

HICKMAN COUNTY BOARD of EDUCATION

Re-Roof Gymnasium at East Hickman High School Hickman County, Tennessee

Project Manual

October 28, 2025



Project Team: Architectural, Structural
Roofing

Kaatz, Binkley, Jones & Morris Architects, Inc.
Kaatz, Binkley, Jones, & Morris Architects, Inc.

Project Number 2960-25

Document Set _____

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ADVERTISEMENT FOR BID

The Hickman County Finance Office is accepting sealed bids for Re-roof of the Gymnasium at East Hickman High School, located in Hickman County, Tennessee. Sealed bids must be mailed or delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the envelope "EHHS Gym Roof". Bids will be received until 2:00 P. M. local time, on November 13, 2025 at which time sealed bids will be publicly opened and read aloud

No bid will be received or accepted after the above specified time for the opening of bids. Such bids may be deemed invalid and returned unopened to the Bidder.

Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids and to waive any informalities that would prevent the acceptance of a better bid.

Contract Documents will be available at:

KBJM Architects (electronic PDF's)
Contact: Penny Phillips
pphillips@kbjmachitects.com

or

Lester Digital Reprographics, LLC
1633 West Main Street, Suite 900 Lebanon, TN 37087-3375
Telephone: 615-443-3033
www.ldrplanroom.com

Builders Exchange
Knoxville: Heather@bxtn.org
Nashville: Kendra@bxtn.org

Dodge Construction
Dodge.docs@construction.com

Construct Connect
content@constructconnect.com

5% Bidders Bond is required.

Performance Bond and Payment Bond in the full amount of the bid will be required.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976, as currently amended.

A non-mandatory Pre-bid Conference will be held 11:00 A. M. local time, on November 3, 2025 at East Hickman High School, 7700 TN – 7, Lyles, TN 37098.

Owner's Contact: Mr. Derek Newsom, Purchasing Manager, derek.newsom@hickmank12.org

Contact Mr. Newsom for access to the existing school facilities.

INVITATION TO BID

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Dodge Construction
Dodge.docs@construction.com

Construct Connect
content@constructconnect.com

Each bid must be accompanied by a Bidders Bond executed by the bidder and a surety company authorized to transact business in the State of Tennessee or by a cashier's check or certified check on a duly authorized bank made payable to the owner in the sum of not less than five percent (5%) of the total amount of the bid as a guarantee that, if the bid is accepted, the required contract will be executed and the required performance and payment bonds furnished. Said bond or check will be returned to the unsuccessful bidders as soon as the contract has been awarded, and the successful bidder as soon as he has executed the contract and furnished the necessary bonds and the contract has been executed by the owner.

The successful bidder will be required to furnish a satisfactory Performance Bond and Payment Bond in the full amount of the bid. Such bond shall be from a surety company authorized to transact business in the State of Tennessee. Attorneys-in-Fact who sign any bonds must file with each instrument a certified and effective dated copy of their power of attorney.

All bidders must be licensed contractors as required by the Contractors Licensing Act of 1976, enacted by the General Assembly of the State of Tennessee on March 21, 1976, as currently amended. The General

Contractor's and Plumbing, HVAC, Electrical, Masonry, and Geothermal Subcontractor's names, license number, date of expiration of license, and license classification must be placed on the outside of the envelope containing the bid; otherwise, by State Statute, the bid cannot be opened or considered. Refer to attached Section of the Tennessee Code Annotated

All Bidders must comply with the Iran Divestment Act and the Boycott of Israel Act.

No bidder will be permitted to withdraw his bid within 30 days after the date of opening of bids.

The owner reserves the right to waive any informalities or to reject any or all bids, to evaluate bids and to accept any bid which, in its opinion, may be for the best interest of the owner.

No contract is given or implied to the successful bidder until the project is fully funded and a written contract is offered by the Owner and signed by all parties.

A non-mandatory Pre-bid Conference will be held 11:00 A. M. local time, on November 3, 2025 at East Hickman High School, 7700 TN – 7, Lyles, TN 37098.

COVID Protocol:

For the duration of the project, Contractors, Materialmen, Designers and Engineers shall adhere to the currently amended CDC, State Government, and Local Government guidelines regarding COVID – 19 and its variants

All parties attending meetings or performing work on the site will be responsible for ensuring that they do not have a fever, and that they have not come into contact with or otherwise been around someone exhibiting symptoms of the COVID virus.

Workers shall have no interaction with the occupants of the building or occupants of neighboring buildings. For instances requiring access to the building, contractors, sub-contractors, materialmen, designers and engineers shall obtain permission from the building owner and shall adhere to their guidelines.

As a minimum all individuals entering the facility will be required to provide and wear proper protective equipment, face masks or other accepted face covering, and include any other equipment posted at the facility as being required for entry. All individuals allowed into the facility will be required to exercise six-foot social distancing guidelines and no gatherings of more than 9 people will be allowed.

Tennessee Code Annotated – Current through the 2018 Regular Session

62-6-119. Bid documents – -- Penalties.

- (a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and include a specific statement informing the invited bidder that it is necessary for such bidder to be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.
- (b) Any person or entity involved in the preparation of the invitation to bid or comparable bid documents including any electronic bid documents, shall direct that the following information be written upon the bid envelope or provided within the electronic bid document:
 - (1) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;
 - (2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the

materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);

- (3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);
 - (4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or GL) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);
 - (5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated: and
 - (6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.
- (c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or other similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.
- (d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall apply only to design/bid/build procurements where cost is the primary criterion for the contract award.
- (e) Any person or entity, public and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in § 62-6-120 (b).
- (f) Notwithstanding the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for willful violation of this section

History

Acts 1976, ch.822, § 20; T.C.A., § 62-620; Acts 1986, ch. 718, § 2; 1989, ch 591, § 111; 1990, ch. 868, §§ 1, 2; 1991, ch. 247, § 1; 1994, ch. 986, § 13; 1995, ch. 341, § 1; 1997, ch. 153, § 1; 2001, ch. 222, § 3.2008, ch. 792, §§ 1, 2; 2010, ch. 768, §§ 1, 2; 2010 ch. 801, § 1, 2011, ch.12, §§ 1, 2; 2014, ch. 644, § 1

2016 Tennessee Code Annotated (Iran Divestment Act)

Tennessee Code Annotated, Section 12-12-101 – 12-12-113

Under the Iran Divestment Act, T. C. A. 12-12-101—12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T. C. A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void ab initio under T. C. A. 12-12-110.

2022 Tennessee Code Annotated (Boycott of Israel)

Tennessee Code Annotated, Section 12-4-119

Under the Boycott of Israel Act, T. C. A. 12-4-119, political subdivisions in Tennessee are prohibited from entering into any procurement or contract, over \$250,000 or with contractors with ten (10) or more employees, with a Company who engages in a "Boycott of Israel". Any contract entered into on or after July 1, 2022, that fails to comply with this section is void.

AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

THE OWNER:
(Name, legal status, address, and other information)

THE ARCHITECT:
(Name, legal status, address, and other information)

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1	DEFINITIONS
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7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

- .5 Drawings

Number	Title	Date	
.6	Specifications		

Section	Title	Date	Pages
.7	Addenda:		

Number	Date	Pages
.8	Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>	
☐	AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>	
☐	The Sustainability Plan:	
	Title	Date Pages
☐	Supplementary and other Conditions of the Contract:	
	Document	Title Date Pages

.9	Other documents listed below: <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>		
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DOCUMENT 00 22 13

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.01 GENERAL

- A. The following amendments modify, change, delete from, or add to the Instructions to Bidders (AIA Document A701) hereinafter referred to as the Instructions to Bidders. Where any part of the Instructions to Bidders is modified or voided by these amendments the unaltered provisions of that part shall remain in effect.

1.02 SUPPLEMENTS TO ARTICLES

A. Article 2 – Bidders Representation:

1. Delete Subparagraph 2.1.4 in its entirety. Insert the following:

2.1.4 The Bidder has visited the sites and has familiarized himself with local conditions under which the work is to be performed; has determined for himself the difficulties that such conditions will impose upon the performance of the Work and the effect of such conditions on the quantity of Work required; and has correlated the Bidders' observations with the requirements of the proposed Contract Documents.

2. Add the following paragraph 2.1.4.1 at the end of paragraph 2.1.4

2.1.4.1 The Bidder or Contractor is cautioned to make such independent investigation and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work. It is understood and agreed that the submission of a bid shall be conclusive evidence that the Bidder or Contractor has satisfied himself with respect to such conditions and that he agrees that he will make no claims against the Owner or the Designer, if, in carrying out the work, he finds that the actual conditions do not conform to those anticipated by him when preparing his bid

3. Add the following paragraph 2.1.7 at the end of paragraph 2.1

2.1.4.7 "The Bidder has thoroughly reviewed the Bid Documents and has brought discrepancies, conflicts, errors, and /or omissions within the documents to the attention of the Owner, Owner's Agents, Designer and/or Designer's Consultants and that such discrepancies, conflicts, errors, and/or omissions have been resolved to his/her satisfaction prior to submitting a bid. The Bidder agrees to furnish fully functional and workable systems in complete accordance with the shown, noted, described, and reasonably intended requirements of the "Work" as described in the Bid Documents."

B. Article 3 – Bidding Documents:

1. Refer to paragraph 3.1 – Copies and make the following changes to subparagraph 3.1.1:

- a. Delete Subparagraph 3.1.1 in its entirety. Insert the following in its place:

Contract Documents will be available at:

**KBJM Architects (electronic PDF's)
Contact: Penny Phillips
pphillips@kbjmachitects.com**

or

Lester Digital Reprographics, LLC
1633 West Main Street, Suite 900 Lebanon, TN 37087-3375
Telephone: 615-443-3033
www.ldrplanroom.com

Builders Exchange
Knoxville: Heather@bxtn.org
Nashville: Kendra@bxtn.org

Dodge Construction
Dodge.docs@construction.com

Construct Connect
content@constructconnect.com

2. Refer to paragraph 3.4 – Addenda and delete subparagraph 3.4.3 in its entirety. Insert the following:

3.4.3 Addenda and or Bulletins can be issued up to the time of taking bid.

C. Article 4 - Bidding Procedures

1. Refer to Paragraph 4.2 – Bid Security and delete paragraph 4.2.1.

Insert the following Paragraph 4.2.1 in its place.

4.2.1 “Bid security shall be in the form of a bid bond secured by a surety company and shall be in the amount of not less than five percent (5%) of the amount of the Bid, including any additive alternates.”

2. Refer to Paragraph 4.3 – Submission of Bids and delete subparagraph 4.3.1 in its entirety. Insert the following in its place

4.3.1 All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be sealed in an envelope furnished by the Contractor. All applicable information required by State Law must be completely filled out with all the specific information listed on the bid envelope, or the bid cannot be opened. A Bidder whose bid is equal to or exceeds \$25,000 must list their information and information for HVAC, Plumbing, Electrical, and Geothermal subcontractors as noted hereinafter. Information regarding Masonry subcontractors must also be listed, if the masonry portion of the work is equal to or more than \$100,000. All contractors must be licensed in accordance with the Contractor's Licensing Act of 1976, Chapter 822, as currently amended, and their names, license number, date of expiration of license, and license classification must be placed on the outside of the envelope containing the bid; otherwise, by State Statute, the bid cannot be opened or considered. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Include the following bid information on the face of the envelope.
East Hickman High School Gym Roof

Refer to Section of Tennessee Code Annotated reprinted in Invitation to Bid:

D. Article 5 – Consideration of Bids

1. Refer to Paragraph 5.3 – Acceptance of Bid (Award), Paragraph 5.3.1 and add the following subparagraphs 5.3.1.1 and 5.3.1.2 to this paragraph.

5.3.1.1 All “spaces” requesting pricing (base bid, alternate, unit pricing, etc.) for the work being bid must be completely filled out or the bid will not be considered

5.3.1.2 Where packages of work are indicated in the Bid Form, the Owner reserves the right to accept or reject any combination of the packages being bid. Bidders choosing not to bid a package shall write “No Bid” in the space on the Bid Form for that particular package

E. Article 7 – Performance and Payment Bond

1. Refer to Paragraph 7.1 – Bond Requirements and delete subparagraph 7.1.1 in its entirety:

Insert the following Paragraph 7.1.1 in its place

“The successful Bidder will be required to furnish a performance and payment bond in the amount of one-hundred percent (100%) of the Contract Sum for faithful performance of the Contract and payment of all obligations arising thereunder.”

2. Refer to Paragraph 7.1 – Bond Requirements and delete subparagraph 7.1.4

1.03 MISCELLANEOUS INFORMATION

- A. A non-mandatory Pre-bid Conference will be held 11:00 A. M. local time, November 3, 2025 at East Hickman High School, 7700 TN – 7, Lyles, TN 37098.

- B. Bidders questions are due by 5:00 P.M. Central Time, on November 7, 2025. Questions received thereafter will not be addressed.

Contact:

Nathan Dutch, AIA

Email: Ndutch@kbjmarshitects.com

C. Drug Free Work Place Affidavit (Attached Herewith)

1. Successful Bidders entering into a contract with the Hickman County School System. shall be required to complete the attached Drug-Free Workplace Affidavit form in compliance with the provisions of Tennessee Code Annotated § 50-9-113 enacted by the General Assembly in the year 2000. Refer to Section of Tennessee Code Annotated reprinted below:

Tennessee Code Annotated

50-9-113. State and local government construction contracts.

(a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not

receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section. [Acts 2000, ch.918, §§ 1,2.]

D. Iran Divestment Act Certification (Attached Herewith)

1. Bidders shall be required to complete the attached Iran Divestment Act Certification form in compliance with the provisions of Tennessee Code Annotated §§ 12-12-101—12-12-113 enacted by the General Assembly in the year 2016.

E. Boycott of Israel Act Certification (Attached Herewith)

1. Bidders shall be required to complete the attached Boycott of Israel Act Certification form in compliance with the provisions of Tennessee Code Annotated §§ 12-4-119 enacted by the General Assembly in the year 2022.

F. Hickman County Government Conflict of Interest Disclosure Form (Attached Herewith)

1. Bidders shall be required to complete the attached Hickman County Government Conflict of Interest Disclosure Form

- G. Spare Parts, Extra Materials & Products, and Maintenance Materials:
 - 1. The Documents contain spare parts, extra materials & products and maintenance materials in quantities so noted on drawings and as noted in individual sections of the Project Manual.
 - 2. The bidder's price shall include these items in addition to that required for completion of the Work.
 - a. The Bidders price for these items shall include all cost associated with installation
- G. Conditional and/or Qualified Bids:
 - 1. Partial, conditional, and/or qualified bids may be considered non-responsive and may be rejected
 - 2. All Bids shall be based on the Plans and Specifications and issued Addenda.
 - a. Bids shall include all work indicated
 - b. Any bid not including all work indicated may be deemed non-responsive and may be rejected.
- H. Partial Sets of Plans and Specifications:
 - 1. All bidders are cautioned to prepare bids based on a thorough review of a complete set of plans and specifications,
 - a. Partial sets of Bidding Documents will not be issued
 - 2. The Architect, Engineer, or Owner do not accept responsibility for inaccuracies resulting from the use of anything except the complete set of contract documents.

END OF
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The under signed is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

IRAN DIVESTMENT ACT CERTIFICATION

I understand that under the Iran Divestment Act, T. C. A. 12-12-101—12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T. C. A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void ab initio under T. C. A. 12-12-110. The list is published on the Tennessee Department of General Services' website at:

[https://www.tn.gov/content/dam/tn/general-services/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/general-services/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T. C. A. 12-12-106

Bidder Name: _____

Bidder Signature: _____

Date of Certification: _____

BOYCOTT OF ISRAEL ACT CERTIFICATION

I understand that under the Boycott of Israel Act, T. C. A. 12-4-119, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over, \$250,000 or to contractors with ten (10) or more employees, with a Company who engages in a "Boycott of Israel". Any contract entered into on or after July 1, 2022, that fails to comply with this section is void.

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel pursuant to T. C. A. 12-4-119

Bidder Name: _____

Bidder Signature: _____

Date of Certification: _____

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

- (a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.
- (b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: _____ Name: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: _____ Signature: _____

BID FORM

Address Bids To:

Hickman County Finance Office
114 North Central Avenue, Suite 203
Centerville, TN 37033

Time for Receiving Bids

Until 2:00 P.M. Local Time,
on November 13, 2025

Dear Sir:

The undersigned, having carefully familiarized himself (or themselves) with the existing conditions at the building and with the drawings and specifications prepared by Kaatz, Binkley Jones and Morris Architects, Inc., 1008 Charlie Daniels Parkway, Mt. Juliet, Tennessee hereby proposes to Re-roof Gymnasium at East Hickman High School located in Hickman County, Tennessee in accordance with Drawings and Specifications for the sum of:

_____ Dollars (\$_____).
hereinafter referred to as the Base Bid

UNIT PRICES FOR ALLOWANCES:

Removal and replacement of existing _____ Dollars (\$_____) per sq. ft.
deteriorated cement fiber decking

STIPULATIONS

In submitting the bids, the undersigned agrees:

1. Bids will not be withdrawn within the period of 30 calendar days following the opening thereof.
2. If notified of the acceptance of this bid, to execute a contract for the work and deliver to the Owner the performance and payment bond specified, within 10 calendar days after such notification.
3. That the Work included under the contract shall be substantially completed as follows:

East Hickman High School within 120 calendar days from issuance of Notice to Proceed.

Liquidated damages in the amount of \$1,000.00 per calendar day shall be imposed on the contractor for every day past the deadline noted above until the project is substantially complete and accepted by the Owner.

4. That the right is reserved by the Owner to reject any or all bids and to waive any informalities in bids received.
5. That the Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Alternates accepted.

6. No contract is given or implied regarding the project until funding is appropriated and the Owner has offered a written contract to the contractor and both parties have fully executed the contract. No offer has been made to the contractor until the aforementioned items have transpired.
7. All reference to Arbitration within the documents is hereby deleted with regard to this project.
8. The Bidder agrees to furnish for the above sum all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in complete accordance with the shown, noted, described and reasonable intended requirements of the Contract Documents with the definite understanding that no money will be allowed for extra work, except as set forth in the Contract Documents. Additionally, the Bidder agrees, for the above sum, to furnish, without additional compensation, complete, fully functional, and workable systems, as described in the Contract Documents, properly coordinated, as required with other portions of the work. **Contractor generated change orders will not be accepted.**

The Bidder agrees that the Bid Documents have been thoroughly reviewed prior to submitting a bid and that discrepancies, conflicts, errors, and/or omissions within the documents have been brought to the attention of the Owner, Owner's Agents, Designer and/or Designer's Consultants and have been resolved prior to submission of bids. In the event that discrepancies, conflicts, errors, and/or omissions within the documents have not been resolved, the bidder acknowledges that cost allowances have been included in the bid for these items. Contractor generated change orders or requests for additional compensation will not be accepted by the Owner, Owner's Agents, Owner's Client, Designer, and/or Designer's Consultants with regard to these items.

9. Attachments to be included with the Bid Form are the Bid Bond covering the project, the Iran Divestment Act Certification Form, the Boycott of Israel Certification Form, and the Hickman County Government Conflict of Interest Disclosure Form
10. Not used
11. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated § 50-9-113 (Drug-Free Workplace) enacted by the General Assembly in the year 2000. The Bidder further agrees to submit a formal certification thereof prior to commencing work.
12. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Public Chapter No.587 / Senate Bill No. 2048 (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
13. By submission of this bid and signature thereof, the Bidder acknowledges, should they be awarded a contract, the project will be constructed in compliance with applicable provisions of Federal, State, and Local law.
14. The Bidder agrees to provide the following information within 48 hours after the bid:
 - a. Schedule of Values (Refer to Project Manual, Section 01 25 00 – Submittals, Paragraph 1.02 – Submittals for information required). Note, Division 1 sections of the project manual shall be included with the line item for "General Conditions"
15. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated §§ 12-12-101 –12-12-113 (Iran Divestment Act) enacted by the General Assembly in the year 2016. The Bidder shall include the certification within the bid envelope.
16. By submission of this bid and signature thereof, the Bidder acknowledges that complete sets of Bidding Documents including issued Addenda have been utilized in compiling the Bid.

17. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Tennessee Code Annotated §§ 12-4-119 (Boycott of Israel Act) enacted by the General Assembly in the year 2022. The Bidder shall include the certification within the bid envelope.
18. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Hickman County Government Conflict of Interest form The Bidder shall include the form within the bid envelope.

RECEIPT OF DRAWINGS:

Receipt is acknowledged of the Drawings and Project Manual identified by Commission No. 2960-25 dated October 28, 2025; and addenda and supplementary drawings listed under "Addenda Receipt" attached.

FIRM NAME _____

STATE OF INCORPORATION _____

BY _____

TITLE _____

Date _____.

OFFICIAL ADDRESS AND TELEPHONE:

Telephone: _____

Note: If by a corporation, this bid must have the signature required by its bylaws.

ADDENDA RECEIPT: (List addenda and supplementary drawings and the date received).

Title

Date Received

BID SECURITY:

Security in the sum of _____ Dollars
(\$ _____), is submitted herewith.

**AIA®**

Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***BOND AMOUNT: \$****PROJECT:***(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

Signed and sealed this day of ,

(Contractor as Principal)

(Seal)

(Witness)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

Init.

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

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.

The parties should complete A101[™]–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

/

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

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AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

Init.

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**AIA®**

Document A312™ – 2010

Payment Bond

CONTRACTOR:*(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)***BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 18

CONTRACTOR AS PRINCIPALCompany: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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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.

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§ 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.

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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ADDITIONS AND DELETIONS:

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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

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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.

