

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform acoustical sealant application work in accordance with ASTM C919.

1.03 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum years documented experience.

1.05 WARRANTY

- A. Provide five year warranty.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve air tight seal, water tight seal, and exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Exterior vertical joints shall be filled with a one-part nonacid-curing silicone sealant. Sealant shall be Type S, Grade NS, Class 25, and providing 35% movement in both extension and compression for a total of 70% movement.
 - 1. Acceptable products are as follows:
 - a. "Chem-Calk Ncure 2000"; Bostik Construction Products Div.
 - b. "Dow Corning 790"; Dow Corning Corp.
 - c. "Silglaze N SCS 2501"; General Electric Co.
 - d. "Silpruf SCS 2000"; General Electric Co.
 - e. "864"; Pecora Corp.
 - f. "Rhodorsil 5C"; Rhone-Poulenc Inc.
 - g. "Spectrum 1"; Tremco, Inc.
- B. Interior joints in toilet rooms, showers, janitor closets, and other similar locations shall be sealed with a one-part, mildew-resistant, silicone sealant. Sealant shall be type S, Grade NS, class 25 formulated with fungicide and intended for sealing interior joints with nonporous substrates and subject to in-service exposure to conditions of high humidity and temperature extremes.
 - 1. Acceptable products are as follows:
 - a. "Dow Corning 786"; Dow Corning Corp.
 - b. "SCS 1702 Sanitary"; General Electric Co.
 - c. "863 #345 White"; Pecora Corp.
 - d. "Rhodorsil 6B White"; Rhone-Poulenc Inc.
 - e. "Proglaze White"; Tremco Corp.
 - f. "OmniPlus"; Sonneborn Building Products Div.
- C. Interior joints in locations other than those otherwise specified, including at where new and existing windows meet other materials, shall be sealed with manufacturer's standard, one part, nonsag, mildew-resistant, acrylic-emulsion sealant complying with ASTM C 834, formulated to be paintable and recommended for exposed applications on interior and on protect exterior locations involving joint movement of not more than plus or minus 5%.
 - 1. Acceptable products are as follows:
 - a. "Chem-Calk 600"; Bostik Construction Products Div.
 - b. "AC-20"; Pecora Corp.
 - c. "Sonolac"; Sonneborn Building Products Div.; Rexnord Chem.

- D. At all sealant locations in fire rated assemblies provide manufacturer's standard fire-stopping sealant, with accessory materials, having fire-resistance ratings indicated as established by testing identical assemblies per ASTM E 814 by Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction.

- 1. Acceptable products are as follows:

- a. "Dow Corning Fire Stop Foam"; Dow Corning Corp.
- b. "Pensil 851"; General Electric Co.
- c. "Fire Barrier CP-25 & 303"; 3M.

- 2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: ASTM D1056; round, closed or open cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

- 3.01 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

- 3.02 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

- 3.03 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required 2:1 width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

- 3.04 SCHEDULE

- A. Interior: Caulk around all frames, windows, doors, openings, trim, etc., as required to seal or fill gaps, cracks, to make material transitions watertight and/or visually tight and finished.
- B. Exterior: Caulk around all frames, windows, doors, openings, trim, material transitions etc., as required to seal or fill gaps, cracks, to make material transitions watertight and/or visually tight finished.

END OF SECTION 07900

SECTION 08520

ALUMINUM WINDOWS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Extruded aluminum fixed windows; glass, shop glazed; end dams, panning, subframes, sill extensions and receptor systems.
- B. Alternate Bid for hinged-panel dual glazing blind system.**
- C. Perimeter sealant.

1.02 SYSTEM DESCRIPTION

- A. Windows: Tubular aluminum sections, shop fabricated, factory prefinished, vision glass, related flashings, anchorage and attachment devices.
- B. Configuration: Casement and fixed; all with manufacturer's standard panning and receptor systems.

1.03 PERFORMANCE REQUIREMENTS

- A. Design and size components to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of wall as measured in accordance with ASTM E330.
- B. Limit member deflection to 1/200; with full recovery of glazing materials.
- C. System to accommodate, without damage to components or deterioration of seals, movement between window and perimeter framing, deflection of lintel.
- D. Limit air leakage through assembly to 0.10 cfm/min/sq. ft. of wall area, measured at a reference differential pressure across assembly of 6 psf as measured in accordance with ASTM E283.
- E. Water Leakage: None, when measured in accordance with ASTM E331 with a test pressure difference of 9 lb./sq. ft.
- F. Maintain continuous air and vapor barrier throughout assembly, primarily in line with inside pane of glass and heel bead of glazing compound.
- G. Drain water entering joints, condensation occurring in glazing channels, or migrating moisture occurring within system, to the exterior by a weep drainage network.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related work; installation requirements.
- B. Product Data: Provide component dimensions, anchorage and fasteners, glass, internal drainage details.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect prefinished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings which bond when exposed to sunlight or weather.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Do not install sealants when ambient temperature is less than 40 degrees F.
- B. Maintain this minimum temperature during and after installation of sealants.

