

# READING REGIONAL AIRPORT MULTIPLE BUILDING RENOVATIONS PROJECT MANUAL

MGA Project #24-0022 July 25, 2023

# **PROJECT MANUAL**

# **MULTIPLE BUILDING RENOVATIONS**

2501 Bernville Road Reading, Berks County, Pennsylvania

# owner READING REGIONAL AIRPORT

2501 Bernville Road Reading, Pennsylvania 19605

# architect MG ARCHITECTS, LTD.

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Wyomissing, Pennsylvania 19610-1278
610-376-4927 P
James A. Sarro, AIA, LEED AP+: JimS@MG-Architects.com

# mechanical/electrical engineers SYSTEMS DESIGN ENGINEERING

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MG PROJECT NO. 24-0022

July 25, 2024



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# **BASE BID**

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A-105	Schedules
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H-201	HVAC Plan
P-001	Plumbing Notes and Schedules
P-101	Plumbing Piping Plan
E-001	Electrical Legend and Notes
E-101	Lighting Plan

Power & Systems Plan

# Alternate Bid No. 1

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A-110 Hanger Plan

# Alternate Bid No. 2

A-120	Existing Conditions
A-121	Lower Roof Plan & Details
A-122	Upper Roof Plan

# Alternate Bid No. 3

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H101D	<b>HVAC Demolition Plan</b>

**END OF SCHEDULE OF DRAWINGS** 

SCHEDULE OF DRAWINGS

# **DOCUMENT 000080 - SEALS PAGE**

- 1.1 DESIGN PROFESSIONALS OF RECORD
  - A. Architect: MG Architects, Ltd.
    - 1. James A. Sarro, AIA, LEED AP BD+C
    - 2. Pennsylvania No. RA408560
    - 3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.



- B. Mechanical, Electrical, Plumbing Engineer: Systems Design Engineering
  - 1. Stephen Gribb, PE
  - 2. Pennsylvania PE046500E
  - 3. Responsible for Divisions 22, 23, 26 and 27 Sections except where indicated as prepared by other design professionals of record.



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#### **DOCUMENT 001116 - INVITATION TO BID**

#### 1.1 PROJECT INFORMATION

A. Project Identification: Reading Regional Airport
Multiple Building Renovations

1. Project Location: Reading Regional Airport

2501 Bernville Road

Reading, Bern Township, Berks County, PA 19605

B. Owner: Reading Regional Airport

2501 Bernville Road Reading, PA 19605

1. Owner's Representative: Zackary Tempesco, Airport Director

Email: ztempesco@readingairport.org

Phone: (610) 372-4666

C. Architect: MG Architects, Ltd.

955 Berkshire Blvd. Suite 101 Wyomissing, PA 19610-1278

1. Architect's Representative: James A. Sarro, AIA, LEED AP BD+C

Email: JimS@MG-Architects.com

Phone: (610) 376-4927

D. The work scheduled at the Reading Regional Airport includes renovations and repairs to Hanger 521, including the Fixed Base Operator (FBO) space, roof replacement and repairs at Hanger 520, and unit heater replacement at Hanger 407, as well as other Work indicated in the Contract Documents.

#### 1.2 DOCUMENTS

- A. In order to bid the project, and receive all pertinent bidding information and addenda, all Bidders MUST be registered with, and purchase bidding documents from, MG Architects, Ltd. <u>Documents will be available for purchase on July 25, 2024.</u> Documents will be provided to bidders only; complete digital sets of documents only will be issued.
- B. Documents are available in **digital** format and will be released upon receipt of payment in the amount as follows:
  - 1. **Digital** Procurement and Contracting Documents:

a. Non-Refundable Fee: \$75.00

b. Instructions for downloading documents from our FTP site will be provided to Prime Contract Bidders only. After downloading documents, Bidder shall sign and return the Acknowledgement Form (provided in the download) confirming receipt of all documentation.

- C. Payment must be received prior to the release of the bid documents; checks shall be made payable to Muhlenberg Greene Architects, Ltd. and mailed or delivered to our office at 955 Berkshire Blvd., Suite 101, Wyomissing, PA 19610-1278. No other form of payment is accepted.
- D. Include the following information with your payment:
  - 1. Company name, address, telephone, and fax.
  - 2. Contact name(s) along with email address. You may list up to two contacts in order to receive any addenda via our ShareFile site.