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§ 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.

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SUPPLEMENTARY CONDITIONS

1.01 GENERAL

- A. The following amendments modify, change, delete from or add to the General Conditions of the Contract for Construction (AIA Document A201, 2017), hereinafter referred to as the General Conditions. Where any part of the General Conditions is modified or voided by these amendments the unaltered provisions of that part shall remain in effect.

1.02 SUPPLEMENTS TO ARTICLES

A. Article 1 – General Provisions

1. Add the following Sub-paragraphs 1.1.9, & 1.1.10, at the end of Paragraph 1.1 - Basic Definitions.

1.1.9 The term “product” includes materials, systems, and equipment.

1.1.10 Words throughout the documents such as “install”, “provide”, “furnish”, and “supply” shall be construed as meaning complete, constructing, furnishing, installing, unloading, unpacking, assembling, erecting, placing, finishing, protecting, adjusting, and cleaning or similar requirements unless otherwise modified by additional information

Intent of Contract Documents

2. Add the following Sub-paragraphs 1.2.4, 1.2.5, 1.2.6 & 1.2.7 at the end of Paragraph 1.2 - Correlation and Intent of the Contract Documents.

1.2.4 If there is any conflict, discrepancy, error, and/or omission within or between any of the Contract Documents involving the quality or quantity of Work required, it is the intention of the Contract that the Work of highest quality or greatest quantity shown or specified shall be furnished, unless such conflict, discrepancy, error, and/or omission shall have been brought to the Designer's attention and clarified by addendum prior to the opening of bids. In the event that discrepancies, conflicts, errors, and omissions within the documents have not been resolved, the Contractor acknowledges that cost allowances for these items have been included in their bid. The Contractor acknowledges that their bid includes complete, fully functional and workable systems, properly coordinated as required with other portions of the work.

1.2.5 Whether or not the word “all” is used in the specifications, coverage is intended to be complete, except where partial coverage is specifically and expressly noted. In all cases where an item is referred to in the singular number, it is intended that the reference shall apply to as many such items as are required to complete the work.

1.2.6 Requests for change orders or additional compensation for items as related to paragraph 1.2 - Execution, Correlation and Intent, shall not be accepted by the Owner, Owner's Agents, Owner's Client, Designer, and /or Designer's Consultants.

1.2.7 Requirements described in individual sections of Division 1 – General Requirements, govern the execution of all sections of Division 2 through Division 16.

B. Article 2 – Owner

Drawings Furnished to Contractor

1. In Paragraph 2.3 - Information and Services Required of the Owner, delete Sub-paragraph 2.3.6 in its entirety. Insert the following in its place.

2.3.6 Additional copies of the drawings and specifications shall be obtained by the Contractor at the cost of reproduction. All drawings and specifications furnished to the Contractor shall be subject to the provisions of Paragraph 1.5, Ownership and Use of Drawings, Specifications, and Other Instruments of Service.

2. Add sub-paragraph 2.3.7 and 2.3.8 to article 2.3 – Information and Services Required of the Owner

2.3.7 The drawings and specifications furnished to the Contractor for bidding and construction purposes are written in the English language. Units of measure utilized in the documents are the US system of measurement. Should the Contractor require conversion of the information contained within the documents to another language or measurement system, it shall be the Contractor's responsibility to obtain the services required to perform the conversion of language and/or measurements and bear the associated cost related to such conversion.

2.3.8 Drawing scales noted within this set of documents are accurate within the Computer Aided Drafting (CAD) format. Discrepancies may occur in translating CAD generated information into the physical printing process. Do not physically scale drawings. Utilize dimensions noted on drawings. Should large discrepancies occur requiring clarification, initiate a "Request for Information" to the Architect's designated representative identified on the Project Cover Sheet

C. Article 3 – Contractor

Review of Contract Documents

1. In Paragraph 3.2 – Review of Contract Documents and Field Conditions by Contractor, refer to Sub-paragraph 3.2.2 and delete the language of the second sentence of this paragraph in its entirety. Insert the following language for the second sentence:

"Should discrepancies or conflicts in the requirements of the drawings and specifications be discovered after the work has started, the Contractor shall report such discrepancies or conflicts to the Designer immediately and no work affected thereby shall be started, or if started, shall be stopped immediately until the Contractor and the Designer agree upon clarification of the discrepancy or conflict. If the Contractor has knowledge of or reason to believe the likelihood of failure pertaining to design and/or details indicated on the documents, he shall transmit such knowledge to the Designer, and ask for written instructions before proceeding with the Work."

2. In Paragraph 3.2 – Review of Contract Documents and Field Conditions by Contractor, refer to Sub-paragraph 3.2.4 and delete the third sentence in its entirety.

Labor and materials

3. Add the following subparagraph 3.4.4 - Prohibition of Illegal Immigrants

3.4.4 Prohibition of Illegal Immigrants

3.4.4.1 The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, including termination of this Contract.

3.4.4.2 The Contractor by entering into this contract attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the Services of any subcontractor or consultant who will utilize the services of any illegal immigrant in the performance of this Contract.

3.4.4.3 The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a Contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a Contractor is discovered to have knowingly use the services of illegal immigrants during the performance of this Contract.

3.4.4.4 For the purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract

Permits, Fees, and Notices

4. In Paragraph 3.7 - Permits, Fees, and Notices add the following sub-sub paragraphs to Subparagraph 3.7.1:

3.7.1.1 "The Contractor shall obtain a Certificate of Occupancy from the Authority Having Jurisdiction and the State Fire Marshal's Office for each phase of the project as it is completed and ready for occupancy and shall deliver such certificates to the Owner. The Contractor shall submit a Notice of Intent for a general NPDES Permit with the Tennessee Environmental and Conservation Department, Division of Pollution Control, 6th Floor, L & C Annex, 401 Church Street, Nashville, 37243."

3.7.1.2 Thoroughly research the requirements of the various utility providers for water, sewer, gas, propane, electric, telephone, etc. with regard to permits and

fees required for this project. Contractor shall include all permits and fees in the cost of Base Bid work. Utility providers shall be Authorities Having Jurisdiction including, but not limited to, Local Utility Districts, City Municipalities, County Authorities, Electric Cooperatives, etc. Permits and fees shall include, but not be limited to building permit fees, inspection fees, tap fees, connection fees, meter box fees, sewer capacity fees, road bond fees, utility bond fees, etc.

Superintendent

5. In Paragraph 3.9 - Superintendent, add the words "Project Manager and Assistants" to the title of this paragraph.
6. Refer to Sub-paragraphs 3.9.1, 3.9.2, and 3.9.3 add the following:
 - a. Wherever the word "superintendent" appears within these paragraphs, delete the word "superintendent" and add the words "superintendent, project manager and assistants" in its place
7. Add the following sub-subparagraph 3.9.1.1 to Paragraph 3.9.1

3.9.1.1 The Owner reserves the right to select the Project Manager and the Superintendent for this project.

Shop Drawings

8. Add the following Sub-paragraph 3.12.11 at the end of Paragraph 3.12 - Shop Drawings, Product Data, and Samples:

3.12.11 Additional provisions pertaining to shop drawings and samples are included in Division 1, General Requirements.

D. Article 5 – Subcontractors

Sub-contractual Relations

1. Add the following Subparagraphs 5.3.1 and 5.3.2 at the end of Paragraph 5.3 - Sub-contractual Relations:
 - 5.3.1 The Contractor shall be directly responsible for all of the Work included in the Contract, whether performed by his own forces or by his subcontractors. Except in extreme emergencies, all instructions, clarifications, and approvals will be given by the Designer to subcontractors only thru the Contractor and all shop drawings, samples and correspondence from the subcontractors shall be submitted to the Designer through the Contractor.
 - 5.3.2 Insofar as it does not affect the quality of workmanship or materials, the Contractor shall settle all questions of responsibility arising among his various subcontractors and shall determine the extent of Work and responsibility of each of the subcontractors.

E. Article 7 - Changes In The Work

3. Refer to Paragraph 7.1 – General, and add the following Sub-paragraph 7.1.4 at the end of this paragraph.

7.1.4 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment, subcontracts, and overhead and profit on a form similar to the Itemization Form bound in the Project Manual. Where major cost items involve Subcontracts, they shall also be itemized. In no case will a change involving over \$500.00 be approved without such itemization. Contractor or Subcontractor quoting extra work to be performed by their own forces shall be limited to 10% overhead and 5% profit. Contractor or Subcontractors quoting extra work to be performed by their respective Subcontractors or sub-subcontractor shall be limited to 5% profit on the amount due Subcontractor or sub-subcontractor. Where changes include additions and deletions, Contractor shall provide itemization (as noted above) for each addition and each deduction. An additional cost resulting from the total of the additions and deletions will be paid by the Owner via appropriate change directive. A decrease cost resulting from the total of the additions and deletions will be deleted from the contract via appropriate change directive.

4. Refer to Paragraph 7.3 – Construction Change Directives, and delete Sub-paragraph 7.3.8 in its entirety

F. Article 8 - Time

Time for Completion

5. Refer to Paragraph 8.2 – Progress and Completion, and add the following Sub-paragraph 8.2.4 at the end of this paragraph.

8.2.4 Work shall commence on the date to be specified in a written Notice To Proceed to the Contractor and shall progress with a proper and sufficient force of workmen and ample supply of materials and equipment to complete the Contract within the time limit stipulated in the Bid Form. The Contractor further agrees to accept the conditions for liquidated damages in the amount set forth in the Contract Documents for each calendar day in the excess of the allotted time for Substantial Completion, or any approved extension thereof, the parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such liquidated damages set forth in the Owner – Contractor Agreement are a reasonable estimate of those damages which would result from a delay.

Extensions of Time

6. Refer to Paragraph 8.3 – Delays and Extension of Time, and add the following Sub-paragraph 8.3.4 at the end of this paragraph.

8.3.4 Extensions of time for inclement weather will be reviewed in accordance with Section 01 26 67 – Weather Delays

G. Article 9 – Payments and Completion

Payments

1. Refer to Paragraph 9.3 – Applications for Payments, subparagraph 9.3.1, and add the following subparagraph at the end of this subparagraph:

9.3.1.3 Until the work is Substantially Complete, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments.

2. Refer to Paragraph 9.6 – Progress Payments, and add the following sentence at the end of Subparagraph 9.6.1:

“Unless otherwise provided in the Agreement, the Owner will make progress payments to the Contractor on or about the 15th day of each calendar month on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month. In preparing estimates, materials delivered to and properly stored on the site shall be given consideration.”

3. Refer to Paragraph 9.6 – Progress Payments, and add the following subparagraph 9.6.9

9.6.9 Upon commencement of the Work, if requested by the Contractor, an escrow account shall be established in a financial institution chosen by the Contractor and approved by the Owner. The escrow agreement shall provide that the financial institution will act as escrow agent, will pay interest on funds deposited in such account in accordance with provisions of the escrow agreement and will disburse funds from the account upon the direction of the Owner as set forth below. Compensation to the escrow agent for establishing and maintaining the escrow account shall be paid from interest accrued to the escrow account.

9.6.9.1 As each progress payment is made, the retainage with respect to that payment shall be deposited by the Owner in the escrow account.

9.6.9.2 The interest earned on funds in the account shall accrue for the benefit of the Contractor until the completion date named in the Contract or the expiration of any authorized extension of such date. Interest earned after such date shall accrue for the benefit of the Owner. Cost of compensation to the escrow agent paid out of interest earned shall be borne by the Contractor.

9.6.9.3 When the Contractor has fulfilled all of the requirements of the Contract providing for reduction of retained funds, the escrow agent shall release to the Contractor one-half of the accrued funds but none of the interest thereon. When the Work has been issued a final Certificate for Payment, the escrow agent shall pay to the Contractor the full amount of funds remaining in the account, including net balance of the interest paid to the Contractor, but less any interest that may have accrued for the benefit of the Owner, which shall be paid to the Owner.

9.6.9.4 If, after Substantial Completion of the Work, final completion thereof is materially delayed thru no fault of the Contractor, the escrow agent shall make payment to the Contractor as provided in Subparagraph 9.10.3.

4. Refer to Paragraph 9.7 – Failure of Payment, Sub-paragraph 9.7.1, change the Word “seven” to read “ten” throughout this subparagraph

Substantial Completion

5. Refer to Paragraph 9.8 – Substantial Completion, Sub-paragraph 9.8.5, in the third line change the word “shall” to read “may”.

Final Payment

6. In Subparagraph 9.10.2, in the eighth line, delete the words “if required by the Owner”, and at the end of the Subparagraph add the following sentence:
Contractor’s affidavit of release of liens and a waiver and release of lien from each subcontractor and material supplier shall be submitted.

Liquidated Damages

7. Add the following Paragraph 9.11 – Liquidated Damages to Article 9.

9.11 Liquidated Damages

9.11.1 The contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner the sums stipulated as liquidated damages in the Bid Form for each calendar day of delay until the Work is substantially complete.

H. Article 11 – Insurance and Bonds

1. Delete Article 11 – Insurance and Bonds in its entirety. Insert attached Exhibit “A” – Revised Article 11 – Insurance and Bonds in its place.

I. Article 12 – Uncovering and Correction of Work

Correction of Work

1. Refer to Sub-paragraph 12.2.2 – After Substantial Completion, and add the following Clause 12.2.2.1.1 to subparagraph 12.2.2.1:

12.2.2.1.1 In paragraph 12.2.2.1 above, “not in accordance with the requirements of the Contract Documents” shall be subject to the interpretation of the Owner and Designer. To this end, the Contractor shall make repairs to items of Work that are deficient, whether structural or aesthetic in nature. The Owner and Designer reserve the right to quantify the extent of the “repair” to items of the Work. Such items shall include but are not limited to: cracks in masonry or gypsum board walls; consistency of mortar joints; resilient floor coverings displaying “pimples”, “waves” or “curling”; porous concrete masonry units; adjustment of door hardware; adjustment of equipment, fixtures, and / or furnishings incorporated into the Work; “level” of floor slabs; expansion and contraction of wood floors; etc.

J. Article 13 – Miscellaneous Provisions

Governing Law

1. Refer to Sub-paragraph 13.1 – Governing Law and delete this paragraph in its entirety. Insert the following in its place:

“The Contract shall be governed by the law of the State of Tennessee.”

K. Article 14 – Termination or Suspension of the Contract

1. Make the following changes to Paragraph 14.2 - Termination By the Owner for Cause:

14.2.1.1 Delete the word “repeatedly” at the beginning of the sentence.

14.2.1.3 Delete the word “repeatedly” at the beginning of the sentence.

14.2.1.4 Delete the word “substantial” in this sentence

L. Article 15 – Claims and Disputes

1. In Paragraph 15.1.6 – Claims for Additional Time, refer to Sub-paragraph 15.1.6.2 and add the following sentence at the end of this paragraph:

“Extensions of time for inclement weather will be reviewed in accordance with Section 01 26 67 – Weather Delays”

2. In Paragraph 15.1.7 – Claims for Consequential Damages, in the first sentence, add the words “and Designer” after the word “Owner” and before the word “waive”.

Arbitration

3. Delete Paragraph 15.4 - Arbitration entirely and delete all references to arbitration elsewhere in the General Conditions.

END OF SUPPLEMENTARY CONDITIONS

EXHIBIT "A"
Revised Article 11 – Insurance and Bonds

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Tennessee, and to which the Owner has no reasonable objections, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 The contractor shall maintain throughout the life of this Contract liability insurance written in a comprehensive form, by an insurance carrier with an A-7 Best Rating, satisfactory to the Owner in the following minimum requirements:

1. Workmen's Compensation and Employee's Liability: As required by State Law
- (b) Employer's Liability: \$500,000
2. Comprehensive General Liability (including Premises - Operations; Independent Contractor's Protection; Products and Completed Operations; Broad Form Property Damage, Contractual Liability):
 - (a.) Bodily Injury

Each Occurrence:	\$1,000,000
Annual Aggregate	\$2,000,000
 - (b.) Property Damage

Each Occurrence:	\$1,000,000
Annual Aggregate	\$2,000,000
 - (c.) Products and Completed Operations to be maintained for one year after final payment.
 - (d.) Property Damage Liability Insurance shall provide x, c, and u coverage, and coverage for any special hazards such as blasting.

3. Contractual Liability	
(a.) Bodily Injury	
Each Occurrence:	\$1,000,000
(b.) Property Damage	
Each Occurrence:	\$1,000,000
Annual Aggregate	\$2,000,000
4. Personal Injury with Employment Exclusion deleted:	
(a.) Annual Aggregate:	\$2,000,000
5. Comprehensive Automobile Liability	
(a.) Bodily Injury	
Each Person:	\$500,000
Each Occurrence	\$1,000,000\
(b.) Property Damage	
Each Occurrence:	\$500,000
6. Excess Liability	
Each occurrence:	\$1,000,000
Aggregate:	\$2,000,000

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by subparagraphs 11.1.1, 11.1.2, 11.1.3,

§ 11.1.6 The form of the Certificate shall be AIA Document G705, Certificate of Insurance, or a form equal to it in completeness. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies, to which the Owner has no reasonable objection, lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other

than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all costs properly attributable thereto.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 Not Used

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 Not used

§ 11.3.5 If during the Project construction period the Contractor 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Contractor terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.4.2 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.

§ 11.4.3 The Contractor shall furnish bonds, each in the full amount of the contract sum for construction, covering (a) the faithful performance of the contract and (b) the full payment of all labor and materials costs, in the form of AIA A311 or in such other form as the Owner may prescribe or approve. The premium for all such bonds shall be paid for by the Contractor.

§ 11.4.4 Bonds shall be written by a corporate surety acceptable to the Owner, licensed to transact business in the State in which the project is located, and such bonds shall contain dual obligee riders if required by the Owner.

§ 11.4.5 The bonds shall be delivered to the Owner with the executed construction contract. Delivery of such bonds and approval of the same by the Owner shall be a condition precedent to the contract for construction and delivery by the Owner of the "Notice to Proceed" order.

SECTION 01 10 00

SUMMARY OF THE WORK

PART 1 GENERAL

1.01 PROJECT; WORK INCLUDED BY CONTRACT DOCUMENTS

- A. All work to Re-roof Gymnasium at East Hickman High School located in Hickman County, Tennessee as specified herein and shown on the accompanying drawings. The Work shall be constructed complete and ready for occupancy, except for the items specifically excluded in "Work Not In Contract".
 - 1. Work shall also, include removal of all wood nailers, wood blocking, wood cants, wood curbs, etc. in areas to be reroofed
- B. Incidental work Included (but not limited to)
 - 1. All incidental Mechanical, Plumbing, Electrical, flashing, metal work, soffits, etc. as required for installation of a new roofing system

1.02 WORK NOT INCLUDED

- A. The following items of work will be provided by the Owner or by others under separate contracts:
 - 1. Any items noted on the drawings as "N.I.C." or "Not in Contract".

1.03 CONTRACTS

- A. Single Prime, Lump Sum contract with the Owner as described in Document 00 50 00 – Agreement Forms.

1.04 ADMINISTRATIVE AND PROCEDURAL SECTIONS APPLICABLE TO THE CONTRACT

- A. AIA A201, General Conditions
- B. Document 0073 00 – Supplementary Conditions
- C. Division 1 within this Project Manual

1.05 CONTRACTOR'S USE OF PREMISE

- A. Before construction is started, the Contractor shall confer with the Designer and the Owner and arrange for available trucking and storage space for the delivery of materials, storage space for materials and equipment, and parking space for his workmen.
- B. Construction operations and storage of materials and equipment shall be restricted to areas of the site mutually agreed upon and in such a manner as not to block access of fire fighting equipment to the building.
 - 1. Coordinate work with all other Contractors engaged in work on the site at no additional cost.
- C. Construction vehicular traffic and the operation of construction equipment shall be carefully supervised and controlled to avoid damage to existing utilities and facilities which are to remain in place.
- D. Maintenance of Traffic:
 - 1. Interfere as little as possible with facility traffic, roadway traffic, and other construction.
 - 2. Maintain vehicular traffic at all times and provide traffic control devices during construction in conformance with all requirements of the Manual on Uniform Traffic Control Devices, Latest Edition, (MUTCD) and to the satisfaction of the Owner.

3. Furnish and install temporary or permanent traffic signs and markings as necessary to maintain traffic in conformance with the MUTCD and the requirements of all Federal, State and Local laws and ordinances.
4. Allow no interference with traffic except as approved in advance by the Owner.

1.06 OWNER OCCUPANCY

- A. Partial Owner Occupancy: The Owner reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

1.07 PERMITS AND FEES

- A. Refer to Supplemental General Conditions, paragraph 1.02 Supplements to Articles, paragraph "C" Article 3 – Contractor, Item 4, regarding investigating requirements of the various utility providers for water, sewer, gas, propane, electric, telephone, etc. regarding permits and fees required for this project.

1.08 SPECIAL REQUIREMENTS

- A. Conduct of the Contractor:
 1. The Contractor shall address the subject of conduct while on the site with his employees, sub-contractors, material men, etc. Any violation regarding the following items is subject to removal of the employee from the site
 - a. Employees of the contractor shall have no interaction with building occupants
 - b. Rude comments, rude gestures, rude actions, vulgar language, etc.
 - c. Shirts are required
- B. Work Restrictions
 1. Non-smoking Building:
 - a. Smoking is not permitted within the building or within 25 feet of entrances, operable windows or outdoor air intakes.

1.09 COVID PROTOCOL:

For the duration of the project, Contractors, Materialmen, Designers and Engineers shall adhere to the currently amended CDC, State Government, and Local Government guidelines regarding COVID – 19 and its variants

All parties attending meetings or performing work on the site will be responsible for ensuring that they do not have a fever, and that they have not come into contact with or otherwise been around someone exhibiting symptoms of the COVID virus.