1.07 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. MANCO Product
 - 1. 4032xpt Series fixed windows. **Windows shall have subframes/receptors, panning, sill extensions, snap trim and end dams.**
- B. Substitutions: Submit for approval under provisions of the General Requirements.

2.02 MATERIALS

- A. Extruded Aluminum: ASTM B221; 6063 alloy, T5 temper. Color: **Dark Bronze.**

2.03 GLASS AND GLAZING MATERIALS

- A. Insulated Glass Units (Type IG): ASTM E774 and E773; double pane with edge seal; outer pane of 1/4 inch clear tempered float glass with PPG Solarban70 #2 surface (Low-E), 1/2" air space with 90% Argon gas fill, inner pane of 1/4 inch clear tempered float glass.
 - 1. IG Performance Requirements:
 - a. Light transmittance – 64%
 - b. U-value – Summer - .24
 - c. Solar heat gain coefficient - .27

2.04 SEALANT MATERIALS

- A. Sealant and Backing Materials: As specified in Section 07900.

2.05 FABRICATION

- A. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
- B. Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.
- C. Prepare components to receive anchor devices. Fabricate anchors.
- D. Arrange fasteners and attachments to ensure concealment from view.
- E. Prepare components with internal reinforcement for operating hardware.
- F. Provide internal reinforcement in mullions with galvanized steel members to maintain rigidity.
- G. Permit internal drainage weep holes and channels to migrate moisture to exterior. Provide internal drainage of glazing spaces to exterior through weep holes.

2.06 FINISHES

- A. Comply with NAAMM "Metal Finishes Manual" for recommendations relative to applying and designating finishes.
- B. Finish designations prefixed by AA conform to the system established by the Aluminum Association for designating aluminum finishes.
- C. Finish:
 - 1. High-performance Organic Coating Finish: AA-M12-C42-R1X (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid chromate-fluoride-phosphate conversion coating; organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's instructions.
 - a. Fluoropolymer 2-Coat Coating System: Kynar 500/Hylar 500 Fluoropon, 2-coat thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605
 - b. Color: **Dark Bronze.**

2.07 WINDOW BLIND SYSTEM - ALTERNATE #1

- A. **Hinged-panel dual glazing blind system at all new windows per Manko.**

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install window frames, glass and glazing and hardware in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances, aligning with adjacent work.
- D. Install sill and sill end dams (i.e. Standard panning system).
- E. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- F. Coordinate attachment and seal of perimeter air and vapor barrier materials.
- G. Install operating hardware.

3.02 TOLERANCES

- A. Maximum Variation from Level or Plumb: 0.06 inch every 3 ft non-cumulative or 0.5 inch per 100 ft., whichever is less.

3.03 ADJUSTING

- A. Adjust operating hardware for smooth operation.

3.04 CLEANING

- A. Remove protective material from prefinished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.
- D. Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manuf.

END OF SECTION 08520

SECTION 09111

METAL STUD FRAMING SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formed metal stud framing at exterior locations.
- B. Framing accessories.

1.02 RELATED SECTIONS

- A. Section 06112 - Sheathing.
- B. Section 06114 - Wood Blocking and Curbing: Wood blocking within stud framing.
- C. Section 07213 - Batt and Blanket Insulation: Insulation within framing members.
- D. Section 07900 - Joint Sealers.
- E. Section 09260 - Gypsum Board Systems: Metal studs for partitioning.

1.03 SYSTEM DESCRIPTION

- A. Metal stud framing system for exterior wall infill, with exterior sheathing, batt insulation and gypsum board as indicated..
- B. Design and size components to withstand dead and live loads caused by pressure and suction of wind acting normal to plane of wall as calculated in accordance with code.
- C. Maximum Allowable Deflection: 1/360 span at exterior walls.

1.04 QUALIFICATIONS

- A. Installer: Company specializing in performing the work of this section with minimum 3 years' experience.

1.05 COORDINATION

- A. Coordinate with the placement of components within the stud framing system.