#### 1.3 BID SUBMITTAL AND OPENING

A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: August 15, 2024

2. Bid Time: 2:00 pm

3. Location: Reading Regional Airport Administrative Offices

2501 Bernville Road Reading, PA 19605

B. Submit Bid in an opaque, sealed envelope and addressed to:

Reading Regional Airport 2501 Bernville Road Reading, PA 19605

and shall be marked:

Bid for Proposed: Multiple Building Renovations

C. Bids will be thereafter publicly opened and read aloud. Bid results will not be official until all information is reviewed, tabulated, and presented to the **Airport Board of Directors.** 

# 1.4 BID SECURITY

- A. Bid Security shall be made payable to Reading Regional Airport, in the amount of 10 percent (10%) of the Base Bid sum. Security shall be CERTIFIED CHECK, BANK CASHIERS CHECK or AIA A310 BID BOND issued by the Surety licensed to conduct business in the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.
- B. The successful bidder's Security will be retained until it has signed the Contract and furnished the required PAYMENT and PERFORMANCE BONDS. The Owner reserves the right to retain the Security of the next three (3) lowest bidders until the lowest Bidder enters into a Contract or until sixty (60) days after bid opening, unless delayed due to required approvals of another governmental agency, in which case bids shall be irrevocable for 120 day. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain its Bid Security as liquidated damages, but not as a penalty.

C. The Bid Security is to be submitted and attached to the BID FORM at the time of submission of Bids

# 1.5 PREBID CONFERENCE

- A. A prebid conference for all bidders will be held at **on Wednesday**, **July 31**, **2024 at 10:00 am** at the Airport Administrative Office. **Prospective bidders are required to attend.** 
  - 1. A primary focus of the conference is to review project requirements, ask questions, and permit Bidders' inspection of the existing conditions.
  - 2. Bidders are to sign-in at the prebid meeting.
- B. Additional site visits to inspect the existing conditions will be available on Thursday, August 1, 2024 and Friday, August 2, 2024 between the hours of 9:00 am and 12:00 pm.
  - 1. All bidders wishing to visit on any of the scheduled days must notify Zackary Tempesco, Airport Director, by calling (610) 372-4666.
- 1.6 MODIFICATION AND WITHDRAWAL
  - A. Refer to SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, item 1.12.
- 1.7 DISQUALIFICATION AND REJECTION OF BIDS
  - A. Refer to SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, item 1.13
- 1.8 AWARD
  - A. Refer to SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, item 1.15.
- 1.9 EXECUTION OF CONTRACT:
  - A. Refer to SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, item 1.16.
- 1.10 TIME OF COMPLETION AND LIQUIDATED DAMAGES
  - A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time as noted in item 1.17 of the SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.
  - B. Work is subject to liquidated damages as identified in SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item 1.36.

# 1.11 BIDDER'S QUALIFICATIONS

- A. Bidders must demonstrate a successful track record in the performance of like work and similar projects. Contractor's Qualifications Statement, AIA Document A305-2020, shall be submitted with the Bid Form.
- B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder. Refer to SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, ITEM 1.9.

**END OF DOCUMENT 001116** 

# 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)

# **TABLE OF ARTICLES**

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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<sup>™</sup>–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<sup>TM</sup>, 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
- 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<sup>TM</sup>—2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
    - (Insert the complete AIA Document number, including year, and Document title.)
  - AIA Document A101<sup>TM</sup>—2017, Exhibit A, Insurance and Bonds, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)
  - AIA Document A201<sup>TM</sup>—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<sup>TM</sup>–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: (Check all boxes that apply and include	de appropriate information i	dentifying the exhibit where required.)
	☐ AIA Document E204 <sup>TM</sup> –201 (Insert the date of the E204-2		oit, dated as indicated below:
	☐ The Sustainability Plan:		
	Title	Date	Pages
	☐ Supplementary and other Co	nditions of the Contract:	
	Document	Title	Date Pages
		7	
.9	Other documents listed below:	land anna indan de la Comun	and the Draw and Control
	(List here any additional documents to Documents.)	nat are intended to form part	oj ine Proposed Contract

# **SECTION 002114 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

#### ARCHITECT:

MG Architects, Ltd. 955 Berkshire Boulevard, Suite 101 Wyomissing, PA 19610-1278

#### OWNER:

Reading Regional Airport 2501 Bernville Road Reading, PA 19605

To be considered, Bids must be made in accordance with these Instructions to Bidders.

#### 1.1 DOCUMENTS:

- A. Bona fide Prime Contract Bidders may obtain a complete set of Drawings and Project Manual from the Architect.
- B. Delete in its entirety Article 3.1.1 of the Instructions to Bidders (AIA Document A701) and replace with the following: "Bidders may obtain complete sets of Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid."

#### 1.2 EXAMINATION:

- A. Bidders shall CAREFULLY EXAMINE the Documents and the construction Site to obtain first-hand knowledge of existing condition and limitations. FAILURE TO VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME nor will extra payment requests be considered for conditions which could have been determined by examination of the Site and Documents.
- B. Existing Conditions: It is required that all Bidders visit the site to become familiar with existing conditions which affect the Work. Subcontract Bidders are encouraged to visit the site also.
  - In addition to the Pre-Bid conference, additional dates are available for bidders to visit. All bidders wishing to visit on any of the scheduled days must schedule their visit with Zackary Tempesco, Airport Director, by calling (610) 372-4666.
- Pre-Bid Conference: A mandatory pre-bid conference will be held as announced in the INVITATION TO BID.