Workers shall have no interaction with the occupants of the building or occupants of neighboring buildings. For instances requiring access to the building, contractors, sub-contractors, materialmen, designers and engineers shall submit a schedule of dates for anticipated access; obtain permission from the building owner; and adhere to owner's guidelines.

As a minimum all individuals entering the facility will be required to provide and wear proper protective equipment, face masks or other accepted face covering, and include any other equipment posted at the facility as being required for entry. All individuals allowed into the facility will be required to exercise six-foot social distancing guidelines and no gatherings of more than 9 people will be allowed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL:

1.01 SUMMARY

- A. Include in the Contract Sum all allowances stated in the Contract Documents. Designate in the construction progress schedule the delivery rates for products specified under each allowance.

1.02 ALLOWANCE FOR PRODUCTS

- A. The amount of each allowance includes:
 - 1. The cost of the product to the Contractor, less any applicable trade discounts.
 - 2. Delivery to the site.
 - 3. Labor required under the allowance, only when labor is specified to be included in the allowance.
 - 4. Applicable taxes.
- B. In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:
 - 1. Handling at the site; including unloading, uncrating and storage.
 - 2. Protection from the elements and from damage.
 - 3. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
 - 4. Other expenses required to complete the installation.
 - 5. Contractor's and subcontractor's overhead and profit.
 - 6. Premiums for bonds and insurance, permit fees and directly attributable costs of supervision and field office personnel.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

- A. Contractor's duties:
 - 1. Assist the Designer and Owner in determining qualified suppliers or installers.
 - 2. Obtain bids from suppliers and installers when requested by the Designer.
 - 3. Make appropriate recommendations for consideration of the Designer.
 - 4. Notify the Designer promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the Construction Schedule anticipated by selections under consideration.
 - c. Any instance where the stated allowance is insufficient to cover the intended scope of work. During construction, the Contractor shall notify the Designer promptly should the actual cost of work or the anticipated cost of work approach the limit of the allowance.

1.04 ADJUSTMENT OF COSTS

- A. Upon completion of the work, the Contractor shall credit his final estimate in the amount of any unused portion of this amount via appropriate Change Order.

1.05 SCHEDULE OF ALLOWANCES

A. DISCRETIONARY FUND:

Each Bidder shall include in the Base Bid an amount as noted below which shall constitute a discretionary fund. This fund shall be used at the discretion of the Designer and the Owner.

East Hickman High School	\$10,000.00
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B. CEMENT FIBER DECK REPLACEMENT:

1. Each Bidder shall include in the Base Bid an amount noted below for repair or replacement of damaged cement fiber deck. The unit price indicated on the Bid Form shall be used to adjust the Contract Sum. Any unused portion of this allowance will be deducted by change order from the contract after substantial completion of the project.

East Hickman High School	100 square feet
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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 GENERAL:

1.1 SUMMARY

- A. Provide unit prices for products or items of work as requested within this Project Manual. Refer to individual sections. Unit Prices shall be fair representations of the cost to provide the items of work requested.
- B. Unit Prices requested within the Bid Form shall be the basis of payment for the following:
 - 1. extra work requested by the Owner
 - 2. extra work resulting from conditions encountered during construction exceeding the provisions within the construction documents
 - 3. extra work resulting from conditions encountered during construction exceeding that which is normally or reasonably expected in the prosecution of the Work.
- C. At the request of the Owner or Designer, provide unit prices for products or items of work not requested at the time of bid. Unit Prices shall be fair representations of the cost to provide the items of work requested.
 - 1. Unit Prices shall be mutually agreed upon by the Owner and the Contractor.

1.2 UNIT PRICES FOR PRODUCTS

- A. The amount of each unit price includes:
 - 1. The cost of the product to the Contractor, less any applicable trade discounts.
 - 2. Delivery to the site.
 - 3. Applicable taxes.
- B. In addition to the amount of each unit price, include in the unit price the Contractor's costs for:
 - 1. Handling at the site; including unloading, uncrating and storage.
 - 2. Protection from the elements and from damage.
 - 3. Labor for installation and finishing.
 - 4. Other expenses required to complete the installation.
 - 5. Contractor's and subcontractor's overhead and profit.
 - 6. Premiums for bonds and insurance, permit fees and directly attributable costs of supervision and field office personnel.

1.3 UNIT PRICES FOR ITEMS OF WORK

- A. The amount of each unit price includes:
 - 1. The cost of the product to the Contractor, less any applicable trade discounts.
 - 2. Delivery to the site.
 - 3. Applicable taxes.
- B. In addition to the amount of each unit price, include in the unit price the Contractor's costs for:
 - 1. Handling at the site; including unloading, uncrating and storage.
 - 2. Protection from the elements and from damage.
 - 3. Labor for prosecuting the work
 - 4. Other expenses required to complete the installation.
 - 5. Contractor's and subcontractor's overhead and profit.
 - 6. Premiums for bonds, insurance, permit fees, and directly attributable costs of supervision and field office personnel.

1.4 ADJUSTMENT OF COSTS

- A. Refer to provisions of the General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 25 00

SUBSTITUTIONS

PART 1 GENERAL

1.01 GENERAL INFORMATION

- A. This Section includes the requirements for requesting approval of proposed substitutions. The requirements of this section govern the use of "Substitution Request Form - Section 01 25 19".
- B. Certain items of materials and equipment have been specified by manufacturer's name, brand and catalog number to indicate the quality, type and function desired. Similar items of other manufacturers will be considered if they are equivalent in quality, type and function, and are compatible with adjacent, connected, or collateral materials and equipment.
- C. Where optional materials, equipment, or methods are specified, the Contractor may use any of such options, but he shall notify the Designer of the option elected within 30 days after award of the Contract and his election shall not subsequently be changed.

1.02 LIMITATIONS ON SUBSTITUTIONS

- A. General:
 - 1. This Project shall be governed by a ten-day prior approval requirement.
 - 2. Requests for substitutions must be received no later than ten working days prior to final negotiated bid.
 - 3. Additional studies, investigations, submittals, redesign and/or analysis by the Designer caused by the requested substitutions shall be paid by the Contractor at no expense to the Owner
 - 4. Substitute products shall not be ordered or installed without written acceptance
 - 5. Designer's decision shall be final concerning the acceptability of all substitutions.
 - 6. Only one request for substitution for each product will be considered.
 - 7. When substitution is not accepted by the Designer, provide the specified product.
 - 8. The burden of proof of the merit of the proposed substitution is upon the proposer
- B. Substitutions will not be considered:
 - 1. Unless the "Substitution Request Form - Section 01 25 19" attached in this Project Manual is used and the requirements of this section and Section 01 25 19 are fully complied with. Other types of forms are not acceptable.
 - 2. When indicated on shop drawings or product data submittals without separate formal request complying with "submittal procedures" specified in this section.
 - 3. Unless submitted through the General Contractor.
 - 4. After the award of the Contract unless: (1) it is considered to be to the best interest of the Owner, or (2) materials and equipment specified or previously approved become unavailable because of circumstances beyond the control of the Contractor; provided further that in the first case request for substitution has been submitted by the Contractor within 30 calendar days after the award of the Contract.
 - 5. For materials specified for esthetic reasons, i.e. for appearance, unless such substitution is equivalent in quality and that its appearance in color, texture and other appearance characteristics is indiscernible

1.03 REQUESTS FOR SUBSTITUTIONS

A. Contractor's Representation:

1. Request of substitution constitutes a representation that:
 - a. The Contractor has investigated the proposed product and has determined that it is equal to or superior in all respects to the specified product.
 - b. The Contractor will provide same type of warranty for substitution as for specified product. Contractor's warranty shall be in writing guaranteeing all substituted products have same or superior performance as the product specified.
 - c. The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 - d. The Contractor waives all claims for additional costs related to substitutions which consequently become apparent.
 - e. The cost data is complete and includes all related cost under his Contract, but excludes any approved Designer's design fees required by substitution.
 - f. The Contractor has thoroughly investigated the proposed substitute to determine if license fees and royalties are pending on the proposed substitute, for compliance with the General Conditions of the Contract/AIA 201.

B. Requests for substitutions shall be submitted on "Substitution Request Form - Section 01 25 19" attached in this Project Manual. Legible copies of this form shall be made as required for Contractor's submittals. Each submittal request form shall be complete with data substantiating compliance of proposed substitution with requirements of Contract Documents including the following information:

1. Project title and Designer's project number.
2. Identification of product specified including Specifications Section and Paragraph number.
3. Identification of proposed substitute complete with manufacturer's name and address, trade name of product, and model or catalog number. Attach product data.
4. List of fabricator and supplier (with address and phone number) for proposed substitute.
5. The effect of substitution on dimensions, material thicknesses, wiring, piping, ductwork, etc. indicated in Contract Documents.
6. The effect of substitution on other trades.
7. The effect of substitution on construction schedule.
8. Differences in quality and performance between specified product and proposed substitute.
9. Comparison of manufacturer's guarantees of specified product and proposed substitute.
10. Availability of maintenance services and replacement materials for proposed substitute.
11. Cost data comparing proposed substitute with specified product, and amount of net change to Contract Sum.
12. License fees and/or royalties pending on proposed substitute.
13. Drawings, catalog cuts, specifications, performance, and test data, samples if applicable, and all other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

1.04 SUBMITTAL PROCEDURES FOR OWNER/CONTRACTOR NEGOTIATED WORK

A. Submit separate "Substitution Request Form - Section 01 25 19" for each substitution.

1. Form shall be completely and properly filled in as required by this Section and Section 01 25 19. If form is incomplete, the Designer reserves the right to reject and return form to Contractor for completion and compliance with Sections 01 25 00 and 01 25 19.
2. Submit to Designer three copies of the completed and signed form.

- B. Make all submittals within 30 days after "Release of Each Bid Package" to provide sufficient time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
 - 1. Designer's Review Time In scheduling, allow at least 10 working days for Designer's review.
 - 2. Delays caused by the tardiness of the Contractor in preparing and forwarding of submittals will NOT be acceptable basis for extension of the Contract completion date or for consideration of alternate products which do not meet the specified requirements of this Project Manual.
- C. For approved substitutions, submit shop drawings, product data, and samples in accordance with Conditions of the Contract.

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 25 19
SUBSTITUTION REQUEST FORM

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

A. This form is part of the substitution requirements specified in Section 01 25 00

1.02 FORM

PROJECT TITLE & NO.

TO: Kaatz, Binkley, Jones and Morris Architects, Inc.
 P.O. Box 713
 1008 Charlie Daniels Parkway
 Mt. Juliet, Tennessee 37122
 Telephone: (615) 754-5393 FAX: (615) 754-5340

ATTN: _____

Specified Item:

Section: _____ Paragraph: _____

Proposed Substitute:

Attach complete description, catalog, spec data, and laboratory tests if applicable.

1. What effect will substitution have on dimensions, gauges, weights, etc., indicated in Contract Documents?

2. What effect will substitution have on wiring, piping, ductwork, etc. indicated in Contract Documents?

3. What effect will substitution have on other trades? _____

4. What effect will substitution have on construction schedule? _____

5. What are the differences in quality and performance between proposed substitute and specified product? _____

6. Manufacturer's guarantees of the specified products and proposed products are:
Same: _____ Different (Explain) _____

7. List (on separate sheet) the availability of maintenance services and replacement materials for proposed substitute.
8. List (on separate sheet) names, addresses and phone numbers of fabricators and suppliers for proposed substitutes.
9. If the substitution request is accepted, it will result in:
No cost impact: _____ Credit (How Much): _____
Added Cost (How Much): _____
10. There are _____ are not _____ license fees and royalties pending on the proposed substitute. (Explain):

11. The undersigned shall pay for additional studies, investigations, submittals, redesign and/or analysis by the Designer caused by the request substitutions.

SUBMITTED BY: (Supplier or Subcontractor)

Firm: _____

Address: _____

Signature: _____

Telephone No.: _____ Date: _____

Fax No.: _____

REVIEWED AND APPROVED for Subcontractor by (General Contractor):

Firm: _____

Address: _____

Signature: _____

Telephone No.: _____ Date: _____

DESIGNER'S REVIEW COMMENTS:

____ Accepted

____ Accepted as Noted
(see attached copy)

____ Rejected due to
incomplete form. Resubmit

____ Not Accepted

____ Received Too Late

Signature: _____

Date: _____

Remarks:

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END OF SECTION

SECTION 01 26 0

CONTRACT MODIFICATIONS

PART 1 GENERAL

1.01 FORMS

- A. Change Order Form: AIA Document G701
- B. Itemization Form: Itemization Form (attached at the back of this section)

1.02 DOCUMENTATION OF CHANGE IN CONTRACT

- A. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- B. Utilize the attached Itemization Form. Provide the following information in addition to the Form:
 - 1. Taxes, insurance, and bonds
 - 2. Overhead and Profit
 - 3. Change in Contract Time with justification
 - 4. Credit for deletions from Contract, with similar documentation
- C. Changes on Time and Material basis :
 - 1. Support each claim for additional costs and for work done on a time and material basis, with the following information:
 - a. Origin and date of claim
 - b. Time records and wage rates
 - c. Invoices and receipts for products, equipment, and subcontracts

1.03 CHANGE PROCEDURES

- A. The Designer will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by AIA A201, by issuing supplemental instructions on AIA Form G710
- B. The Designer may issue a Proposal Request which includes a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 5 working days.
- C. The Contractor may propose a change by submitting a request for change to the Designer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect of the Contract Sum, and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Refer to Section 01 25 00 regarding Substitutions.

1.04 CONSTRUCTION CHANGE DIRECTIVE

- A. Designer may issue a document instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The Document will describe changes in the Work. Contractor shall notify the Designer promptly if a change in Contract Time or Contract Price is anticipated.
- C. Promptly execute the change in Work.
- D. Identify the Change Directive as a separate line item on the Application for Payment.

1.05 LUMP SUM CHANGE ORDER

- A. Lump Sum Change Orders shall be based on the Proposal Request and Contractor's lump sum quotation of Contractor's request for a Change order as approved by the Owner and Designer.

1.06 UNIT PRICE CHANGE ORDER

- A. For unit prices and quantities included at the time of bid, the Change Order will be executed on a fixed unit price basis.
- B. For unit costs or quantities of units of work not included at the time of bid, execute the Work under a Construction Change Directive.
- C. Changes in Contract Sum or Contract Time shall be calculated as specified for Time and Material Change Order.

1.07 TIME AND MATERIAL CHANGE ORDER

- A. Submit an itemized account and supporting data after completion of change, within the time limits indicated in the Conditions of the Contract.
- B. Designer, will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. Determination shall be based on full information required for evaluation of proposed changes and full information required to substantiate costs for changes in the Work,
- C. Maintain detailed records of work for evaluation of proposed changes and to substantiate costs for changes in the Work.

1.08 EXECUTION OF CHANGE ORDERS

- A. Designer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.09 INCORPORATION OF CHANGES

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- B. Promptly revise progress schedules to reflect any change in Contract Time.
- C. Promptly record changes in Project Record Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

ITEMIZATION FORM

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

QUOTATION NO.: _____

JOB TITLE: _____

DESCRIPTION	MATERIAL				EQUIPMENT			LABOR		
	Unit	Cost	Quan	Total	Hrs	Rate	Total	Hrs	Rate	Total
SUBTOTALS										
TOTAL (Mat'l, labor, equip't)										
OVERHEAD (10%)										
TOTAL										
PROFIT (5%)										
TOTAL										
SUB-CONTRACTS										
PROFIT (5%)										
TOTAL										
PAGE TOTAL										

SECTION 01 26 67

WEATHER DELAYS

PART 1 GENERAL

1.01 EXTENSIONS OF CONTRACT TIME

- A. If the basis exists for an extension of time in accordance with paragraph 8.3 – Delays and Extension of Time of the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days complying with the requirements listed in Paragraph 1.02 below.
- B. The total number of days allowed for Weather Delay for this project is 112 days
 - 1. Total number of days above shall be regarded as the normal and anticipatable number of calendar days during which construction activity may be expected to be prevented and suspended by cause of adverse weather.
 - 2. Suspension of construction activity in excess of this number, based on adverse weather is not eligible for extension of Contract Time

1.02 ADVERSE WEATHER and WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 - 1. precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
 - 2. temperatures which do not rise above 32 degrees F by 10:00 a.m.
 - 3. temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified.
 - 4. sustained wind in excess for twenty-five (25) m.p.h.
 - 5. standing snow in excess of one inch (1.00").
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
 - 1. for rain days above the standard baseline;
 - 2. only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and,
 - 3. at a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.
- C. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractors scheduled workday, including a weekend day or holiday if Contractor has scheduled construction activity that day.
- D. On projects involving re-roofing, roof demolition or other demolition work on occupied buildings which must be maintained in a watertight condition, additional weather factors may be considered, such as weather forecasts of rain chances exceeding 40%, time of day of rain, etc.

1.03 DOCUMENTATION AND SUBMITTALS

- A. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.

- B. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Designer at beginning of project.
- C. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in Paragraph 4.3 of the Conditions.
- D. If an extension of the Contract Time is appropriate, it shall be effected in accordance with the provisions of Article 7 of the General Conditions and the applicable General Requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 00

APPLICATION FOR PAYMENT

PART 1 GENERAL

1.01 APPLICATION FOR PAYMENT

- A. The form for application shall be AIA Documents G702 Application and Certification and G703 Continuation Sheet.
- B. Submittals:
 - 1. Schedule of Values shall be submitted to the Designer for review and approval prior to the first Application for Payment.
 - 2. Applications for Payment shall be submitted to the designer in accordance with the schedule established by Conditions of the Contract and Agreement between the Owner and Contractor.
 - 3. Submit the original and five copies of each Application with three copies of an updated progress schedule, visitor's log and shop drawing log to the Designer.
- C. The Continuation Sheets for the application shall be itemized with the line items and values of the Schedule of Values accepted by the Designer. Refer to Section 01 33 0 – Submittals for additional requirements regarding Schedule of Values
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Include Shop Drawing Log and Daily Job Log with each Application (refer to Section 01 30 00 – Administrative Requirements
- F. When the Designer finds the Application properly completed and correct, he will transmit the certificate for payment to the Owner, with a copy to the Contractor.
- G. Prepare the Application for Final Payment per Section 01 77 00 – Closeout Procedures
- H. Refer to Section 01 30 00 – Administration Requirements regarding progress meetings and the requirement for the contractor to provide a “booklet” concerning monthly construction activities

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Not later than 20 days from the date of commencement, using the Project Manual Table of Contents as a guide, the Contractor shall provide to the Owner thru the Designer, the names of persons or entities proposed as suppliers, vendors and manufacturers for products required for the Project and the names of the installing subcontractor or sub-subcontractor.
- B. Persons or entities proposed by the Contractor and to whom the Owner and Designer have made no reasonable objection shall be used on Work for which they were proposed and shall not be changed except with written consent of the Owner and Designer.

1.02 COORDINATION

- A. Subcontractors
 - 1. It is the responsibility of the Contractor to coordinate the work of his mechanical and electrical subcontractors. To this end the Contractor shall require that the mechanical and electrical subcontractors examine and familiarize themselves with the architectural and structural drawings as well as the mechanical and electrical drawings and that they frequently consult with each other and all other trades so that the work can be properly coordinated.
 - 2. The Contractor shall carefully check the work of his subcontractors in order to deliver to the Owner the Contract Work complete and properly installed in conformance with the Contract Drawings.
- B. Other Contractors
 - 1. The Owner may let separate contracts for work to be performed in the same areas as work under the Contract. The Contractor shall cooperate with such separate contractors to prevent conflicts where their respective work interfaces.

1.03 SUPERVISION

- A. The Contractor shall provide supervision, miscellaneous labor, dimensional layout and dimensional controls, temporary construction, and temporary storage as required for timely completion of the project.
- B. The Owner reserves the right to select the Project Manager and the Superintendent for this project.
- C. The Contractor's project management personnel shall be subject to the qualifications, responsibilities, and approvals set forth below.
 - 1. Project Manager and Superintendent shall be experienced in supervision of construction work of the magnitude and general character of this project prior to his employment on this project.
 - a. The Project Manager and Superintendent shall be fluent in the English language and shall be able to speak, read, and write English
 - 2. Their identity, experience, record, and other qualifying data shall be submitted to the Designer for approval.
 - 3. Project Manager and Superintendent shall remain on the project until final acceptance of the work unless otherwise approved by the Designer.

4. Alternate Project Manager and Superintendent shall not be substituted at the job without approval of the Designer unless that Project Manager and / or Superintendent is terminated from employment by the Contractor
 5. If the Project Manager and / or Superintendent's performance is unacceptable, as determined by the Designer, the Owner shall have the right to request the Project Manager and / or Superintendent be replaced with an alternate superintendent acceptable to the Designer.
- D. Contractor's superintendent shall devote his full time to this project and shall maintain his office on the job site. He shall direct, coordinate and supervise all work under this contract and shall inspect all materials delivered to the project.
- E. Subcontractors shall provide, whenever any of this work is in progress, a qualified and competent full time project foreman/superintendent whose duties shall include the coordination of his work, the means, methods, techniques, and procedures necessary to complete the Work.

1.04 PRECONSTRUCTION CONFERENCE

- A. Prior to beginning work under the Contract, the Contractor, together with representatives of his major subcontractors, shall meet with the Owner's representatives and the Designer to discuss the following:
1. Scheduling the work
 2. Procedures,
 3. Use of site
 4. Other matters pertaining to construction administration.