PART 2 PRODUCTS

2.01 STUD FRAMING MATERIALS

- A. Studs: non-load bearing rolled steel, channel shaped, punched for utility access, as indicated on the drawings.
 - 1. Depth: 6 inches.
 - 2. Thickness: 20 gage non-structural.
- B. Runners: Of same material and thickness as studs, bent leg retainer notched to receive studs with provision for crimp locking to stud. Ceiling Runners: With extended leg retainer.
- C. Furring and Bracing Members: Of same material as studs; thickness to suit purpose.
- D. Fasteners: Self drilling, self tapping screws.
- E. Sheet Metal Backing: 20 gage galvanized steel as required for reinforcement.
- F. Anchorage Devices: Power actuated, drilled expansion bolts, screws with sleeves as required for application.

2.02 FABRICATION

- A. Fabricate assemblies of framed sections to sizes and profiles required; with framing members fitted, reinforced, and braced to suit design requirements.
- B. Fit and assemble in largest practical sections for delivery to site, ready for installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that conditions are ready to receive work.
- B. Verify that rough-in utilities are in proper location.

3.02 ERECTION

- A. Align and secure top and bottom runners at 24 inches oc.
- B. Fit runners under and above openings; secure intermediate studs to same spacing as wall studs.
- C. Install studs vertically at 12 and 16 inches as indicated oc.
- D. Align stud web openings horizontally.
- E. Secure studs to tracks using fastener method. Do not weld.
- F. Stud splicing not permissible.
- G. Fabricate corners using a minimum of three studs.
- H. Double stud at wall openings, door and window jambs, not more than 2 inches (50 mm) from each side of openings.
- I. Brace stud framing system rigid. Stud profile and size shall be as required for wall height and bracing limitations. **Interior walls shall meet the IBC 2018 requirement for minimum 5 psf horizontal loading.** Installation, bracing, stiffening, of all stud wall systems shall be as required by stud manufacturer's published and/or specifically engineered data. Acoustical ceilings are not an approved method of bracing.
- J. Coordinate erection of studs with requirements of door frames, window frames; install supports and attachments.
- K. Coordinate installation of wood bucks, anchors, and wood blocking with electrical and mechanical work to be placed within or behind stud framing.
- L. Blocking: Secure wood blocking to studs. Secure steel channels to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories and hardware.
- M. Refer to Drawings for indication of partitions extend stud framing through the ceiling to the structure above. Maintain clearance under structural building members to avoid deflection transfer to studs. Provide extended leg ceiling runners.
- N. Coordinate placement of insulation in stud spaces made inaccessible after stud framing erection.

3.03 ERECTION TOLERANCES

- A. Maximum Variation From True Position: 1/8 inch.
- B. Maximum Variation of any Member from Plane: 1/8 inch.
- C. Maximum Variation From Plumb: 1/8 inch.

END OF SECTION 09111

SECTION 09260

GYPSUM BOARD SYSTEMS

PART 1 GENERAL

- 1.01 SECTION INCLUDES
 - A. Metal stud wall framing.
 - B. Acoustical insulation.
 - C. Gypsum board.
 - D. Waterproof cement board.
 - E. Taped and sanded joint treatment, **Level 5 finish**.
- 1.02 REFERENCES
 - A. ASTM C36 - Gypsum Wallboard.
 - B. ASTM C475 - Joint Treatment Materials for Gypsum Wallboard Construction.
 - C. ASTM C630 - Water Resistant Gypsum Backing Board.

PART 2 PRODUCTS

- 2.01 MANUFACTURERS - GYPSUM BOARD SYSTEM
 - A. National Gypsum Company.
 - B. Other acceptable manufacturers offering equivalent products.
 - C. Substitutions: Under provisions of the General Requirements.
- 2.02 FRAMING MATERIALS
 - A. Reference Section 9111 Metal Stud.
- 2.03 GYPSUM BOARD MATERIALS
 - A. Fire Rated Gypsum Board: ASTM C36; Gypsum, Type "X" fire resistive type, UL rated; 5/8 inch thick, maximum permissible length; ends square cut, tapered edges. Product – **Goldbond XP Fireshield**.
Located at all new walls.
- 2.04 ACCESSORIES
 - A. Acoustical Insulation: glass fiber, friction fit type, unfaced, 3 1/2, or 5 1/2 inch thick.
 - B. Corner Beads: Metal.
 - C. Edge Trim: GA 201 and GA 216; Type L bead.
 - D. Joint Materials: ASTM C475; reinforcing tape, joint compound, adhesive, and water.
 - E. Fasteners: ASTM C1002, Type S12, W, and GA-216.
 - F. Resilient channel: USG, RC-1 or equal.
 - G. Molded Reveal Joints: Manufacturer's standard "V" profile. Located approximately 30' o.c.