1.05 LOGS

- A. Shop Drawing:
1. The Contractor shall maintain a Shop Drawing Log identified with project Name showing the title of each submittal, date of submittal, date returned, and status.
 2. Submit copies of this Shop Drawing Log with each pay request.
- B. Visitor
1. The Contractor shall maintain a log in the field office to record visits by the Designer, his consultants and all official observers. This log shall become the official record of all job visits and shall show: Date, Time of arrival, and departure, individual's name, and company represented.
 2. Submit a copy of this log with each pay request indicating Project Name, and period covered by the log.
- C. Daily Job Log:
1. The Contractor shall maintain a Daily Job Log identified with project Name indicating the work performed on that day, the number of workers (by trade category), weather information, deliveries, other pertinent information related to daily activities, etc.
 2. Submit copies of this Daily Job Log with each pay request.

1.06 SAFETY

- A. The Contractor shall make frequent review of safety of the work area and shall be directly responsible for the procurement of materials and the supervision of safety of the work area to include all reports required.

1.07 SEQUENCING OF WORK

- A. The Contractor shall coordinate the construction sequencing and staging.

1.08 CONSTRUCTION SCHEDULE

- A. All Bidders are advised that the date for completion of the project is noted in the Bid Form and shall consider this date when calculating their bids and when calculating manpower requirements and materials deliveries.

1.09 PROGRESS MEETINGS

- A. Once per month, at a time mutually established by the Owner, Designer, and Contractor, representatives of the Owner, Designer, and Contractor shall meet on site to review the status of the project, and to discuss anticipated future construction activities, material deliveries, coordination with materials or work provided by the Owner, construction issues requiring Designer and Owner's attention, etc.
- B. Refer to Section 01 33 00 – Submittals for progress submittals required for the meeting

1.09 MISCELLANEOUS PROVISIONS

- A. Refer to Section 01 25 00 for requirements regarding substitutions.
- B. Refer to Section 01 77 00 for requirements regarding close out procedures.
- C. Refer to Section 01 74 00 for requirements regarding cleaning.

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 GENERAL

1.01 PROCEDURES

- A. Deliver submittals to Designer (as noted below) only thru the General Contractor. Submittals will be accepted directly from suppliers and subcontractors, provided that the Designer is agreeable to, and is notified by the Contractor that such delivery has been authorized by the Contractor.
Katz, Binkley, Jones and Morris Architects, Inc.
1008 Charlie Daniels Parkway (P. O. Box 713)
Mt. Juliet, Tennessee 37122
- B. Transmit each item with a Designer accepted transmittal form indicating the following information:
 - a. Project Name and Location,
 - b. Designer Job Number,
 - c. Contractor,
 - d. Subcontractor,
 - e. Major Supplier,
 - f. Pertinent Drawing Sheet and Detail Number,
 - g. Project Manual Section Number,
 - h. Date and number of submittal.
- C. Submittals which lack required identification information will be returned to Contractor with no action taken. No extensions in Contract Time will be granted due to delays caused by Contractor's failure to follow procedure.
- D. Provide blank space on each submittal for Contractor and Designer stamps.
- E. After Designer's review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Submit shop drawings, product data, and samples, in time to allow not less than two weeks for processing by the Designer, plus an additional week for mechanical and electrical drawings.

1.02 SCHEDULE OF VALUES

- A. The Schedule of Values specified in the General Conditions shall be divided into not less than one line item for each section of the specifications except Division 1 sections. The Schedule of Values shall contain a line item for each Allowance "built" into the Project.
 - 1. A preliminary copy of the Schedule of Values will be required to be supplied by each bidder within 24 hours of the receipt of bids (refer to Bid Form, Stipulations, Item # 14)
- B. Submit typed schedule on AIA Form G703
- C. As construction progresses revise schedule to list change orders with each application for payment as separate line items

1.03 APPLICATIONS FOR PAYMENT

- A. Submit in accordance with Section 01 29 00.

1.04 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Electronic submittals:
 - 1. See the General Conditions for general provisions pertaining to shop drawings, product data and samples.

2. Submit electronic submittals via email as PDF electronic files
 - a. Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least by 8-1/2" x 11", but no larger than 30" x 42".
 3. Designer will annotate and retain one copy of file as an electronic Project Record document file and return one annotated file to the Contractor.
- B. All samples shall have a label or tag containing the required information firmly affixed thereto.
 - C. Shop drawings submitted without evidence that they have been reviewed by the Contractor, as specified the General Conditions, or without proper identification as specified herein, will be returned to the Contractor without action by the Designer and shall be properly resubmitted.
 - D. Shop drawings, product data and samples will be required for items listed hereinafter in the various sections of the specifications. The Designer reserves the right to request samples of proposed substitutions for materials or equipment specified, whether or not samples of the materials and equipment specified are called for.
 - E. In checking shop drawings, the Designer will not check dimension, quantities, electrical characteristics of equipment, details as strictly set forth in the specifications, nor coordination of work between various trades, these being the responsibility of the Contractor. The Designer may call attention to obvious discrepancies between the shop drawings and the Contract Drawings and Specifications concerning such items as dimensions and quantities but shall assume no responsibility for the accuracy thereof.
 - F. The stamps of the Designer on returned shop drawings shall be interpreted as follows:
 - (1) REVIEWED WITH NO EXCEPTIONS TAKEN: No Corrections. Proceed with the work.
 - (2) REVIEWED WITH EXCEPTIONS AS NOTED: May proceed with work as corrected. Shop drawings bearing this stamp must be revised and resubmitted for final review.
 - (3) REVISE AND RESUBMIT: No work shown shall be fabricated or furnished until shop drawings have been revised and resubmitted for further checking or review.
 - (4) REJECTED: Work shown is not in accordance with Contract requirements and is rejected. Make new submittals.

1.05 MANUFACTURER'S CERTIFICATES

- A. When specified in individual sections of the Project Manual, submit manufacturer's certificate to Designer for review, in quantities specified in paragraph 1.04 above.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Designer.

1.06 CONTRACTOR REVIEW OF SUBMITTALS

- A. Review submittals for compliance with the contract documents prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers and conformance of submittal with requirements of Contract Documents.
- B. Coordinate submittals with requirements of Work and of Contract Documents.
- C. Sign or initial each sheet of shop drawings and product data and each sample label to certify compliance with requirements of Contract Documents. Notify Designer in writing at time of submittal, of any deviations from requirements of Contract Documents.
- D. Do not fabricate products or begin work requiring submittals until return of submittal with Designer acceptance.
- E. When the phrase "by others" appears on a shop drawing, the Contractor shall indicate on the shop drawing whom is to furnish the material or operation so noted, before submitting the drawing.

1.07 CONSTRUCTION SCHEDULES

- A. When required by the Owner and Designer, submit a horizontal bar chart with separate bar for each major trade or operation, identifying first work day or each week
- B. Submit schedule within 20 days after date of Owner-Contractor Agreement for coordination with Owner's requirements.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version. Provide narrative report to define problem areas, anticipated delays and impact on Schedule. Report corrective action taken, or proposed action and its effect including the effect of changes on schedules of separate contractors.

1.08 RECORD DRAWINGS

- A. Refer to Section 01 78 39 – Project Record Documents with reference to requirements pertaining to record drawings

1.09 CONTRACT CLOSE-OUT SUBMITTALS

- A. See Section 01 77 00 hereinafter for submittals and procedures required for contract close-out.

1.10 PROGRESS MEETINGS

- A. Once per month, at a time mutually established by the Owner, Designer, and Contractor, representatives of the Owner, Designer, and Contractor shall meet on site to review the status of the project, and to discuss anticipated future construction activities, material deliveries, coordination with materials or work provided by the Owner, construction issues requiring Designer and Owner's attention, etc.
- B. The Contractor shall prepare multiple copies of a "bound", 8-1/2" x 11" format, tabbed, booklet ("Ibico" type binding is acceptable) indicating the following:
 - 1. Cover sheet indicating the project name, date, an aerial photograph indicating site progress, and the Contractor's name and business location
 - 2. Monthly Progress Meeting Agenda
 - 3. Schedule of monthly meeting dates
 - 4. A listing of construction activities based on work category per CSI Masterformat
 - 5. Construction Schedule (refer to Section 01330 – Submittals)
 - 6. Action Item Log
 - 7. Construction Changes Log
 - 8. Request for Information Log
 - 9. Shop Drawing Submittal Log
 - 10. Copy of Pay Application
 - 11. New Business Items
 - 12. Site Tour / Observation Items
 - 13. Color Photographs indicating construction performed during the time period identified in the report
 - a. Maximum two (2) pictures per page with title of the location of the picture
 - b. Minimum two (2) aerial pictures
 - c. Minimum eight (8) construction photos (more as required for stage of construction)

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 QUALITY CONTROL: GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.
- B. Substitution of materials must be approved by the Owner and Designer. Any materials installed in the project which has not received written approval by the Owner and Designer shall be removed at no cost to the Owner and replaced with specified materials.
- C. All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's instructions and recommendations. Any conflicts between such manufacturer's instructions and recommendations and the specifications shall be brought to the attention of the Designer and the procedures reconciled before proceeding with the work
- D. Perform work by qualified skilled mechanics to produce workmanship of specified quality.
- E. Comply with specified standards as a minimum quality of the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- F. Maintain field measurements per shop drawings or as otherwise instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand the stresses encountered.
- H. Tolerances:
 - 1. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Designer prior to proceeding with work.
 - 2. Adjust products to appropriate dimensions. Place products in proper position prior to securing in place.
 - 3. Monitor construction to produce acceptable work. Tolerances shall be non-cumulative.

1.02 REGULATORY REQUIREMENTS

- A. Codes:
 - 1. Work shall conform to the requirements of the following: (this list is provided as a convenience to the Contractor and is not to be considered all inclusive of codes and regulations that may apply)
 - a. 2012 Edition of the International Building Code, with local amendments
 - b. 2012 Edition of the International Fire Code including NFPA-101, Life Safety Code, 2012 edition.
 - c. International Energy Conservation Code, 2012 edition.
 - d. North Carolina Handicapped Code, 2012 edition
 - e. Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI A17.1b, latest edition.
 - f. Boiler and Unfired Pressure Vessel Inspection Law, latest edition
 - g. Environmental Protection Agency and the Tennessee Public Health Department, latest rules and regulations

2. Plumbing and gas piping work shall conform to the requirements of the International Plumbing Code, 2012 edition International Mechanical Code, 2012 edition, and International Fuel Gas Code, 2012 edition;
 3. Electrical work shall conform to the requirements of the 2017 National Electrical Code, NFPA No. 70 Current Edition and the State of Tennessee Department of Commerce and Insurance, Division of Fire Prevention, Tennessee Chapter 0780-2-1, Electrical Installations or the International Electrical Code, 2002 editions whichever is more stringent
 4. Heating, Ventilating, and Air conditioning work shall conform to requirements of NFPA No. 90A, Standard for the Installation of Air Conditioning and Ventilating Systems or the International Fuel Gas Code, 2012 edition, whichever is more stringent.
- B. Code Standards:
1. Fire doors shall conform to requirements of NFPA No. 80, Standard for Fire Doors and Windows. Wood Fire doors shall also conform to requirements of positive pressure fire door test procedures per the International Building Code (IBC)
 2. Heating, ventilating and air conditioning work shall conform to requirements of NFPA No. 90A, Standard for the Installation of Air Conditioning and Ventilating Systems.
- C. Regulations:
1. Electrical work shall conform to applicable regulations of the State of Tennessee, Department of Insurance, Division of Fire Prevention; and to applicable regulations of the local utility company.
 2. Public water work shall meet all requirements of the authority having jurisdiction
 3. Waterline base under roadways and adjacent construction shall meet all requirements of the State of Tennessee Department of Transportation.
 4. Water wells and Geothermal wells shall meet all requirements of the State of Tennessee Water Well Driller Act
- D. Material and Testing Standards:
1. Components of the work shall conform to requirements of American Society for Testing and materials (ASTM) standards, American National Standards Institute (ANSI) standards, and trade association standards, as listed in the various other sections of the Project Manual.
 2. Any material or other work specified by reference to the number, symbol, or title of a specific standard, such as American National Standards Institute (ANSI) Standard, a Federal Specification, a trade association standard, or other similar standard, shall conform to the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the drawings and specifications, except as limited to type, class or grade, or as modified in such reference.
 3. The standards referred to, except as modified in individual sections of the Project Manual, shall have full force and effect as though recited for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Designer will furnish, upon request, information as to how copies of the standards referred to may be obtained.
 4. Where material or work is specified by reference to conform to standards such as listed in sub-paragraphs 1 and 2 above, or to codes, laws and regulations, but specific provisions of the Contract Drawings or Contract Specifications exceed the requirements of such references, the Contract drawings and Specifications shall govern.
 5. Decisions heretofore made concerning the equivalence or equality of materials, supplies, and equipment furnished for or incorporated in other projects, completed or under construction, for Hickman County Schools and/or Kaatz, Binkley Jones and Morris Architects. Inc., shall not be considered as precedents

or criteria and shall have no bearing or influence on the question of equivalent, equal, or comparable materials, supplies, and equipment for the Contract project.

1.03 TESTING LABORATORY

- A. General:
 - 1. The services of an Independent Testing Laboratory (selected by the Owner) to perform specified services and testing shall be paid out of the Testing Allowances noted in Section 01 21 00 - Allowances. The services of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.
 - 2. The Contractor shall coordinate and pay, if required, for inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities as required by the Contract Documents.
- B. Qualifications:
 - 1. The lab shall meet "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories, and Basic requirements of ASTM E 329 "Standard Specification for Agencies Engaged in the Testing and /or inspection of Materials Used in Construction".
 - 2. The laboratory shall be authorized to operate in the State of Tennessee.
 - 3. Submit copies to the Designer of the report of inspection of facilities made by Materials Reference Laboratory of National Bureau of standards during the most recent tour of inspection with the memorandum of remedies of any deficiencies reported by the inspection
 - 4. Approval of the laboratory shall be obtained from the Designer.
- C. Duties:
 - 1. The lab shall perform specified inspections, sampling and testing of materials and methods of construction and promptly submit five copies of the written report of each test and inspection to the Designer.
- D. Limitation of Authority
 - 1. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, approve or accept any portion of the Work, or perform any duties of the Contractor.
- E. Contractor's Responsibility with regard to Testing Laboratories
 - 1. Furnish copies of Products Test reports to Designer.
 - 2. Furnish incidental labor and facilities to facilitate inspections and tests and for storage and curing of test samples.
 - 3. Notify the lab sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - 4. Make arrangements with lab and pay for additional samples and tests required for Contractor's convenience.

1.04 TESTS / INSPECTIONS

- A. Tests required establishing compliance with the Contract requirements for quality control shall be made by an independent testing / inspection agency selected by the Owner.
 - 1. See provisions of Divisions 21, 22, 23, 25, 26, 27, and 28 for tests required for mechanical and electrical work.
- B. Representatives of the testing/ inspection agency shall have access to the work at all times. The Contractor shall provide facilities for such access and samples as necessary so that the testing / inspection agency may properly perform its function.
- C. Not Used
- D. Tests:
 - 1. See provisions of the General Conditions and Supplemental Conditions regarding tests required by governing authorities.

- 2. See provisions of Divisions 02 thru 14 for tests / inspections required
- 3. See provisions of Divisions 21, 22, 23, 25, 26, 27, 28, for tests required for mechanical and electrical work.
- E. The cost of the initial services of the testing / inspection agency shall be paid by the Contractor using the testing allowance funds specified in Section 01 21 00 - Allowances. When the initial tests indicate noncompliance with the Contract requirements, any subsequent retesting occasioned by noncompliance shall be performed by the same testing agency and the cost thereof shall be borne by the Contractor and not charged against the testing allowance fund.

1.05 INSPECTION SERVICES

- A. The Owner may appoint, employ and pay for specified services of an independent firm to perform inspection after construction.
- B. The independent firm will perform inspections and other services specified in individual sections of the Project Manual and as required by the Owner.
- C. Inspection may occur on or off the project site. Perform off-site inspection as required by the Owner.
- D. Submit reports by the independent firm to the Designer and Contractor. Indicate inspection observations and indicate compliance or non-compliance with Contract Documents.
- E. Cooperate with the independent firm. Furnish safe access and assistance as requested.
- F. Inspection does not relieve Contractor to perform work to contract requirements.

1.06 MANUFACTURER'S FIELD SERVICE

- A. When so specified, supplier or manufacturer shall provide qualified personnel to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; testing, adjusting and balancing of equipment as applicable. Supplier or manufacturer shall make appropriate recommendations.
- B. Report observations, decisions made on site, or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- C. Submit report within 15 days of observation to Designer for review.

1.07 NOT USED

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing conditions and substrate surfaces are acceptable for subsequent work Start of new work indicates acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual sections of the Project Manual.
- C. Verify availability, characteristics, and location of utility services.

3.02 PREPARATION

- A. Clean substrate surfaces prior to application of subsequent materials or products.
- B. Repair cracks or openings of substrate prior to application of subsequent materials or products.
- C. Apply manufacturer's required or recommended underlayment, backer board, substrate primer, sealer, conditioner, etc. prior to applying subsequent materials.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 UTILITIES SERVICES FOR CONSTRUCTION PURPOSES

- A. Water and electric power required for construction purposes will be available at the existing building.
 - 1. Should the contractor require electrical power in excess of that available at the existing building, the contractor shall furnish and pay all costs associated therewith.
- B. The Contractor shall furnish and install all temporary piping and wiring required for the use of these services during construction and upon completion of the Work shall remove such temporary piping and wiring.

1.02 BARRICADES AND SPECIAL CONTROLS:

- A. Provide all temporary barriers and warning signs around the site of new building to control access of unauthorized persons to work areas, and as required by law.
- B. Provide temporary barriers and warning signs at excavations that must be left open during nonworking hours, including warning lights at night.
- C. Provide covered walkways required by governing authorities for public rights-of-way.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- E. Install and maintain traffic barricades along existing roads, drives, parking areas, etc., until project is complete

1.03 CONSTRUCTION AIDS:

- A. Provide necessary staging, scaffolding, hoisting equipment and temporary walkways and ladders required for installation of the work under the Contract.

1.04 TEMPORARY BUILDINGS:

- A. Provide temporary field office and storage sheds as required to carry on the work. Coordinate location of field office with Owner. Adequate space shall be provided in the field office for convenient use and storage of Contract Drawings and Specifications, approved shop drawings, samples and field records. Truck trailers may be used for temporary field office and storage enclosures.
- B. Upon completion of the work all temporary buildings shall be removed and the area of the site that they occupied shall be restored to its condition at the commencement of work under the Contract.

1.05 TEMPORARY CONSTRUCTION

- A. Barricades shall be constructed of 1/2 inch thick CDX plywood having 2 x 4 framing and 6 mil pvc dustproof lining. Provide transition doors where required.

1.06 SANITARY FACILITIES:

- A. Provide adequate temporary toilet facilities for the use of workmen, conforming to applicable laws, ordinances, and regulations of local authorities, the State of Tennessee, and the Federal Government.
- B. Upon completion of the Work, temporary toilet facilities shall be removed from the site.

1.07 TEMPORARY ENCLOSURES:

- A. Provide temporary weathertight closures when it is necessary to protect the Work from the weather and to permit the use of temporary heat.
- B. Maintain emergency exits at all existing exit doors during normal operating hours or when buildings are otherwise occupied. Maintain a clear path of emergency exit from these exits.
- C. Provide temporary partitions where required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture and to prevent damage to existing materials and equipment. Construction of partitions shall be framing materials and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces.

1.08 TEMPORARY HEAT AND VENTILATION:

- A. Provide temporary heat as necessary for protection and drying out of the Work and to allow Work to be prosecuted in cold weather.
- B. Heat shall be provided by means of approved temporary heating equipment which in installation and operation will not damage the Work. Provide adequate and proper fuels and all services required to furnish heat as required. Salamanders shall not be used inside the building. Heaters used to dry out or protect freshly placed concrete shall be of a type and shall be so ventilated as to protect carbon-dioxide from damaging concrete.
- C. After the construction has reached a point where the permanent heating systems are operable, the Contractor may use the permanent heating equipment for temporary heating.
- D. Costs of providing temporary heat shall be borne by the Contractor.
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors, and gasses.

1.09 TELEPHONE SERVICES:

- A. Provide telephone service as required to conduct business related to the project. The cost of telephone service shall be paid by the Contractor.

1.10 BULLETIN BOARD AND JOB SIGN:

- A. On or near the field office, the Contractor shall install a bulletin board upon which to post legally required notices. The bulletin board shall be of adequate size to contain all required notices and be so constructed as to protect the postings from obliteration by the weather.
- B. Maintain the sign in good condition from start to completion of the Work.

1.11 RODENT AND VERMIN CONTROL

- A. Provide on the project site ample and suitable refuse containers with covers. The Contractor shall be responsible for containing and removing from the site all refuse from meals eaten on the site and other rodent or vermin attracting refuse.
- B. During the construction period, precautions shall be taken as necessary to control the entry and breeding of rodents and vermin.
- C. If, within three months after completion of the Work, the building is found to be infested by rodents or vermin, the Contractor shall bear the cost of extermination.

1.12 ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction.
- B. Extend and relocate from one position to another as Work progresses. Provide detours necessary for unimpeded traffic flow.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels prior to entering streets.

1.13 POLLUTION CONTROL

- A. Conduct clean-up and disposal operations to comply with local ordinances and anti-pollution laws.
- B. Burning or burying of rubbish and waste materials on the project site is not permitted.
- C. Disposal of volatile fluid waste (mineral spirits, oil, paint thinner, etc.) in storm or sanitary sewer systems or into streams or waterways is not permitted.

1.14 PARKING AND DELIVERIES

- A. Space for parking of workmen's cars and space for truck deliveries shall be restricted to the site. Coordinate parking space requirements with the Owner.

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 DEFINITIONS

- A. Products:
 - 1. New materials, machinery, components, equipment, fixtures, and systems forming the Work
 - 2. Existing materials or components required for reuse.

1.02 REQUIREMENTS

- A. Comply with individual sections of the Project Manual
- B. Comply with reference standards.

1.03 BUILDING PRODUCTS USE

- A. It is the responsibility of the Contractor to inform himself concerning the application of the products he uses and to follow the directions of the Designer and manufacturer.
- B. In the event of disagreement between the Contract Documents and the manufacturer's directions, the Contractor shall obtain written instructions from the Designer before proceeding with the installation.
- C. If the Contractor has knowledge of or reason to believe the likelihood of failure, he shall transmit such knowledge to the Designer, and ask for written instructions before proceeding with the Work.

1.04 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to ensure that products comply with requirements that quantities are correct, and that products are undamaged. Immediately reject non-conforming materials and remove them from the site.

1.05 STORAGE OF MATERIALS AND EQUIPMENT

- A. Storage of materials and equipment shall be restricted to the site except as provided in the Conditions of the Contract.
- B. Store materials, products, and equipment with seals and labels intact and legible. Follow manufacturer's instructions. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground.
- D. Arrange storage to provide access for inspection. Periodically inspect to ensure products are undamaged and are maintained under required conditions

1.06 PROTECTION OF MATERIALS AND EQUIPMENT

- A. Materials and equipment stored on the site to be incorporated in the Work shall be adequately protected from damage by the weather or by construction operations.
- B. Materials subject to damage by water shall be blocked off the ground and protected with waterproof coverings, stored in weather-tight floored sheds or in the building after it is enclosed.
- C. Material subject to damage by soiling or exposure to sunlight shall be protected with appropriate covering. Provide ventilation to avoid condensation.

- D. Materials and equipment shall be so transported, handled, and stored as to prevent physical damage to the materials and equipment.

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 PREPARATION

A. VERIFICATION OF DIMENSIONS

1. Dimensions, elevations, and locations shown on the drawings in reference to existing structures and utilities are the best available data obtainable but are not guaranteed by the Designer or the Owner and the Designer and the Owner will not be responsible for their accuracy.
2. Before proceeding with any Work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines levels, or other conditions or limitations at the site and building to avoid construction errors. If any Work is performed by the Contractor or by his subcontractors prior to adequate verification of applicable data, any resultant extra cost for adjustment of work to conform to existing limitations shall be borne by the Contractor without reimbursement or compensation by the Owner.

B. CONTROL POINTS AND LAYOUT

1. The initial lines, grades, and dimensions necessary for the location and control of the Work under the Contract are shown on the Contract Drawings.
 - a. Not used
2. The Contractor shall provide for himself all additional and supplementary lines and grades as may be necessary to layout the Work and ensure proper control of the Work until completion. It shall be the Contractor's responsibility to satisfy himself as to the accuracy of all measurements before construction.
3. The dimensional controls for the project including horizontal and vertical alignment and coordination of required openings, backings, anchors, structural bearing plates, and supports shall be the responsibility of the Contractor.
 - a. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools, and materials, and all labor as may be required in layout of any part of the Work

C. EXISTING CONDITIONS

1. The Contractor shall be responsible to determine the exact location, nature and status of all utility and service lines whether shown on plans or not prior to removing, adjusting, altering, extending, or relocating and shall make all necessary caps, plugs, and terminations as required by the building Owner; the utility owner; and /or governing authorities.
 - a. Contractor shall return utility and service lines to complete operation at no additional cost to the Owner.
 - b. Any utility which is damaged due to demolition shall be repaired and/or replaced at no additional cost to the Owner
 - c. All demolition and/or capping of existing utilities, wells, etc., shall be in accordance with local regulations.

1.02 CUTTING AND PATCHING

- A. Cut and patch existing work that is to remain in place as necessary for the installation of the new Work.
- B. It is the intention of the Contract that conduit, sleeves, thimbles, and chases for the mechanical and electrical work be installed as the work progresses. The mechanical and electrical subcontractors shall respectively install the required conduit, sleeves, and thimbles shall inform the Contractor of the size and location of any required

chases. If this procedure is not followed, the mechanical and electrical subcontractors shall do all cutting of new concrete and masonry work required to install their work.

- C. Cutting of existing or new work shall be held to the minimum necessary and shall be done neatly. The Contractor shall be responsible for the proper patching and finishing of all cut work whether or not cut by his own workmen or by subcontractors.

1.03 PROTECTION

A. General:

1. Protect trees, shrubs and lawns, rock outcroppings and other features remaining as part of final landscaping
 - a. Protect plant growth and trees from injuries due to construction activities and chemical poisoning. Provide a fenced in protection zone posted with signs to prevent activities within the zone. Replace damaged plant life.
 - i. If drip line is less than 6 feet from trunk of tree, then provide protection zone with a 10 feet radius around tree.
 - ii. If drip line is between 10 and 20 feet from trunk of tree, then provide protection zone equal to the full drip line of the tree.
 - iii. If drip line is over 20 feet from trunk of tree, then provide protection zone with a 20 foot radius around the tree.
2. Protect benchmarks, existing structures, fences, roads, sidewalks, paving and curbs, etc., against damage from equipment and vehicular traffic.
 - a. Re-establish if disturbed or destroyed, at no cost to Owner
3. Protect aerial, surface, or underground utility lines or appurtenances which are to remain.
4. Establish improvements to be removed and coordinate work with the Owner
5. Establish the location and extent of utilities in the work areas. If applicable, notify utilities to remove and/or relocated lines which will be affected by demolition or construction operations.
6. Maintain, protect, re-route or extend as required, existing utilities to remain which pass through the work area
7. If it is necessary in the protection of the work to interrupt underground structures, or parts thereof, Contractor shall be responsible for and shall take all necessary precautions to protect and preserve or provide temporary and/or permanent services for the same.
 - a. When such facilities are encountered, whether shown on the plans or not, Contractor shall notify the Owner of the facility and the Engineer, and shall proceed with arrangements to have them relocated or removed at his full cost and expense.
 - b. The Contractor shall, at his expense and cost, satisfactorily adjust, relocate and/or repair all damage to such facilities or structures which may result from any of his operations or from negligence during the period of the contract and restore them to their original operable condition before completion of work.
 - i. This shall include any damage that may be inadvertently done on adjoining property.
8. During construction, the Contractor shall establish proper site drainage to prevent ponding of water on site that creates a nuisance, hazard or is detrimental to the quality of the work

B. Weather Protection:

1. Provide at all times protection against rain, wind, storms, frost, or heat so as to maintain all work, materials, equipment and fixtures free from injury or damage. At end of days work, all new work likely to be damaged by weather conditions shall be covered.

C. Water Protection:

1. Provide at all times protection of excavation, trenches, and building from damage by rain water, spring water, ground water, backing up of drains and sewers, and

all other water. Provide all pumps, equipment, temporary drains or dams, and enclosures necessary to provide this protection.

D. Protection of Installed Work:

1. Provide temporary and removable protection for installed products. Control traffic in immediate area to minimize damage.
2. Provide protective coverings at walls, projections, jambs, sills and soffits of openings. Protect finished floors and stairs from traffic, dirt, wear, damage or movement of heavy objects by protecting with durable sheet materials.
3. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped areas.

E. Fire Protection:

1. Store volatile waste in covered metal containers, and remove from site daily.

1.04 SITE MAINTENANCE

- A. Upon completion of the Work, all damage to existing ground cover, paving or site improvements resulting from the storage of materials and equipment, construction vehicular traffic, or other construction operations under the Contract shall be repaired by the Contractor to its condition at commencement of Work under the Contract.

1.05 MANUFACTURERS' DIRECTIONS

- A. All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's instructions and recommendations. Any conflicts between such manufacturer's instructions and recommendations and the specifications shall be brought to the attention of the Designer and the procedures reconciled before proceeding with the work.

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 74 00

CLEANING

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Refer to other Divisions within the Project Manual for cleaning required for specific trades or work pertaining to that trade or work.

1.02 CLEANING MATERIALS:

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

1.03 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition. The management of this part of the work shall be the responsibility of each contractor.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, cores of concrete block, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust. Continue broom and vacuum cleaning on an as needed basis until building is ready for acceptance or occupancy. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- D. Collect and remove waste materials, debris and rubbish from site at reasonable intervals and dispose off-site. Do not allow waste materials, rubbish, and debris to accumulate and become an unsightly or hazardous condition.
- E. Lower waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Open free-fall chutes shall not be permitted. Terminate closed chutes into appropriate containers with lids.
- F. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of waste materials and rubbish.
- G. Sprinkle dusty debris with water.
- H. Provide dumpster containers and locate on site for collection of waste materials, rubbish, and debris. Contract with local trash removal agency for periodic removal of collected waste.

1.04 FINAL CLEANING:

- A. Use experienced workmen, or professional cleaners for final cleaning.
- B. At completion of construction and just prior to acceptance or occupancy, conduct a final inspection of exposed interior and exterior surfaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. Polish transparent and glossy surfaces. Vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition.
- D. Repair, patch, and touch-up marred surfaces to match adjacent finishes.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. Remove snow and ice from access to building.
- G. Replace air conditioning filters if units were operated during construction.
- H. Clean ducts, blowers, and coils if air conditioning units were operated during construction.
- I. Clean roofs, gutters, downspouts and drainage systems.
- J. Remove waste and surplus materials, rubbish and construction debris from the building and the site.
- K. Maintain cleaning until the Project, or portion thereof, is occupied by the Owner.

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Comply with the requirements stated in Conditions of the Contract and in the Specifications for administrative procedures, fiscal provisions and legal submittals to closeout the Work.

1.02 SUBSTANTIAL COMPLETION

- A. Establishment of Substantial Completion:
 - 1. When the Contractor considers the Work to be substantially complete, he shall submit to the Designer:
 - a. A written notice that the Work is sufficiently complete, that the Owner may occupy the Work for the use for which it is intended and is therefore substantially complete.
 - b. A list of items to be completed or corrected shall be given to the Designer prior to inspection for substantial completion. Additionally the Designer shall be given a list of dates scheduled for completion or correction of each item.
 - 2. Within a reasonable time after receipt of such notice, the Designer will schedule a date with the Owner's Representatives and the Designer and his consultants will make an inspection to determine the status of completion.
 - 3. Should the Designer determine that the Work is not substantially complete the Contractor will be promptly notified in writing, stating reasons. The Contractor shall remedy the deficiencies in the Work, then send a second written notice of Substantial Completion to the Designer. The Designer will notify the Owner and they will re-inspect the Work.
 - 4. When the Designer concurs that the Work is substantially complete, he will prepare a Certificate of Substantial Completion on AIA Document G704 accompanied by the Contractor's list of items to be completed or corrected as verified and amended by the Designer. The Designer will submit the Certificate to the Contractor and Owner for their written acceptance.
- B. Owner's Responsibilities:
 - 1. Upon Substantial Completion of any Phase of the Work, the Owner shall assume complete responsibility for the maintenance and operation of the heating, ventilating and air conditioning system and service utilities in that portion of the Project.
 - 2. The Owner shall also become responsible for all other maintenance and damage and ordinary wear and tear and, with the exception of items under guarantee, the cost of repairs or restoration during the period between Substantial Completion and Final Completion.
 - 3. The Owner shall have the responsibility to have in effect all necessary insurance for protection against any losses not directly attributable to the Contractor's negligence.
- C. Retainage:
 - 1. Upon Substantial Completion the retainage on payments for Work in the substantially complete portion of the Project may, at the Owner's discretion, be reduced, leaving in the Contract an amount to cover the cost of the incomplete or deficient items included in the punch list made at the Substantial Completion Inspection prior to Substantial Completion.
 - a. This amount shall be approximately twice the value of the punch list items as estimated by the Architect, in order to cover the value of latent deficiencies that may not have been discovered at the final inspection.
 - b. That portion of retainage on payments made for materials stored but not incorporated into the uncompleted portions of the work shall not be released.

- D. Completion of Punch List Items:
 - 1. Unless otherwise stated in the Certificate of Substantial Completion (AIA Document G704) issued by the Designer, Punch list items shall be completed within 45 days of the date of Substantial Completion.
 - 2. The Contractor shall arrange a schedule so that punch list items are completed in the designated time by working during regular working hours.
 - 3. The Contractor shall be afforded access to the occupied portion of the building to perform this work during regular working hours.

1.03 FINAL INSPECTION

- A. When the Contractor determines the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. The Work has been inspected by a qualified person authorized by the Contractor for compliance with Contract Documents.
 - 3. The Work has been completed in accordance with the Contract Documents.
 - 4. Equipment and systems have been tested and demonstrated in the presence of the Owner's Representative and are operational.
 - 5. Inspections or letters of acceptance for items requiring approval from a governing authority as identified in Section 01 78 39 - Project Record Documents, are complete and available.
 - 6. The Work is completed and ready for final inspection.
- B. Within a reasonable time after receipt of the certification, the Designer will schedule a date with the Owner's Representative and the Designer and his consultants will make an inspection to verify completion.
- C. Should the Designer consider the Work incomplete or defective, the Contractor will be promptly notified in writing, listing incomplete or defective Work. The Contractor shall remedy the deficiencies in the Work, then send a second written certification that the Work is complete. The Designer will notify the Owner and they will re-inspect the Work.
- D. When the Designer finds the work acceptable under the Contract Documents, they shall request the Contractor to make the closeout submittals.

1.04 INSPECTION BY LOCAL GOVERNMENT AGENCIES

- A. Be responsible for notification of government agencies to make required inspections. Notify Designer 48 hours prior to inspections.

1.05 REINSPECTION FEES

- A. Should status of completion of Work require re-inspection by Designer due to failure of Work to comply with Contractor's claims on initial inspection, Owner will deduct the amount of the Designer's compensation for re-inspection services from final payment to the Contractor

1.06 CLOSEOUT SUBMITTAL

- A. The closeout submittal shall be complete and submitted to the Designer as a single package.
- B. Refer to Section 01 78 39 – Project Record Documents for information required
- C. Submit all keys to the Owner at the end of the project
 - 1. Label all keys with Owner provided room numbers
 - 2. Insert all labeled keys in a key storage cabinet

1.07 STATEMENT OF ACCOUNTS

- A. Prior to closeout submittals, submit final statement reflecting adjustments to Contract Sum indicating:
 - 1. Original Contract Sum
 - 2. Previous change orders
 - 3. Deductions for uncorrected work
 - 4. Deductions for re-inspection fees
 - 5. Other adjustments to Contract Sum
 - 6. Total Contract Sum as adjusted
 - 7. Previous payments
 - 8. Sum remaining due
- B. Designer will issue a final Change Order reflecting approved adjustments to Contract Sum not made previously by change orders.

1.08 APPLICATION FOR FINAL PAYMENT

- A. Submit application for final payment; follow provisions of Conditions of the Contract. Final payment will not be made until closeout submittals have been received and approved by the Designer.

1.09 WARRANTIES AND BONDS

- A. Provide duplicate, notarized copies
- B. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers and manufacturers.
- C. Provide table of contents and assemble in binder with durable plastic cover.
- D. Submit material prior to final application for payment.
- E. For items of Work delayed materially beyond Dated of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.10 SPARE PARTS, EXTRA MATERIALS, AND MAINTENANCE MATERIALS

- A. Provide products, spare parts and maintenance materials in quantities specified in each section in addition to that required for completion of Work. Coordinate with Owner, deliver to Owner's representative and obtain receipt prior to final payment.
 - 1. Extra materials are the property of the Owner and shall not be used by the contractor for repairs during construction, completion of punchlist items, or warranty work during the warranty period

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 GENERAL:

- A. The Contractor shall compile and maintain accurate Project Record Documents, Shop Drawings, Product Data, Maintenance and Operation Data, Record of Subcontractors, Material Suppliers, and related information that the Owner may use for maintenance, operation, repair, renovation or additions to the Work.
 - 1. Each Trade Contractor shall maintain record drawings pertaining to his individual portion of the work including the work performed by his subcontractors.
 - 2. At the end of each work-day, the Superintendent for each Trade Contractor shall update the "official record set" of documents with changes or modifications transpiring during the day.
 - 3. Upon completion of the Work the "official record documents" shall be delivered to the Designer for the Owner.
- B. Guarantees - Warranties, Certifications, letters of acceptance, maintenance agreements, bonds, and other documents required by the Contract Conditions and Specifications.
- C. Organize the material as required for submittal to and acceptance by the Designer.
- D. Owner Instruction:
 - 1. Instruct the Owner's personnel in proper maintenance of equipment, and items which were provided as part of the Work. Refer to specific equipment sections for details.

1.02 PROJECT RECORD DOCUMENTS:

- A. Maintain at the site and in good condition one complete set of all Contract Documents for use only as Record Documents. These documents shall be marked "Record Documents" and shall not be for general reference or construction use. Make the documents available for inspection by the Designer or Owner. Do not conceal work until the information is recorded.
- B. Legibly mark the drawings to record actual conditions of construction including: location, depth, and identification of new and existing underground items, location by dimension and identification of utilities, features, field changes in dimensions and detail, changes by Addenda and Change Orders, description and details of features for maintenance, service, replacement, or expansion of the Work.
- C. Legibly mark each section of the specifications to record manufacturer, trade name, catalog number, or other identification and supplier of each product, material, system, and equipment item actually installed, or, expand the Subcontractor and material supplier section to include detailed item identification or appropriate reference to items included in shop drawings, product data, and other sections of the Project Data. Coordinate with, and receive approval of Designer of an acceptable method.
- D. Failure to Provide Project Record Documents:
 - 1. Failure by the Contractor to maintain accurate data during the progress of the Work and/or failure to submit Final Record Documents as described herein shall subject the Contractor to an appropriate modification adjusting the Contract Sum in an amount to be determined by the Architect.
 - a. Such modification to the Contract Sum shall be in the form of a Change Order or other appropriate instrument crediting the Owner for the value of or costs for securing the required information.

1.03 PROJECT DATA BINDERS:

- A. Furnish two complete sets of Project Data in commercial quality three ring binders with durable plastic covers. Identify the Project on the face and side of the binder. Use ring size appropriate to the amount of material to be included. If two binders are required, identify as Volume I and II. Identify as Set #1, or "Original", the set that contains the original Warranties,

Bonds, and Maintenance Agreements. Provide tab dividers to organize the materials. The Project Data shall include:

1. Cover sheet or sheets giving complete Project Title, Contractor's Name, address, phone number, name of project superintendent, project manager, and related information.
2. Index.
3. Contractor's Warranty of the Work.
4. Warranties, Guaranties, and Bonds.
5. Certificate of Substantial Completion.
6. Complete listing of subcontractors and material suppliers including company name, address, phone number, contact person, and local representative. Include complete product description unless the specifications have been legibly marked with this information or product information is included elsewhere in this binder.
7. Evidence of compliance with requirements of Governing Authorities
 - a. Certificate of Occupancy.
 - b. Certificates of Inspection required for mechanical and electrical systems.
 - c. Any additional requirements of Authorities Having Jurisdiction.
8. Project Record Documents.
9. Operation and Maintenance Data.
10. Spare parts and Maintenance Materials. Furnish preprinted copies of manufacturer's maintenance or use instructions when recommended by the manufacturer if not specifically required by individual Sections of the Project Manual.
11. Not used
12. Evidence of Payment and Release of Liens following Conditions of the Contract – AIA Document G706A. A Release of Liens from each subcontractor and supplier shall be attached to this document. The Contractor, at his option may provide a bond in the amount of monies owed to subcontractors and suppliers for retainage, each subcontractor and supplier shall confirm the amount owed by affidavit attached to the bond.
13. Consent of Surety to Final Payment – AIA Document G707.
14. Affidavit of Payment of Debts and Claims – AIA Document G706.
15. Certificates of Insurance for Products and Completed Operations: Follow Supplementary Conditions.
16. Test Reports
17. Material Certifications

PART 2 PRODUCTS

(not used)

PART 3 EXECUTION

(not used)

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.01 WORK INCLUDES

- A. General:
 - 1. Remove existing roofing materials as required to install new roofing system.
 - 2. Remove existing fascia and edge metals, soffits, etc. as required to install new materials
- B. All HVAC equipment and plumbing vents shall be relocated and/or extended to new roof. Remove existing copings, flashings, etc. as required.
- D. Existing rooftop HVAC units are to be removed and replaced as required to install new roofing including any necessary flashing work. Contractor shall verify in the field. All work required shall be included in the Base Bid.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine building before beginning work to determine that the building or portion thereof is in proper condition to begin demolition work
- B. Do not proceed until satisfactory conditions have been attained.

3.02 PREPARATION

- A. Disconnect water, electricity, gas and sanitary services in areas of demolition.
- B. Redirect water, electricity, gas, and sanitary services as needed to maintain services to areas of the building not included in the demolition work
- C. Prior to commencing demolition operations meet with the Owner regarding items and materials the Owner wishes to retain.
- D. Remove and store items that are to remain the property of the Owner carefully to avoid damage.

3.03 PROTECTION

- A. Provide all necessary temporary partitions, barricades, boxing, coverings, dust barriers, and warning signs as necessary to prevent damage to adjoining structures and finished work and hazards to persons by demolition operations.
- B. Provide adequate temporary floor coverings, and adequate temporary protection for the Owner's equipment, furniture and stored supplies which cannot temporarily be removed from work areas. Cover the Owner's equipment and furniture that cannot be temporarily removed from work areas with drop cloths, tarpaulins, or other adequate protective coverings
- C. Protect existing work that is to remain in place from damage by demolition operations.
- D. Removed materials that are to be reused in the new Work or to be turned over to the Owner shall be securely and safely stored and protected from damage.