PART 3 EXECUTION

- 3.01 EXAMINATION
 - A. Verify that site conditions are ready to receive work and opening dimensions are as indicated on shop drawings.
- 3.02 METAL STUD INSTALLATION
 - A. Install studs in accordance with ASTM C754 and manufacturer's instructions.
 - B. Metal Stud Spacing: 16 inches on center, unless noted otherwise.
 - C. Refer to Drawings for indication of partitions, extend stud framing through the ceiling to the structure above, unless noted otherwise. Maintain clearance under structural building members to avoid deflection transfer to studs. Provide extended leg ceiling runners.
 - D. Door Opening Framing: Install double studs at door frame jambs. Install stud tracks on each side of opening, at frame head height, and between studs and adjacent studs.
 - E. Blocking: Nail wood blocking to studs or Bolt or screw steel channels to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories, and hardware.

- 3.03 WALL FURRING INSTALLATION
- A. Erect wall furring for direct attachment to concrete block walls.
 - B. Erect furring channels vertically; space maximum 16 inches on center, not more than 4 inches from floor and ceiling lines, abutting walls.
 - C. Install thermal insulation between furring channels directly attached to concrete masonry walls in accordance with manufacturer's instructions.
 - D. Erect free-standing metal stud framing tight to concrete masonry walls, attached by adjustable furring brackets in accordance with manufacturer's instructions.
- 3.04 FURRING FOR FIRE RATINGS
- A. Install furring as required for fire resistance ratings indicated.
 - B. Columns in rated walls shall be wrapped independently from wall system.
- 3.05 CEILING FRAMING INSTALLATION
- A. Coordinate location of hangers with other work.
 - B. Install ceiling framing independent of walls, columns, and above ceiling work.
 - C. Reinforce openings in ceiling suspension system which interrupt main carrying channels or furring channels, with lateral channel bracing. Extend bracing minimum 24 inches past each end of openings.
 - D. Laterally brace entire suspension system.
- 3.06 ACOUSTICAL ACCESSORIES INSTALLATION
- A. Install resilient channels at maximum 12 inches on center. Locate joints over framing members.
 - B. Place acoustical insulation in partitions tight within spaces, around cut openings, behind and around electrical and mechanical items within or behind partitions, and tight to items passing through partitions.
- 3.07 GYPSUM BOARD INSTALLATION
- A. Install gypsum board in accordance with manufacturer's instructions.
 - B. Erect single layer standard gypsum board vertical, with ends and edges occurring over firm bearing.
 - C. Erect single layer fire rated gypsum board vertically, with edges and ends occurring over firm bearing.
 - D. Use screws when fastening gypsum board to metal furring or framing.
 - E. Place second layer perpendicular to first layer. Offset joints of second layer from joints of first layer.
 - F. Erect exterior gypsum soffit board perpendicular to supports, with staggered end joints over supports.
 - G. Treat cut edges and holes in moisture resistant gypsum board and exterior gypsum board with sealant.
 - H. Place control joints consistent with lines of building spaces and as directed.
 - I. Place corner beads at external corners as indicated. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials as indicated.
 - J. Caulk at sound walls.
- 3.08 JOINT TREATMENT
- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready for finishes.
 - B. Feather coats onto adjoining surfaces so that camber is maximum 1/32.
 - C. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile.
 - D. Tape joints and corners of cementitious backing board using cement based joint compound as recommended by the manufacturer.
 - E. **Level 5 finish.**
- 3.09 TOLERANCES
- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION 09260

SECTION 09900

PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation and field application of paints and coatings.

1.02 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum years documented experience and approved by manufacturer.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish and Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 foot candles measured mid-height at substrate surface.

1.05 EXTRA MATERIALS

- A. **Provide one gallon of each color to owner.**

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer - Paint, Transparent Finishes, Stain, Primer Sealers, and Block Filler by SHERWIN-WILLIAMS or as approved equal.

2.02 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners, and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
- C. Patching Materials: Latex filler.
- D. Fastener Head Cover Materials: Latex filler.

2.03 FINISHES

- A. Refer to schedule at end of section for surface finish schedule.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and substrate conditions are ready to receive work as instructed by the product manufacturer.

- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
 - C. Test shop applied primer for compatibility with subsequent cover materials.
- 3.02 PREPARATION
- A. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
 - B. Correct defects and clean surfaces which affect work of this section. Remove existing coatings that exhibit loose surface defects.
 - C. Seal with shellac and seal marks which may bleed through surface finishes.
 - D. Impervious Surfaces: Remove mildew by scrubbing with solution of trisodium phosphate and bleach. Rinse with clean water and allow surface to dry.
 - E. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
 - F. Asphalt, Creosote, or Bituminous Surfaces Scheduled for Paint Finish: Remove foreign particles to permit adhesion of finishing materials. Apply compatible sealer or primer.
 - G. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
 - H. Concrete Floors: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
 - I. Copper Surfaces Scheduled for a Paint Finish: Remove contamination by steam, high pressure water, or solvent washing. Apply vinyl etch primer immediately following cleaning.
 - J. Copper Surfaces Scheduled for a Natural Oxidized Finish: Remove contamination by applying oxidizing solution of copper acetate and ammonium chloride in acetic acid. Rub on repeatedly for required effect. Once attained, rinse surfaces with clear water and allow to dry.
 - K. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
 - L. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
 - M. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of trisodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
 - N. Plaster Surfaces: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
 - O. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand, power tool wire brushing, or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
 - P. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
 - Q. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
 - R. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats.
 - S. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.
 - T. Exterior Wood Scheduled to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after sealer has been applied.
 - U. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease, and dirt.
 - V. Wood and Metal Doors Scheduled for Painting: Seal top and bottom edges with primer.
- 3.03 APPLICATION
- A. Apply products in accordance with manufacturer's instructions.
 - B. Do not apply finishes to surfaces that are not dry.
 - C. Apply each coat to uniform finish.
 - D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
 - E. Sand wood and metal lightly between coats to achieve required finish.
 - F. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
 - G. Allow applied coat to dry before next coat is applied.

- H. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- I. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- J. Prime concealed surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.

3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars, and supports except where items are prefinished.
- C. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
- D. Paint exposed conduit and electrical equipment occurring in finished areas.
- E. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.05 CLEANING

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 SCHEDULE

The following are for exterior and interior surfaces, and are all products of Sherwin-Williams. Quantity of coats listed is the minimum number, contractor is responsible to provide as many coats as necessary for full and complete coverage.

EXTERIOR SURFACES

- 1. FERROUS METAL (Existing steel window frames scheduled/detailed to remain)
 - A. Painted (Gloss Finish/Alkyd Base)
 - 1st Coat: B50WZ0001 - Kem Kromik® Universal Metal Primer Off White
 - 2nd Coat: B66W00651 - Pro Industrial 0 VOC Acrylic Semi-Gloss Extra White
 - 3rd Coat: B66W00651 - Pro Industrial 0 VOC Acrylic Semi-Gloss Extra White

INTERIOR SURFACES

- 1. WOOD AND PLYWOOD
 - A. Painted (Semi-Gloss Finish/Epoxy Base)
 - 1st Coat: Pro Industrial Pre-Catalyzed Water Based Epoxy – Semi-Gloss
 - 2nd Coat: Pro Industrial Pre-Catalyzed Water Based Epoxy – Semi-Gloss
- 2. CONCRETE BLOCK (CMU)
 - A. Painted (Semi-Gloss Finish/Epoxy Base)
 - 1st Coat: Primer: B25W00025 - PrepRite® Block Filler White
 - 2nd Coat: Topcoat: K46W000151 – Pro Industrial PreCatalyzed Waterbased Semi-Gloss Epoxy Extra White Base
- 4. GYPSUM WALLBOARD
 - A. Painted (Semi-Gloss Finish/Epoxy Base)
 - 1st Coat: Pro Industrial Pre-Catalyzed Water Based Epoxy – Semi-Gloss
 - 2nd Coat: Pro Industrial Pre-Catalyzed Water Based Epoxy – Semi-Gloss
- 5. FERROUS METAL
 - A. Painted (Gloss Finish/Alkyd Base)
 - 1st Coat: Kem Kromik Metal Primer, B50N2/B50W1
 - 2nd Coat: Industrial Enamel, B54 Series
 - 3rd Coat: Industrial Enamel, B54 Series

NOTE: Doors and Frames to be sprayed. No brush/roller marks will be accepted.

END OF SECTION 09900

SECTION 10850
BUILDING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building specialties shall be furnished and installed as shown and herein specified. Installation shall be in accordance with the respective manufacturer's instructions. Certain manufacturer's products have been selected as a basic standard, and reference to these products has been made. Other manufacturers' products of equal capacities and design characteristics may be used, if approved by the Architect prior to the Bidding. The Contractor shall submit for approval shop drawings or standard cuts and illustrations or a combination thereof showing all items he proposes to use.

1.02 SOLID SURFACE MATERIALS (Interior window sills at second floor)

- A. Wilsonart Solid Surface – 1/2 inch standard thickness with eased exposed edges. Color to be selected from pricing category "5".

END OF SECTION 10850