- E. Protect existing roof drains during demolition by installing temporary plugs to prevent intrusion of debris. Remove plugs before any rain or other event that could cause back-up of water.

3.04 DISPOSITION OF REMOVED MATERIALS AND EQUIPMENT

- A. The Owner generally intends to take possession of any items removed from the building that “work” and can be used by the Hickman County School System or that can be sold to retrieve salvage value.
- B. The Owner reserves the “first right of refusal” on all items removed from the building
- C. Any items the Owner does not want to take possession of shall become the property of the Contractor.
- D. Removed materials not claimed by the Owner or removed materials not reused in the new Work shall become the property of the Contractor and shall be removed from the site and premises and disposed of by him.
- E. Any miscellaneous removed materials that are to be reused in the new Work or to be turned over to the Owner shall be securely and safely stored and protected from damage.

3.04 WORK SCOPE AND METHODS

- A. Methods of demolition
 - 1. Perform demolition in such a manner and by such methods that will avoid and prevent: spread of dust and flying particles, hazards to persons and property, and loud or prolonged noise. Avoid interference with the operation of the facility.
 - 2. Protect existing work that is to remain in place from damage by demolition operations. The Owner’s equipment that cannot be temporarily removed from work areas shall be covered with drop cloths, tarpaulins, or other adequate protective coverings.
 - 3. Protect existing work that is to remain in place from damage by demolition operations.
 - 4. Removed item that are to remain the property of the Owner shall be removed carefully to avoid damage.
- B. Roof Demolition:
 - 1. Remove existing roofing as required to facilitate installation of new roofing system
 - a. Replace with new products as specified in Section 07 61 00 – Metal Roofing
- C. Removal of Debris:
 - 1. All rubbish and debris resulting from demolition shall be removed from the site and premises daily and disposed of by the Contractor as each truckload accumulates.

3.05 ASBESTOS CONTAINING MATERIALS

- A. It is not anticipated that asbestos-containing materials will be encountered during necessary demolition, however, that possibility cannot be eliminated. In the event asbestos-containing materials are encountered, all asbestos materials shall be removed, handled, and disposed of in accordance with all applicable local, state, and federal rules, regulations, and laws at no additional cost to the Owner.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wood nailers and blocking required for the installation of roofing systems, related sheet metal, and roofing accessories.

1.02 RELATED SECTIONS

- A. Section 01 33 00- Submittals.
- B. Section 01 60 00- Delivery, Storage, and Handling.
- C. Section 07 22 00- Uniform Thickness Roof Insulation
- D. Section 07 22 18- Tapered Roof Insulation.
- E. Section 07 55 23- Fully Adhered EPDM Roofing System.
- F. Section 07 62 00- Flashing and Sheet Metals
- G. Section 07 70 00- Roofing Accessories.

1.03 REFERENCES

- A. American Wood Council
- B. National Design Specification for Wood Construction
- C. AWS - American Wood Protection Association
 - 1. AWPAC U1
- D. APA – The Engineered Wood Association – U.S. Products Standard PSI- 83
- E. ASTM – American Society for Testing and Materials
 - 1. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation
 - 2. ASTM C1177 Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing
 - 3. ASTM C1280 Standard Specification for Application of Gypsum Sheathing
 - 4. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
 - 5. ASTM E136 Standard Test Method for Behavior of materials in a Vertical Tube Furnace at 750°C
 - 6. ASTM D226 Standard Specification for Asphalt-Saturated Organic Felt used in Roofing and Waterproofing
- F. NFPA – National Fire Protection Association
 - 1. NFPA 255
- G. UL – Underwriters Laboratories
 - 1. UL 723 Test for Surface Burning Characteristics of Building Materials
- H. AWCI – Association of the Wall and Ceiling Industry
 - 1. GA-253 Application of Gypsum Sheathing
- I. Federal Specification:
 - 1. MIL-L-19140 Lumber and Plywood, Fire-Retardant Treated

1.03 SUBMITTALS

- A. Provide submittals under provisions of Section 01 33 00.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01 60 00.
- B. Store and protect products under provisions of Section 01 60 00.
- C. Deliver materials in manufacturer's unopened packages with seals unbroken and labels intact
- D. Stack all lumber in a manner which insures proper ventilation and drainage and shall be covered to protect it from the elements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Lumber
 - 1. Standards and grade-marking. Each piece of framing lumber and each board shall comply with the American Lumber Standards, SPR 16 and with specific grading requirements of the association recognized as covering the species used and under whose grading rules it is produced. Each piece of framing lumber and each board shall be identified by the grade mark of a recognized association or independent inspection agency.
 - 2. Softwood plywood shall conform to Product Standards PS-1-83 issued by the U.S. Department of Commerce. Each standard size panel shall be stamped or branded to show the type and grade of the panel. When used structurally, all plywood shall meet performance standards for its type as described in PS-1-83 for Softwood Plywood. It shall be identified as to species, grade, and glue type by means of appropriate grade-marks on each panel. In addition to the above requirements, all plywood supporting soffits, fascia, and canopies on the exterior or permanently exposed in outdoor applications shall be of exterior type.
 - 3. Moisture content of framing lumber and boards shall not exceed 19% at time of installation.
 - 4. Dressed lumber shall be surfaced 4 sides.
 - 5. Grades and Species
 - a. Lumber for framing, plates, blocking, furring, etc., may be of any of the following species provided the grade for each is not lower than the minimum shown:
 - i. Interior: Fir, Douglas - Standard Pine, Southern Yellow Leaf or Shortleaf - No. 2 or better
 - ii. Exterior Sign Construction - all framing and siding shall be Redwood with some sapwood permitted
- B. Wood Preservative Treatment
 - 1. Lumber in contact with the ground; joists, girders, beams, sills, plates, grounds, nailers, wood cants and all other wood used relative to the roof and canopy construction, copings, caps, etc.; all wood in contact with concrete or inaccessible enclosures; and wherever else called for on the drawings shall be pressure treated as required by American Wood Protection Association AWPA U1, and the following:
 - a. Moisture content of lumber at time of treatment shall not be more than 30 percent, except that Douglas Fir may be treated green if it does not have a high percentage of sapwood.
 - b. Preservative used for treating lumber to be painted or which will come in contact with finish materials shall be paintable type.
 - c. All treated lumber shall be suitably identified as to name of treater, preservative used, and retention of preservative in pounds per cubic foot of lumber.
 - d. All lumber shall be seasoned after treatment to the moisture content required for non-treated lumber.

C. Rough Hardware

1. Nails, spikes, screws, bolts, and similar fastenings shall be hot dipped galvanized or stainless steel for exterior, high humidity, treated wood locations, and damp locations on the interior; plain finish elsewhere; of proper size and type and sufficient in number to draw members into place and securely hold and support them - size and number of fastenings shall conform to requirements of the standard Building Code and HUD Minimum Property Standards.
2. Metal framing anchors and joist hangers shall be as manufactured by Simpson Strong-Tie Company, San Leandro, California, or equal products manufactured by Silver Metal Products Company, or TECO.
3. Fastenings into concrete or masonry walls: (Wood plugs will not be permitted)
 - a. ITW Ramset/ Red Head, Wood Dale, IL
 - b. Hilti Corporation, Tulsa OK.
 - c. Rawlplug Co., Sew Rochelle, NY.
 - d. Approved substitute.
4. Sheathing Clips:
 - a. Simpson Strong-Tie plywood sheathing clips, 3/4 PSC

D. Plywood Sheathing:

1. APA rated sheathing grade C-D, 3/4" thick (unless otherwise noted on drawings)
 - a. Verify thickness of existing plywood sheathing. If existing sheathing is less than 3/4" thickness, notify designer prior to commencement of work

PART 3 EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions and product carton instructions.

3.02 EXAMINATION

- A. Verify existing conditions, which have been previously constructed under other sections, are acceptable for new work in accordance with manufacturer's instructions.

3.03 PREPARATION

- A. Ensure that framing members are properly aligned and free of warping prior to installation of sheathing

3.04 INSTALLATION

A. Framing

1. Cut framing square on bearings, closely fitted, accurately set to lines and levels, and rigidly secured in place.
2. Erect wood framing members level and plumb
3. Framing and Furring shall be spaced a 16" o.c. unless noted otherwise on drawings.
4. All connections shall be such as to develop the full strength and rigidity of the members connected. Nails shall not be driven closer together than one-half their length unless driven in drilled holes, nor closer to the edge of members than one-quarter their length. Nails shall be of such length that when joining one member to another the penetration of the nail into second or farther member shall be not less than one-half the length of the nail.
5. Secure top plates to exterior walls as indicated on structural drawings
6. Support decking and sheathing as required at openings

- B. Sheathing:
1. Install sheathing with face grain across supports. Panels in each row shall be staggered. Panel joints shall occur over framing. Allow 1/8" spacing at panel ends and 1/4" at panel edges. Nail 6" o.c. along panel edges and 12" o.c. at intermediate supports with 8d common nails.
 2. Furnish plywood sheathing clips at all unsupported plywood roof sheathing edges. Center between framing members.
- C. Rough Hardware:
1. Provide rough hardware and metal fastenings as shown on the drawings, specified herein, or required for proper installation of carpentry work.
 2. Furnish all items of rough hardware such as nails, screws, bolts, hangers, anchors, or other accessories shown or required to properly secure the work in place. Items built-in with concrete, or masonry shall be furnished in ample time for inclusion of the work.
- D. Wood Block Nailing Strips, Grounds and Furring:
1. Provide all wood blocks, nailing strips, and furring as conditions require to be embedded in or anchored to concrete, built into masonry, anchored to masonry, bolted to stud and elsewhere whether specifically mentioned herein or not.
 2. Provide wood blocking as required for support of all wall mounted items. Refer to Drawings for details.
 3. Provide wood nailers in conjunction with roofing applications. Refer to Drawings for details

END OF SECTION

SECTION 07 22 00

UNIFORM THICKNESS ROOF INSULATION

PART 1 GENERAL

1.01 SUMMARY

- A. Type of Construction:
 - 1. Reroofing; roof insulation over existing decks.
 - 2. Insulation system consists of base layer of insulation mechanically attached to deck a top layer of insulation, mechanically attached to deck and a cover board attached as specified herein.
- B. All terms and conditions specified in Part 1.01 - General Notes of. Section 07 53 23 – Fully Adhered EPDM Roofing System
- C. It is the intent of this specification to provide positive drainage for all roof areas. In general, drainage for this roof system is accomplished by slope in the structure. Certain conditions may additionally require the use of sloped insulation crickets or saddles as indicated on the roof drawings. It shall be solely the responsibility of the Contractor to provide and install an insulation system which provides positive drainage for all roof areas.
- D. Related Sections:
 - 1. Section 07 53 23 – Fully Adhered EPDM Roofing System
 - 2. Section 06 10 00 - Rough Carpentry

1.02 REFERENCES

- A. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.
- B. American Society for Testing and Materials (ASTM)
- C. Factory Mutual Research Corporation (FM)
- D. American Society of Civil Engineers (ASCE): Publication 7, latest edition, "Minimum Design Loads for Buildings and Other Structures".

1.03 SUBMITTALS

- A. Product Data:
 - 1. Submit copies of Manufacturer's Technical Information Sheets (TIS) for roof insulation and insulation fasteners.
- B. Drawings:
 - 1. Shop drawings shall include: Outline of roof, location of drains, scuppers, or gutters, crickets and saddles, and the "R" valve for the completed insulation system.
 - 2. The roofing contractor shall verify all roof dimensions and drain locations and confirm the same with the manufacturer.
 - 3. Approved shop drawings shall be returned to the manufacturer before insulation is delivered to the jobsite.
- D. Submit certification of compliance with ASCE 7, latest edition.
- E. Submit in accordance with Section 01 33 00.

1.04 QUALITY ASSURANCE

- A. Qualifications:
 - 1. General:
 - a. As outlined in Section 07 53 23 – Fully Adhered EPDM Roofing System

2. Manufacturer:
 - a. Company specializing in manufacturing roofing insulation specified in this section with ten years of manufacturing experience
3. Installer:
 - a. Shall be roofing insulation manufacturer's certified / licensed installer
 - b. Shall have at least five-years of experience in installing specified roofing insulation.
- B. Regulatory Requirements:
 1. Conform to applicable code for roof assembly fire hazard requirements.
 2. Meet minimum requirements for wind design loads as set forth in ASCE 7, latest edition

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products according to general requirements for materials and equipment and Part 3 of this Section.
- B. Deliver products in manufacturer's original containers, dry, undamaged, seals and labels intact.
- C. Store roof insulation in weather protected environment; keep dry during application. Outdoors, keep clear of ground and moisture. Use sleepers or dunnage as necessary. Cover with breather-type coverings such as canvas. Use of factory wrappers or shrink-wrap coverings without additional coverings is not acceptable. Plastic sheeting is not acceptable as the additional covering. Remove or slit factory wrapper if recommended by the manufacturer
- D. Deliver products to site under provisions of Section 01 60 00.
- E. Store and protect products under provisions of Section 01 60 00
- F. Keep materials used in construction of roofing systems dry before and during application. Store roll goods on end. Use breather type coverings such as canvas.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements:
 1. Install roof insulation only when surfaces are dry and free of snow or ice.
 2. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.07 WARRANTY

- A. As outlined in Section 07 53 23 – Fully Adhered EPDM Roofing System

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS/PRODUCTS

- A. Insulation
 1. "Resista" as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 2. SecureShield HP Polyisocyanurate as manufactured by Carlisle Syntec Corp., Carlisle, PA.
 3. Similar products as manufactured by GAF Materials Corp, Wayne, NJ.
 4. Similar products as manufactured by Versico, Carlisle, PA
 5. Approved substitute.
- B. Cover Board
 1. Secure Shield HD Cover Board as manufactured by Carlisle Syntec Corp.,
 2. Isogard HD Cover Board as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)

3. Approved Substitute
- C. Insulation Fastener
 1. HD Heavy Duty Fastener and Plate as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 2. Polymer Fastener and Plate as manufactured Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 3. Approved substitute.
- D. Insulation Adhesive
 1. I.S.O Fix II Adhesive as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 2. I.S.O. SPRAY R Adhesive as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 3. Hot asphalt may be used as an insulation adhesive if approved by insulation and roofing system manufacturer.
 4. Approved substitute

2.02 MATERIALS

- A. Nailers for Roof Insulation
 1. Description: Structural Grade No. 2 or better Southern Pine, Douglas Fir, or Exterior Grade plywood. All wood shall be pressure treated for rot resistance.
 - a. Nailer width: Minimum 3 1/2 in. (Nominal) wide or as wide as the nailing flange of each roof accessory.
 - b. Nailer thickness: Thickness of roof insulation.
 2. Reference Standards:
 - a. Southern Pines: PS 20; SPIB Grading Rules.
 - b. Western Woods: PS 20; WWPA Grading Rules.
 - c. Plywood: PS 1; APA Grade Stamps.
 - d. Pressure preservative treatment: AWPA U1
- B. Polyisocyanurate Roof Insulation
 1. Description: Roof insulation consisting of closed cell polyisocyanurate foam core and a specially coated inorganic fiberglass facer
 - a. General:
 - i. System of uniform thickness insulation, tapered insulation, and cover board to achieve 3-1/2 inches to 6-1/2 inches total thickness to match existing conditions
 - b. Base Layer:
 - i. Nominal Thickness: 2".
 - ii. Nominal Size: 48" x 48".
 - c. Top layer (Under single-ply membrane):
 - i. Nominal Thickness: 1-1/2".
 - ii. Nominal Size: 48" x 48".
 2. Reference Standards (latest edition)
 - a. FS HH-I-1972/Gen.
 - b. FS HH-I-1973/3.
 - c. ASTM C 209 - Water Absorption.
 - d. ASTM E 96 - Water Vapor Transmission of Materials.
 - e. ASTM D 1621 - Compressive Strength.
 - f. ASTM D 1622 - Density.
 - g. ASTM D 2126 - Dimensional Stability.
 - h. ASTM E 84 - Flame Spread
- D. Cover Board: (overlay board / cover board)
 1. Description: High Density Closed Cell, Polyisocyanurate foam board with coated glass facers.
 - a. Thickness
 - i. 1/2".
 2. Physical Properties
 - a. Compressive Strength: ASTM D1621 80 psi

- | | | | |
|----|--|------------|---------------|
| b. | Dimensional Stability:
change, 7 days | ASTM D2126 | <0.5% linear |
| c. | Water absorption: | ASTM C209 | <3% volume |
| d. | Flame Spread | ASTM E84 | Index 50 |
| e. | Service Temperature | | -100° to 250° |
| f. | Smoke Development | ASTM E84 | Index 160-180 |
| g. | Resistance to Mold | ASTM D3273 | Pass |
| h. | Flute span over metal decks | | 2.625 inches |
- C. At roof perimeter areas adjacent to gutters, 4 foot wide panels of tapered insulation shall be utilized to facilitate positive drainage. Insulation assembly shall consist of a base layer of 1.5" thick insulation and a top panel tapered from 0.5" to 1.5" thick. Materials and fastening shall be as specified herein.
- E. Insulation Fastener- Base Layer and Top Layer:
1. Steel, wood, lightweight concrete, or structural concrete decks.
 - a. Description: Heavy duty threaded fastener with fluorocarbon polymer coating and drill point tip capable of penetrating 20 gauge steel. Length shall be sufficient to penetrate deck a minimum of 3/4" for steel, 1" for wood and structural concrete.
 - b. For lightweight concrete decks with steel deck beneath, fastener length shall be sufficient to penetrate through light weight concrete and 3/4" through steel deck beneath. For lightweight concrete over other substrates, fastener type and length shall be as recommended by the roofing system manufacturer.
 - c. SAE 1022, Heat Treated
 2. Cement Fiber or gypsum decks
 - a. Description : Reinforced nylon fastener specifically designed for use with cementitious wood fiber and gypsum decks. Length shall be sufficient to penetrate into deck a minimum of 1-1/2".
 - b. Verify pullout resistance by onsite testing if required by roofing systems manufacturer.
- F. Insulation Attachment- (overlay board / cover board)
1. Insulation adhesive specifically designed for insulation attachment and approved by insulation manufacturer.
 2. Product shall be single component, moisture cured polyurethane adhesive.
 3. Hot asphalt may be used to attach top layer provided this method is approved by both the insulation and roofing system manufacturers.
- G. Cricket and Saddles
1. Crickets and saddles shall be constructed from manufacturer's standard tapered panels using materials identical to base roof insulation. Use of materials other than those identical to base insulation must be specifically approved by the Designer.

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Examine roof deck to determine that it is sufficiently rigid to support roofers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- C. Examine roof deck to determine that surface is in a suitable condition for roofing work. Do not start roof application until defects have been corrected.
- D. Examine roof deck to verify it is properly sloped to drains.
- E. The condition of surface to receive roof insulation shall be firm, clean, smooth, and dry.
- F. Protect metal, glass, plastic, and painted surfaces within wind-borne range of bitumen application. Protect neighboring work, properties, cars, and persons from spills and wind-borne bitumen.

3.02 INSTALLATION

- A. Nailers:
 - 1. Mechanically attach nailers securely to structure to resist loads imparted from roof insulation, roof membrane, roof accessories, and other roof components.
- B. Roof Insulation Application (General):
 - 1. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
 - 2. Seal deck joints, where needed, to prevent bitumen drippage.
 - 3. Lay roof insulation in courses parallel to roof edges.
 - 4. Neatly fit insulation to all penetrations, projections, and nailers. Insulation shall be fit tightly, with gaps not greater than 1/4". All gaps greater than 1/4" shall be filled with acceptable insulation. Under no circumstances shall the roofing membrane be left unsupported over a space greater than 1/4". Tapered insulation shall be installed around roof drains so as to provide proper slope for drainage. Miter roof insulation edges at ridge, valley and other similar non-planar conditions.
 - 5. When installing multiple layers of insulation, all joints between layers shall be staggered at least 6 in.
 - 6. Install crickets and saddles as shown on the drawings and as necessary to provide positive drainage.
- C. Insulation Attachment: (Over steel deck – under metal roof)
 - 1. Base and Top Layers:
 - a. Both Base and Top Layers shall be adequately attached simultaneously to the deck using mechanical fasteners and using methods recommended by the manufacturer.
- D. Insulation Application (Over various deck – under membrane roofing):
 - 1. Base and Top Layers:
 - a. Both layers shall be independently attached to the deck using mechanical fasteners and using methods and fastening patterns recommended by the manufacturer.
 - b. On cement fiber or gypsum decks, install polymer fasteners using an electric impact tool as recommended by manufacturer.
 - 3. Overlay Board / Cover Board:
 - a. Adhered or mechanically attached as recommended by roof system manufacturer and or adhesive manufacturer or as required by FM, UL, or ASCE 7 Guidelines for wind uplift resistance whichever is more stringent
 - b. Adhesive product shall be single component, moisture cured polyurethane adhesive.
- E. Install in accordance with manufacturer's latest printed instructions

3.03 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as required.
- B. Correct identified defects or irregularities.

3.04 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.
- C. Remove excess materials, trash, debris, equipment, and parts from the Work.
- D. Repair or replace defaced or disfigured finishes caused by roofing work.
- E. Remove temporary coverings and protect adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.

3.05 PROTECTION

- A. Protect building surfaces against damage from roofing work.
- B. Where traffic must continue over finished roof membrane, protect surfaces.
- C. Protect installed product's finish surfaces from damage during construction.

END OF SECTION

SECTION 07 22 18

TAPERED ROOF INSULATION

PART 1 GENERAL

1.01 SUMMARY

- A. Type of Construction:
 - 1. Reroofing; tapered roof insulation over existing decks.
 - 2. Insulation system consists of base layer of insulation mechanically attached to deck and a top layer of insulation overlay attached with insulation adhesive as specified herein.
- B. All terms and conditions specified in Part 1.01 Summary of Section 07 53 23 – Fully Adhered EPDM Roofing System apply.
- C. It is the intent of this specification to provide positive drainage for all roof areas. It shall be solely the responsibility of the Contractor to provide and install a tapered insulation system providing positive drainage for all roof areas.
- D. Related Sections:
 - 1. Section 02 41 00- Demolition.
 - 2. Section 07 53 23 – Fully Adhered EPDM Roofing System
 - 3. Section 06 10 00-Rough Carpentry.

1.02 REFERENCES

- A. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.
- B. American Society for Testing and Materials (ASTM).
- C. American Society of Civil Engineers (ASCE)- Publication 7 latest edition, "Minimum Design Loads for Buildings and Other Structures".

1.03 SUBMITTALS

- A. Product Data:
 - 1. Submit copies of Technical Information Sheets (TIS) for roof insulation and insulation fasteners.
- B. Drawings:
 - 1. Submit manufacturers shop drawing for tapered insulation.
 - a. Shop drawings shall show complete layout of the tapered system and shall comply with the drainage patterns required. Only the manufacturer's tapered insulation shop drawings will be acceptable.
 - i. Show outline of roof, location of drains, scuppers, or gutters, crickets and saddles
 - b. Approved shop drawings shall be returned to the manufacturer before insulation is shipped to the jobsite.
 - c. The roofing contractor shall verify all roof dimensions and confirm same with manufacturer.
- C. Submit mechanical fastener product data, required spacing, insulation adhesive data, and installation instructions for the specified wind uplift standards.
- D. Submit certification of compliance with ASCE 7, latest edition.
- E. Submit in accordance with Section 01 33 00.

1.04 QUALITY ASSURANCE

- A. Qualifications:
 - 1. As outlined in Section 07 53 23 – Fully Adhered EPDM Roofing System.
- B. Regulatory Requirements:
 - 1. Conform to applicable code for roof assembly fire hazard requirements.
 - 2. Meet minimum requirements for wind design loads as set forth in ASCE 7, latest edition.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products according to general requirements for materials and equipment and Part 3 of this Section.
- B. Deliver products in manufacturer's original containers, dry, undamaged, seals and labels intact.
- C. Store roof insulation in weather protected environment; keep dry during application. Outdoors, keep clear of ground or roof surface and moisture. Use sleepers or dunnage as necessary. Cover with breather-type coverings such as canvas. Use of factory wrappers or shrink-wrap coverings without additional coverings is not acceptable. Plastic sheeting is not acceptable as the additional covering. Remove or slit factory wrappers if recommended by manufacturer.
- D. Deliver products to site under provisions of Section 01 60 00.
- E. Store and protect products under provisions of Section 01 60 00.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Install roof insulation only when surfaces are dry and free of snow or ice.
 - 2. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.07 WARRANTY

- A. As outlined in Section 07 53 23 – Fully Adhered EPDM Roofing System.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS/PRODUCTS

- A. Insulation
 - 1. "Resista" as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 - 2. SecureShield HP Polyisocyanurate as manufactured by Carlisle Syntec Corp., Carlisle, PA.
 - 3. Similar products as manufactured by GAF Materials Corp, Wayne, NJ.
 - 4. Similar products as manufactured by Versico, Carlisle, PA
 - 5. Approved substitute.
- B. Cover Board
 - 1. Secure Shield HD Cover Board as manufactured by Carlisle Syntec Corp.,
 - 2. Isogard HD Cover Board as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 - 3. Approved Substitute

- C. Insulation Fastener
 - 1. HD Heavy Duty Fastener and Plate as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 - 2. Polymer Fastener and Plate as manufactured by Firestone Building Products Co., Carmel, IN.
 - 3. Approved substitute.
- D. Insulation Adhesive
 - 1. I.S.O Fix II Adhesive as manufactured by Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
 - 2. I.S.O. SPRAY R Adhesive as manufactured by Firestone Building Products Co., Carmel, IN
 - 3. Hot asphalt may be used as an insulation adhesive if approved by insulation and roofing system manufacturer.
 - 4. Approved substitute

2.02 MATERIALS

- A. Nailers for Roof Insulation
 - 1. Description: Structural Grade No. 2 or better Southern Pine, Douglas Fir, or Exterior Grade plywood. All wood shall be pressure treated for rot resistance.
 - a. Nailer width: Minimum 3 1/2 in. (Nominal) wide or as wide as the nailing flange of each roof accessory.
 - b. Nailer thickness: Thickness of roof insulation.
 - 2. Reference Standards:
 - a. Southern Pines: PS 20; SPIB Grading Rules.
 - b. Western Woods: PS 20; WWPA Grading Rules.
 - c. Plywood: PS 1; APA Grade Stamps.
 - d. Pressure preservative treatment: AWPB LP2.
- B. Tapered Polyisocyanurate Roof Insulation
 - 1. Description: Roof insulation consisting of closed cell polyisocyanurate foam core and a specially coated inorganic fiberglass facer
 - a. General:
 - i. System of uniform thickness insulation, tapered insulation, and cover board to achieve 3-1/2 inches to 6-1/2 inches total thickness to match existing conditions
 - b. Base Layer:
 - i. Minimum Thickness: 1-1/2" minimum, or as required by tapered insulation layout.
 - ii. Nominal Size: 48" x 48".
 - c. Top Layer:
 - i. Minimum Thickness: 1/2" or as required by tapered insulation layout.
 - ii. Nominal Size: 48" x 48".
 - d. System Slope: 1/4"/ft.
 - 2. Specification Compliance:
 - a. ASTM C1279, Type II, Class 2
 - b. UL Classified
 - c. UL 723 /ASTM E84 Flame Spread 50, Smoke Developed 160-180
 - d. UL 1256: Construction No. 120 and Construction Mo. 123
 - e. FM Class 1: Approved for steel deck constructions FM 4450 / NFPA276 (Refer to RoofNav for Specific Assemblies)
 - f. Manufactured in an ISO 9001 Registered Facility
 - g. CAN / ULC-S704, Type 1 Class 3

- D. Cover Board: (overlay board / cover board)
1. Description: High Density Closed Cell, Polyisocyanurate foam board with coated glass facers.
 - a. Thickness
 - i. 1/2".
 2. Physical Properties

a. Compressive Strength:	ASTM D1621	80 psi
b. Dimensional Stability:	ASTM D2126	<0.5% linear
change, 7 days		
c. Water absorption:	ASTM C209	<3% volume
d. Flame Spread	ASTM E84	Index 50
e. Service Temperature		-100° to
		250°
f. Smoke Development	ASTM E84	Index 160-180
g. Resistance to Mold	ASTM D3273	Pass
h. Flute span over metal decks		2.625 inches
- C. Insulation Fastener- Base Layer
1. Steel, wood, lightweight concrete, or structural concrete decks.
 - a. Description: Heavy duty threaded fastener with fluorocarbon polymer coating and drill point tip capable of penetrating 20 gauge steel. Length shall be sufficient to penetrate deck a minimum of 3/4" for steel, 1" for wood and structural concrete.
 - b. For lightweight concrete decks with steel deck beneath, fastener length shall be sufficient to penetrate through light weight concrete and 3/4" through steel deck beneath. For lightweight concrete over other substrates, fastener type and length shall be as recommended by the roofing system manufacturer.
 - c. SAE 1022, Heat Treated
 2. Cement Fiber or gypsum decks
 - a. Description : Reinforced nylon fastener specifically designed for use with cementitious wood fiber and gypsum decks. Length shall be sufficient to penetrate into deck a minimum of 1-1/2".
 - b. Verify pullout resistance by onsite testing if required by roofing systems manufacturer.
- D. Insulation Attachment- Top Layer:
1. Insulation adhesive specifically designed for insulation attachment and approved by insulation manufacturer.
 2. Product shall be single component, moisture cured polyurethane adhesive.
 3. Hot asphalt may be used to attach insulation overlay provided this method is approved by both the insulation and the roofing system manufacturers.
- E. Crickets and Saddles
1. Crickets and saddles shall be constructed from manufacturer's standard tapered panels using materials identical to base roof insulation. Use of materials other than those identical to base insulation must be specifically approved by the Designer.

PART 3 EXECUTION

3.01 PREPARATION AND EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Examine roof deck to determine that it is sufficiently rigid to support roofers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- C. Examine roof deck to determine that surface is in a suitable condition for roofing work. Do not start roof application until defects have been corrected.

- D. Examine roof deck to verify it is structurally sound and adequate to support all new and existing loads. Replace defective members and all unused curbs, etc as approved by the Designer.
- E. The condition of surface to receive roof insulation shall be firm, clean, smooth, and dry.
- F. Protect masonry, concrete, metal, glass, plastic, painted and other surfaces within the construction area and range of the roofing application activities. Protect neighboring work, properties, cars, and persons from construction activities.

3.03 INSTALLATION

- A. Nailers:
 - 1. Mechanically attach nailers securely to structure to resist loads imparted from roof insulation, roof membrane, roof accessories, and other roof components.
- B. Roof Insulation Application (General):
 - 1. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
 - 2. Seal deck joints, where needed, to prevent bitumen drippage.
 - 3. Lay roof insulation in courses parallel to roof edges.
 - 4. Neatly fit insulation to all penetrations, projections, and nailers. Insulation shall be fit tightly, with gaps not greater than 1/4". All gaps greater than 1/4" shall be filled with acceptable insulation. Under no circumstances shall the roofing membrane be left unsupported over a space greater than 1/4". Tapered insulation shall be installed around roof drains so as to provide proper slope for drainage. Miter roof insulation edges at ridge, valley and other similar non-planar conditions.
 - 5. When installing multiple layers of insulation, all joints between layers shall be staggered at least 6 in.
- C. Insulation Attachment:
 - 1. Base Layer:
 - a. Base layer shall be adequately attached to the deck using mechanical fasteners and using methods recommended by the manufacturer.
 - 2. Top Layer:
 - a. Top layer shall be adequately attached to base layer using insulation adhesive and using methods recommended by the manufacturer.
- D. Insulation Application:
 - 1. Base Layer:
 - a. Base Layer: Using the Heavy Duty fasteners and insulation plates engage fastener through insulation into steel deck at the depth and rate specified in the Manufacturer's Technical Information Manual.
 - b. On lightweight concrete decks with steel decking beneath, fasteners must penetrate through steel deck.
 - c. On cement fiber or gypsum decks, install polymer fasteners using an electric impact tool as recommended by manufacturer.
 - 2. Top Layer:
 - a. Attached top layer to base layer using insulation adhesive and using application rates and produces as per the manufacturer's insulation guide.
 - 3. Overlay Board / Cover Board:
 - a. Adhered or mechanically attached as recommended by roof system manufacturer and or adhesive manufacturer or as required by FM, UL, or ASCE 7 Guidelines for wind uplift resistance whichever is more stringent
 - b. Adhesive product shall be single component, moisture cured polyurethane adhesive.
- E. Install in accordance with manufacturer's latest printed instructions.

3.04 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as required.
- B. Correct identified defects or irregularities.

3.05 CLEANING

- A. Remove markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.
- C. Remove excess materials, trash, debris, equipment, and parts from the Work.
- D. Repair or replace defaced or disfigured finishes caused by roofing work.
- E. Remove temporary coverings and protect adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.

3.06 PROTECTION

- A. Protect building surfaces against damage from roofing work.
- B. Where traffic must continue over finished roof membrane, protect surfaces.
- C. Protect installed product's finish surfaces from damage during construction.

END OF SECTION

SECTION 07 53 23

FULLY ADHERED EPDM ROOFING SYSTEM

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Substrate preparation.
 - 2. Wood nailer installation.
 - 3. Membrane installation.
 - 4. Membrane flashing installation.
- B. Preceding job start up, contractor shall decide to his satisfaction that all specifications contained herein are workable.
- C. Contractor will perform all work by competent, trained, and properly equipped personnel in strict accordance with good roofing practices and applicable industry standards.
- D. Contractor will observe all published safety prevention policies and practices, including those by the manufacturer, relating to application of roofing system and related work. All federal, state, and local codes shall be followed.
- E. Work under this section covers the installation of a new Fully Adhered EPDM roofing system. In addition, contractor shall include all related items of work as noted herein or indicated on the drawings or otherwise required to complete the specified elements of work and provide the necessary warranties for this work.
- F. Related Sections:
 - 1. Section 02 41 00 - Demolition
 - 2. Section 06 10 00 - Rough Carpentry
 - 3. Section 07 22 00 - Uniform Thickness Roof Insulation
 - 4. Section 07 22 18 - Tapered Roof Insulation
 - 5. Section 07 60 00 - Flashing and Sheet Metal
 - 6. Section 07 70 00 - Roofing Accessories
 - 7. Section 07 92 00 - Joint Sealants

1.02 REFERENCES

- A. National Roofing Contractors Association (NRCA)- Roofing and Waterproofing Manual.
- B. American Society for Testing and Materials (ASTM)
- C. American Society of Civil Engineers (ASCE)- Publication 7 latest edition, "Minimum Design Loads for Buildings and Other Structures".
- D. Factory Mutual (FM)
- E. Single Ply roofing Industry (SPRI)
- F. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)

1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.

1.04 SYSTEM DESCRIPTION

- A. Reinforced elastomeric sheet roofing that is adhered to acceptable substrate with system manufacturer's bonding adhesive.

1.05 SUBMITTALS

- A. Product Data:
 - 1. Submit copies of manufacturer's technical information sheets for all products used on this project.
- B. Application Information:
 - 1. Submit copy of manufacturer's application specification.
 - 2. Submit copy of job related manufacturer's details including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, drains, and any other relevant details.
 - 3. Submit layout drawing showing sheet layout and locations of specific details.
- C. Submit letter from roofing system manufacturer attesting that roofing contractor is currently licensed by the manufacturer and has at least five years' experience in installing the roofing system specified.
- D. Warranty: Submit sample warranty which complies with the requirements of these specifications.
- E. Submit certification of compliance with ASCE 7 latest edition

1.06 QUALITY ASSURANCE

- A. Manufacturer:
 - 1. Company specializing in manufacturing the roofing membrane specified in this Section with ten years of manufacturing experience.
 - 2. System supplier must have ISO 9002 certification.
 - 3. Manufacturer must be able to provide the project with the membrane and Isocyanurate insulation that is produced in their facilities.
- B. Applicator:
 - 1. Shall be a certified applicator licensed by the roofing system manufacturer.
 - 2. Shall have at least five years experience in installing specified system.
- C. Regulatory Requirements:
 - 1. Conform to applicable local building code and fire hazard requirements.
 - 2. Underwriters Laboratories, Inc. (UL): Class B Fire Hazard Classification.
 - 3. Meet minimum requirements for wind design loads as set forth in ASCE latest edition.
- D. Pre-Installation Meetings:
 - 1. Before start of roofing work, attend a conference to discuss the proper installation of materials. Attendees shall include all parties directly affecting work of this Section.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact and legible.
- B. Follow manufacturer's requirements for storage
 - 1. Store all materials clear of ground and moisture with weather protective breathable type covering, such as canvas.
 - 2. The use of plastic sheeting to cover stored materials will not be permitted.
 - 3. Factory shipping covers are not permitted for jobsite material storage
- C. Keep all combustible materials away from all ignition sources.
- D. Contractor shall dispose of all materials properly. Any material removal shall comply with state and local codes and requirements and shall be disposed of in a legal manner.
- E. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

- F. Consult container labels and Material Safety Data Sheets (MSDS) for specific safety instructions.
- G. Remove any materials which are determined to be damaged from the jobsite and replace at no cost to the Owner.

1.08 PROJECT CONDITIONS

- A. Environmental Requirements
 - 1. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice.
 - 2. Consult manufacturer's technical specifications.

1.09 WARRANTY

- A. Type/Term:
 - 1. Provide 20 year Roofing System Warranty. Warranty shall include membrane, roof insulation, and all other products supplied by the manufacturer.
- B. Coverage:
 - 1. Warranty:
 - a. Limit of liability: No Dollar Limitation
 - b. Include all workmanship and materials by the approved installer without exceptions for non-compliant techniques, materials, or details. No other form, changes, terms & conditions, or warranty is acceptable other than specified herein.
 - c. The Roofing Contractor and Manufacturer shall be jointly and severally responsible during the initial two (2) year period; and if the roofing contractor is unable or unwilling to perform warranty repairs, the Manufacturer shall be fully responsible, Thereafter, for the full term of the Warranty, the Manufacturer shall be fully responsible for all materials and workmanship by the Roofing Contractor.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Holcim Building Envelope (Elevate), Nashville, TN (formerly Firestone Building Products Co.)
- B. Carlisle Syntec Corp., PO Box 7000, Carlisle, PA 17013-0925.
- C. GAF Materials, LLC, Parsippany, NJ
- D. Approved substitute.

2.02 MATERIALS

- A. Nailers for Flanges and Roof Accessories
 - 1. Refer to Section 06 10 00 – Rough Carpentry
- B. Elastomeric Sheet Roofing and Flashing Membrane
 - 1. Description: Reinforced, cured, synthetic single-ply membrane composed of Ethylene Propylene Diene Terpolymer (EPDM) conforming to the following physical properties:
 - a. Membrane Type: .060 Standard

Property: Specification:
 =====
 Specific Gravity 1.15 +/- 0.05

Tensile Strength, Minimum, psi (MPa)	1305 (9)
Elongation, Minimum, %	300
Tear Resistance, lbf / in (kN / M)	150 (26.3)
Ozone Resistance, 166 hours @ 100 pphm @ 104°F with 50% extension	No Cracks
Heat Aging, 28 days @ 240°F	
Tensile Strength, Minimum psi (MPa)	1205 (8.3)
Elongation, Minimum %	200
Brittleness Point, max., °F, °C	-49 (-45)
Water Absorption, change in weight after immersion in water for 166 hours @ 158°F, %	+8, -2
Tolerance On Nominal Thickness, %	+/- 10
Water Vapor Permeability, Perm-Mils	2.0

2. Reference Standards (Latest Editions):

- a. ASTM D4637: Standard Specification for EPDM Sheet used in single-ply roof membrane
- b. ASTM D297: Methods for Rubber Products, Chemical Analysis.
- c. ASTM D412, Die C: Test Methods for Rubber Properties in Tension.
- d. ASTM D471: Test Methods for Rubber Property, Effect of Liquids.
- e. ASTM D573: Test Method for Rubber, Deterioration in an Air Oven.
- f. ASTM D624, Die C: Test Method for rubber property-Tear Resistance
- g. ASTM D746: Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.
- h. ASTM D751: (Grab Method) Method of Testing Coated Fabrics.
- i. ASTM D816: (Modified) Methods of Testing Rubber Cements.
- j. ASTM D1149: Test Method for Rubber Deterioration, Surface Ozone Cracking in a Chamber.
- k. ASTM D2240: Test Method for Rubber Property - Durometer Hardness.
- l. ASTM E96: Test Methods for Water Vapor Transmission of Materials.

3. Product/ Producer:

- a. Refer to Paragraph 2.01 – Acceptable Manufacturers

C. Elastomeric Sheet Roofing System Components

1. Elastomeric Uncured Flashing

- a. Description: Reinforced, self curing, synthetic, single-ply flashing composed of Ethylene Propylene Diene Terpolymer (EPDM) conforming to the following physical properties as indicated by ASTM D4811(latest edition) standard specification for Non-vulcanized rubber sheet used as roof flashing.
 - i. Nominal Thickness: .060 inch

Property:	Specification:
Thickness	0.055
Green Strength Modulus 100% @ 75°F(psi)	25-250

Elongation, (Ultimate), %	400
Modulus 100% @ 122°F(psi)	12
Elongation (Ultimate) %	200
Shelf Stability: Modulus 100% at 75°F(psi)	250
Elongation, min, %	400
Vulcanizability: Tensile strength, min, (psi)	406
Elongation, min, %	400
Tensile Set: min, %	80
Dimensional Stability, max, %	+/- 10
Weatherability , no cracks or crazing	pass
Water Vapor Permeability, Perm-Mils	2.0

- b. Reference Standards (latest editions):
 - i. ASTM D412: Test Methods for Rubber Properties in Tension
 - ii. ASTM D471: Test Methods for Rubber Property-Effect of liquids
 - iii. ASTM D573: Test Methods for Rubber-Deterioration in Air oven
 - iv. ASTM D624: Test Methods for Rubber Property-Tear Resistance
 - v. ASTM D1149: Test Method for Rubber Deterioration-Surface Ozone Cracking in a chamber
 - vi. ASTM D1204: Test Method for Linear Dimensional Changes on a Non-rigid Thermoplastic Sheet or Film at Elevated Temperatures
 - vii. ASTM D2137: Test Methods for Rubber Property-Brittleness Point of Flexible Polymers and Coated Fabrics
 - c. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers.
 2. Roof Flashing (Gravel Stops, Edge Metal):
 - a. Description: Semi-cured 45 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.
 - b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers.
 3. Lap Splice Tape:
 - a. Description: 35 mil EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer.
 - b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers.
 4. Adhesive Primer:
 - a. Description: High-solids, butyl based primer formulated for compatibility with EPDM membrane & tape adhesive.
 - b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers.
 5. Batten Covers:
 - a. Description: Cured 60 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.
 - b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers
 6. Splice Adhesive:
 - a. Description: Butyl-based, formulated for compatibility with EPDM membrane.

- b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers
- 7. Bonding Adhesive:
 - a. Description: Neoprene-based, formulated for compatibility with EPDM membrane & a wide variety of substrate materials, including masonry, wood, and insulation facings.
 - b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers
- 8. Pourable Sealer:
 - a. Description: 2-Part urethane , 2-color for reliable mixing.
- 9. Seam Plates, Batten Strips and Insulation Plates:
 - a. Description: Steel with a Galvalume coating.
 - b. Reference Standard: Corrosion-resistant to meet FM-4470 criteria.
- 10. Termination Bar:
 - a. Description: 1.3" X 0.10" thick aluminum bar with integral caulk ledge.
 - b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers
- 11. Roof Walkway Pads:
 - a. Description: EPDM Walkway Pads, 0.30" X 30" X 30" with EPDM tape adhesive strips laminated to the bottom.
 - b. Product/Producer:
 - i. Refer to Paragraph 2.01 – Acceptable Manufacturers

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work. Report any damaged or deteriorated conditions to the Designer prior to commencement of work.
 - 1. Examine roof substrate to verify that it is properly sloped to drains.
 - 2. Verify all drainage is properly functioning prior to commencement of work. Notify Designer of any obstructions to drainage
 - 3. Correct defects in the substrate before commencing with roofing work.
 - 4. Commencement of work indicates acceptance of existing conditions.
 - a. Requests for additional compensation for deficiencies encountered after commencement of work will not be accepted by the Owner
- B. Take appropriate measures to assure that fumes from adhesive solvents are not drawn into the building through air intakes.
- C. For reroofing applications only: remove existing roof system components as specified.
- D. The surface must be clean, dry, smooth, free of sharp edges, fins, loose or foreign materials, oil, grease and other materials which may damage the membrane. All roughened surfaces which could cause damage shall be properly repaired before proceeding.
- E. Fill all surface voids of the immediate substrate greater than 1/4" wide with an acceptable insulation or suitable fill material.

3.02 PREPARATION

- A. Protection of Other Work:
 - 1. Protect all surfaces from adhesives and sealants.
 - 2. Protect neighboring work, property, cars, and persons from spills and overspray from adhesives, sealants and coatings.
 - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.

3.03 INSTALLATION

- A. Wood Nailer
 - 1. Total wood nailer height shall match the total thickness of insulation being used and shall be installed with a 1/8" gap between each length and at each change of direction.
 - 2. Wood nailers shall be firmly fastened to the deck. Mechanically fasten wood nailers to resist a force of 200 lbs. per lineal foot.
- B. Membrane Placement and Attachment
 - 1. Place membrane, without stretching, over suitable substrate and allow to relax as recommended by the manufacturer.
 - 2. Apply bonding adhesive using rates and methods recommended by the manufacturer.
- C. Membrane Lap Splicing
 - 1. General:
 - a. Fabricate lap splices using products and methods required by the manufacturer.
 - b. Complete all lap splices using seam splice tape as described above, followed by an application of 5" laminated flashing over the completed splice. 5" seam flashing shall be installed as soon as practical, but in no case more than 24 hours after lap splice has been made. Refer to manufacturer's details for specific requirements.
- D. Membrane Securement
 - 1. Secure membrane at all locations where the membrane terminates or goes through an angle change greater than 2" in 12" except for round pipe penetrations less than 18" in diameter and square penetrations less than 4" square.
 - 2. Mechanically fasten reinforced perimeter fastening strips per manufacturer's recommendations.
- E. Flashing - Penetrations
 - 1. General:
 - a. Flash all penetrations passing through the membrane.
 - b. The flashing seal must be made directly to the penetration.
 - 2. Pipes, Round Supports, etc.
 - a. Flash with pre-molded EPDM pipe flashings where practical.
 - b. Flash using uncured EPDM flashing when pre-molded EPDM pipe flashing is not practical.
 - 3. Structural Steel Tubing:
 - a. Use a field fabricated pipe-flashing detail provided that the minimum corner radius is greater than 1/4" and the longest side of the tube does not exceed 12". When the tube exceeds 12" use a standard curb detail.
 - 4. Roof Drains
 - a. Provide a clean even finish on the mating surfaces between the clamping ring and the drain bowl.
 - b. Taper insulation around the drain to provide a smooth transition from the roof surface to the drain. Use pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope. Slope shall not exceed manufacturer's recommendations.
 - c. Position, cut, and attach membrane at drains using products and methods required by the manufacturer.
 - d. Install the roof drain clamping ring and clamping bolts. Tighten the clamping bolts to achieve constant compression.

5. Pipe Clusters and Unusual Shaped Penetrations
 - a. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration and all sides.
 - b. Secure penetration pockets per manufacturer's details
 - c. Fill penetration pockets with pourable sealer, so as to shed water. Pourable Sealer shall be a minimum of 2" deep.
6. Hot Pipes
 - a. Protect the rubber components from direct contact with steam or heat sources when the in-service temperature is in excess of 180°. In all such cases, flash to an intermediate insulated "cool" sleeve per manufacturer's details.
7. Flexible Penetrations
 - a. Provide a weathertight gooseneck set in water block seal and secured to the deck.
 - b. Flash in accordance with manufacturer's details
8. Scuppers
 - a. Remove existing scupper and provide a new welded watertight scupper or clean the existing scupper for reuse.
 - b. Set welded watertight scupper in water block seal and secure to the structure.
 - c. Flash in accordance with manufacturer's details.
9. Expansion Joints
 - a. Install as shown on roof drawings in accordance with manufacturer's details. Refer to Section 07 70 00 - Roofing Accessories for expansion joint covers.
- F. Flashing – Walls, Parapets, Mechanical Equipment Curbs, Skylights, Etc.
 1. General:
 - a. Using the longest pieces practical, flash all walls, parapets, curbs, etc., a minimum of 8" high per manufacturer's details.
 2. Evaluate Substrate:
 - a. Evaluate the substrate and overlay per manufacturer's specifications as necessary.
 3. Complete the splice between flashing and the main roof sheet using products and methods required by the manufacturer.
 4. Provide termination directly to the vertical substrate as shown on roof details.
 5. Install t-joint covers at field and flashing splice intersections as required by manufacturer.
 6. Install intermediate flashing attachment as required by manufacturer's specifications and details.
- G. Flashing – Gravel Stops or Roof Edge Metals
 1. Install flashings using products and methods required by the manufacturer.
- H. Temporary Closure
 1. Temporary closures which ensure that moisture does not damage any completed section of the new roofing system are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- I. Roof Walkways
 1. Install walkways at all access points to the roof and around all rooftop equipment that may require maintenance and as shown on roof drawings.
 2. Layout walkway pads so that the flat surface is over the completed membrane, spacing each pad a minimum of 1" and a maximum of 3" from each other to allow for drainage.
 3. Install walkway pads using products and methods required by the manufacturer.

3.04 APPLICATION

- A. Contractor shall follow application, safety, etc. information as published in the most current edition of the manufacturer's technical specifications.

3.05 CONSTRUCTION

- A. Special attention is called to the requirement that all lap splices in the roof membrane shall be made using seam tape and a 5" seam cover. Refer to Paragraph 3.03 C.1b. of this section.

3.06 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as required by the manufacturer
- B. Correct identified defects or irregularities.
- C. Inspection by Manufacturer: Provide a final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer.
 - 1. Technical Representative shall not perform any sales functions.
 - 2. Contractor shall complete any necessary repairs required for issuance of warranty.

3.07 CLEANING

- A. Clean all contaminants from building and surrounding areas.
- B. Remove trash, debris, equipment from project site and surrounding areas.
- C. Repair or replace damaged building components or surrounding areas to the satisfaction of the building owner.
- D. Remove temporary coverings and protect adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.

3.08 PROTECTION

- A. Protect installed product's finish surfaces from damage during construction.

END OF SECTION

SECTION 07 62 00

FLASHING AND SHEET METAL

PART 1 GENERAL

1.01 SUMMARY

- A. Applicable provisions of the General Conditions, Supplementary conditions, and Division 1, General Requirements, apply to the work under this Section.
- B. Furnish all work to install shop formed metal roof flashings, scupper sleeves, and miscellaneous sheet metal work in connection with roofing.
- C. Furnish all work to install aluminum cladding over all exposed wood
- D. Related Sections:
 - 1. Section 07 53 23- Fully Adhered EPDM Roofing System
 - 2. Section 07 70 00 - Roofing Accessories.
- E. Profiles shall be as shown in the SMACNA Architectural Sheet Metal Manual.
Plate numbers to include:
 - 1. Counterflashings – Figure 4-3
 - 2. Step Flashing- Figure 4-7
 - 3. Overflow Scuppers – Figure 1-30 A and B
- F. Definitions:
 - 1. SMACNA- Sheet Metal and Air Conditioning Contractors' National Association, Inc.

1.02 SUBMITTALS

- A. Submit in accordance with Section 01 33 00.
- B. Requests for permission to use alternate materials, methods, and details shall be submitted to the Designer, in writing, and shall fully describe the proposed alternatives and the reasons for such proposed changes.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Suitable facilities for storage and protection of materials shall be provided by the Contractor on the site. Materials shall be stored off the ground on pallets or suitable dunnage and shall be covered with breathable waterproof covers, such as canvas tarps.
- B. Upon receipt of materials, installer shall inspect the shipment for damage and to assure shipment is complete.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS/PRODUCTS

- A. Aluminum Sheet or Galvanized Sheet (prefinished):
 - 1. Pac-Clad as manufactured by Peterson Aluminum Corporation, Elk Grove Village,
 - 2. ColorKlad as manufactured by Vincent Metal Goods, Minneapolis, MN 55440
 - 3. Una-Clad as manufactured by Copper Sales, Inc. Anoka, MN 55303
 - 4. Approved Substitute
- B. Copper Sheet:
 - 1. Revere Copper Products, Inc. Rome, NY 13440
 - 2. Copper and Brass Sales, Inc. Southfield, MI 48034
 - 3. Sequoia Brass and Copper, Hayward, CA
 - 4. Approved Substitute
- C. Galvanized Sheet (unfinished):
 - 1. Bethlehem Galvanized Sheet by Bethlehem Steel Company, Bethlehem, PA.
 - 2. Zincgrip Sheet by Armco Steel Corp., Middletown, OH.

3. USS Hot-Dipped Galvanized Sheet by United States Steel Corp., Pittsburg, PA.
 4. Approved Substitute.
- D. Sealant:
1. Tremco Mono as manufactured by Tremco Construction Products, Beachwood, OH 44122.
 2. Geocel 2300 Construction Tripolymer Sealant as manufactured by Geocel Corporation, Elkhart, IN 46515
 3. Sonneborn NPI as manufactured by ChemRex, Inc., Shakopee, MN 55379
 4. Approved Substitute

2.02 MATERIALS

- A. Unfinished galvanized steel sheet shall be 24 gauge structural quality G-90 galvanized steel.
- B. Prefinished steel sheet shall be 24 gauge G-90 galvanized sheet steel with fluoropolymer (PVDF) resin finish.
- C. Prefinished aluminum sheet shall be 0.032" aluminum sheet with fluoropolymer (PVDF) resin finish.
- D. Copper sheet shall be 16 oz. cold-rolled sheet, conforming to ASTM B30.
- E. Self tapping and sheet metal screws for steel shall be stainless steel.
- F. Nails and other fasteners for copper shall be copper.
- G. Solder shall be 50-50 tin/lead. Flux for soldering copper shall be non-corrosive rosin type.
- H. Non-hardening sealant shall be one-part acrylic polymer sealant or an approved substitute.
- I. Cleats and clips shall be of an identical material and one gauge heavier than the material being attached.
- J. Scupper sleeves and inside flanges shall be fabricated from 16 oz. copper. Outside flanges shall be fabricated from 24 gauge pre-finished steel matching copings, gutters, or other exposed sheet metal. Alternate materials may be acceptable, but details must be submitted to and accepted by Designer prior to installation.

2.03 COLORS AND FINISHES

- A. Sealant colors shall match adjacent finishes.
- B. Aluminum for exterior cladding, soffit panels, formed architectural trim, and prefinished steel flat sheet for miscellaneous shapes shall be pre-finished with fluoropolymer (PVDF) resin paint finish with 20year warranty. See drawings and appropriate SMACNA details for profiles and gauges.
- C. Colors shall be selected by Owner from Manufacturer's standard colors.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Sheet metal work exposed to the weather shall be permanently weathertight, with suitable provisions made for free expansion and contraction without causing leaks.
- B. Copper shall not be installed in contact with other metals, except tin and lead. When copper overlaps or is joined to other metals, the copper shall be painted with asphalt or zinc-chromate paint or the metals shall be separated by one-pound sheet lead gasket.
- C. Work shall be accurately formed to sizes, shapes and dimensions indicated and detailed, with all angles and lines in true alignment, straight, shape, erected plumb, level, and in proper plane, without bulges or waves. Cope or flange intersections to accurately fit and solder together.
- D. Work shall be installed as detailed and in accordance with the specifications, unless otherwise approved by the Architect in writing. Under no circumstances are exposed

fasteners allowed on horizontal or sloped surfaces. Exposed fasteners on vertical surfaces must include washers, gaskets or other manufacturer approved methods of sealing.

- E. Clean and roughen edges to be soldered. Apply non-corrosive flux and pre-coat the surfaces to be joined with solder alloy for a distance of 1-1/2" back from edge of metal. Remove flux residue with clean water. Assemble the parts and solder, using regular non-corrosive rosin flux.
- F. Soldering shall be used for sealing only and joints that must withstand mechanical stresses shall be riveted or screwed in addition to soldering.
- G. Details shall be from SMACNA Architectural Sheet Metal Manual-sizes shall be as shown on the drawings.
- H. All exterior metal cladding and running architectural trim shall be fabricated to the profile and shape as shown on the drawing from the gauge, type and finish of material as herein specified.
- I. All cladding and trim shall be installed watertight so as to ensure that no water can penetrate the building. Where fabrication and attachment cannot ensure watertightness, a non-hardening caulk shall be used to seal joints.
- J. All cladding and trim shall be fabricated and installed to provide for free expansion and contraction.
- K. Duct enclosures on the interior and exterior of the building, exterior louver hoods on building walls, custom fabricated radiused louvers in connection with duct enclosures, and other incidental interior sheet metal shall be formed from Galvalume Sheet Steel of gauges shown on the Drawings.
- L. Anchorage to steel skeleton framing shall be with stainless steel self-tapping screws.
- M. Repair or replace damaged installed products.
- N. All sheet metal work shall conform to SMACNA standards.

3.02 CONSTRUCTION

- A. Coordinate the installation of sheet metal work with the work of other trades, e.g., roofing sheet metal with installation of shingle roofing and through-wall flashing and counter-flashing with installation of masonry work.

3.03 CLEANING

- A. Remove temporary coverings and protect adjacent work areas. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.

3.04 PROTECTION

- A. Protect installed products' finish surfaces from damage during construction.

END OF SECTION

SECTION 07 70 00

ROOFING ACCESSORIES

PART 1 GENERAL

1.01 SUMMARY

- A. Applicable provisions of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to the Work under this Section.
- B. Install roofing accessories where shown on the drawings and as specified herein.
Section Includes:
 - 1. Coping
 - 2. Edge Metal
 - 3. Reglets and Counterflashings.
 - 4. Expansion Joint Covers
- C. Related Sections:
 - 1. Section 06 10 00- Rough Carpentry
 - 2. Section 07 53 23 – Fully Adhered EPDM Roofing System.
 - 3. Section 07 62 00- Flashing and Sheet Metal
- D. Profiles shall be as shown in the SMACNA Architectural Manual- Figure number to include:
 - 1. Coping- Figure 3-4A
 - 2. Edge Metal- Figure 2-2A (raised edge depends on conditions)
- E. Definitions:
 - 1. SMACNA- Sheet Metal and Air Conditioning Contractors National Association, Inc.
 - 2. ANSI/SPRI-American National Standards Institute/Single Ply Roofing Institute

1.02 SUBMITTALS

- A. Submit in accordance with Section 01 33 00.
- B. Submit six (6) sets of manufacturer's cut sheets and installation instructions for products specified herein.
- C. Provide product samples and color sample.
- D. Submit shop drawing as required outlining roof plans, profiles, forming details, trim flashing. Show details of weather-proofing at all edges and penetrations.
- E. Submit manufacturer's 20 year paint warranty covering finish fade, chalk and peel.
- F. Provide certification that copings and edge metals have been tested to meet the requirements of ANSI/SPRI ES 1-98.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Provide suitable facilities for storage and protection of materials on the site.
- B. Upon receipt of materials, installer shall inspect the shipment for damage and to insure shipment is complete.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Coping and Edge Metal:
 - 1. Peterson Aluminum Corporation, Elk Grove Village, IL
 - 2. Approved Substitute
- B. Reglets and Counterflashings:
 - 1. M M Systems Corp., Pendergrass, GA
 - 2. Approved Substitute

- C. Aluminum or Steel Prefinished Sheet:
 - 1. Peterson Aluminum Corp., Elk Grove Village, IL
 - 2. Approved Substitute
- D. Sealant:
 - 1. Tremco Construction Products, Beachwood, OH
 - 2. Geocel Corp., Elkhart, IN
 - 3. ChemRex, Inc., Shakopee, MN
 - 4. Approved Substitute

2.02 MATERIALS

- A. Coping and Edge Metal:
 - 1. Gauge and grade of substrate material:
 - a. 24 ga. G-90 galvanized steel
 - 2. Fabricate sheet metal flashing and trim from same material and finish as panels.
 - 3. Coping gutter/splice plate and edge metal splice plate shall be same material and finish as coping or edge metal. Anchor plate shall be G-90 galvanized steel shall be at least one gauge heavier than coping of edge metal.
 - 4. Provide manufacturer's fasteners as required.
 - 5. Metal Coping and Edge Metal listed below are products of Peterson Aluminum Corporation noted herein to describe size, quality, shape, and performance only (refer to Supplemental General Conditions for substitution requirements).
 - a. Tite-Loc Coping
 - b. PAC-1-Ply Gravel Stop (Single Ply Roof)
 - 6. Fabricate edge metal from prefinished 24 ga. steel sheet.
 - 7. Coping and edge metal shall meet the requirements of ANSI/SPRI ESI-98.
 - 8. Provide manufacturer's fasteners as required.
- B. Expansion Joint Covers:
 - 1. Roof expansion joint covers shall be pre-formed or shop fabricated sections meeting ES-1-98 and SMACNA details as indicated on the Drawings. All direction changes, transitions, terminations, and intersections shall be made using factory fabricated fittings. Style of expansion joint covers shall depend upon application joint as recommended by the roofing system manufacturer.
- C. Reglets and Counterflashings:
 - 1. RC-3 Reglet and counterflashing by M M Systems Corp., or approved substitute, for exterior masonry walls.
 - 2. RC-1 Reglet and counterflashing by M M Systems Corp., or approved substitute, where surface mounted reglet is indicated on the drawings.
 - 3. Reglet shall be extruded aluminum colored to match counterflashing.
 - 4. Counterflashing shall be retained securely in reglet by a stainless steel clip.
 - 5. Counterflashing shall be formed from 0.032" prefinished aluminum.
 - 6. System shall include stainless steel wind clips @ 32" O.C.
- D. Sealant:
 - 1. Sealant shall be a non-hardening terpolymer sealant. Color shall match sheet metal.
 - a. Tremco Mono by Tremco Construction Products.
 - b. Geocel 2300 by Geocel Corp.
 - c. Sonneborn NPI by ChemRex, Inc.
 - d. Approved substitute.

2.03 COLORS AND FINISHES

- A. Color shall be as selected from manufacturer's standard color chart (or custom color as selected by Designer: please consult with manufacturer).
- B. Finish:
 - 1. Coping and edge metal:
 - a. Super-Cote II Kynar 500®
 - b. Match color of existing construction
 - 2. Reglets and Counterflashing
 - a. Match existing construction

PART 3 EXECUTION

3.01 INSTALLATION:

- A. Coping and Edge Metal:
 - 1. All surfaces on which the work is to be applied shall be examined for flatness as appropriate to application.
 - 2. Panels shall be installed so that horizontal lines are level and vertical lines are even.
 - 3. All sheet metal work shall conform to standards set forth in the SMACNA architectural sheet metal manual.
 - 4. Fasteners shall be concealed as provided by manufacturer.
 - 5. Repair or replace damaged installed products
 - 6. Protect adjacent work areas
- B. Expansion Joint Covers:
 - 1. Install expansion joint covers in accordance with manufacturer's recommended details.
 - 2. Repair or replace damaged installed products
 - 3. Protect adjacent work areas
- C. Reglets and Counterflashings:
 - 1. Install embedded reglets in mortar joints. Coordinate elevation of reglets with elevation of finished roof in order to maintain proper distance between reglet and roof.
 - 2. Coordinate installation of reglet with installation of through-wall masonry flashing.
 - 3. Install surface mounted reglets on smooth, impervious surfaces only. Provide seal at top of reglet by installing sealant as recommended by manufacturer.
 - 4. Install counterfashing securely in reglet, following manufacturer's printed instructions.
 - 5. Install wind clips on counterfashing following manufacturer's printed instructions.

3.02 CLEANING

- A. Leave work areas clean and remove all scrap and debris from surrounding area.
- B. Only minor scratches and abrasions shall be allowed to be touched up. Any other damaged material shall be replaced.
- C. Remove and dispose of temporary coverings. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.

3.03 PROTECTION

- A. Protect installed product's finish surfaces from damage during construction.

END OF SECTION