#### 1.3 QUESTIONS:

A. Submit all questions about the Drawings and Project Manual to the Architect, in writing. Replies will be issued to all Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. If any item of Work is shown on the Drawings and not specified or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings. The Architect WILL NOT BE RESPONSIBLE FOR ORAL CLARIFICATION.

B. Questions and requests for clarifications or interpretations of the bid documents shall be made in writing to the Architect no later than **Monday**, **August 12**, **2024 by 3:00 pm**.

# 1.4 PRE-BID SUBSTITUTIONS:

A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified. Any bidder who desires to substitute materials or equipment which he believes to be equal to those specified, must submit a written request for substitution to the Architect as specified in Sections 012500 and 016000 at least 7 days prior to the bid due date.

#### 1.5 BASIS OF BID:

- A. The bidder must include any Alternates and Unit Cost items as may be shown on the BID FORM, failure to comply may be cause for rejection of Bid. If Alternates or Unit Prices involve no change in cost or are not applicable (N/A), Bidder shall indicate such on the BID FORM.
- No combination of Bids or assignments will be considered unless so noted in the bidding documents.
- C. Failure to acknowledge any addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

#### 1.6 PREPARATION OF BIDS:

- A. Bids shall be made on unaltered BID FORMS. Fill in all blank spaces and submit two (2) copies.
- B. Bids shall be signed in ink with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. ALL UNSIGNED BIDS SHALL BE REJECTED.
- C. Bidders shall submit, with their bid, two fully executed copies of
  - 1. Non-Collusive Affidavit.
  - 2. Contractor's Qualification Statement, AIA Document A305. (Note: Financial Statement need not be submitted with bid but may be required prior to award.)

#### 1.7 QUALITY ASSURANCE:

- A. The Bidder/ Contractor and Subcontractors shall employ only qualified, experienced supervisors and skilled workmen experienced in the type of construction and installations specified for this project.
- B. In order to drive within the perimeter fence line, The project manager for each Prime Contractor will be required to have a TSA background check and participate in the Reading Regional Airport Training program.
  - a. Link to TSA background check (<a href="https://www.backgroundchecks.com/blog/what-is-included-in-a-tsa-background-check">https://www.backgroundchecks.com/blog/what-is-included-in-a-tsa-background-check</a>).
  - b. Airport training program is expected to take 30 minutes.

#### 1.8 BID SECURITY:

A. Bid Security is required as outlined in the INVITATION TO BID.

# 1.9 PERFORMANCE BOND AND PAYMENT BOND:

- A. Successful Bidders shall be required to furnish and pay for Bonds covering faithful performance of the Contract and payment of all obligations arising there under. Furnish Bonds in the amount of 100% of Bid sum and in such form as the Owner may prescribe and with Surety Company acceptable to the Owner. The bond cost must be included in the bid amount.
- B. The Contractor shall deliver said Bonds to the Owner not later than ten (10) days after issuance of the Intention to Award or Notice to Proceed and prior to executing the Agreement. Failure or neglecting to deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.

#### 1.10 NO-LIEN:

A. This is property of a public Owner and, as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.

#### 1.11 SUBMITTAL:

A. Submit Bid in accordance with the INVITATION TO BID.

# 1.12 MODIFICATION AND WITHDRAWAL:

- A. Bids may not be modified after submittal. Bidders may withdraw Bids at any time up to the scheduled time for opening of bids.
- B. A Bid may not be modified, withdrawn or canceled by the Bidder for sixty (60) days after the opening of the bids and each Bidder so agrees in submitting its Bid, unless the award of the Contract is delayed due to required approvals of other governmental agencies, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

#### 1.13 DISQUALIFICATION AND REJECTION OF BIDS:

- A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.

# 1.14 OPENING BIDS:

A. Bids will be publicly opened and read aloud as announced in the INVITATION TO BID.

# 1.15 AWARD:

- A. The Contract will be awarded on the basis of the lowest responsive base bid, including full consideration of any Alternates and Unit Prices, as may appear on the Bid Form.
- B. Post Bid Information: Delete entirely Paragraph 6.2 "Owner's Financial Capability". Delete last sentence of sub-paragraph 4.2.1.

# 1.16 EXECUTION OF CONTRACT:

- A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.
- B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared and agrees to commence work within five (5) days after notice to proceed is given, or on date stipulated in such order.
- D. The accepted Contractor shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within five (5) days following its presentation shall execute same and return it to the Owner.

# 1.17 TIME OF COMPLETION:

- A. The Contractor shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions or as identified in the Notice to Proceed issued by the Architect and carry the Work forward expeditiously to achieve Substantial Completion of the work in accordance with the project schedule developed for the project.
- B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, contractor waives any right to claim that it has been accelerated.
  - 1. The date for Award of Contracts is anticipated by the end of August, 2024 with the Notice to Proceed for construction being issued by the end of September 2024. The On-Site construction activity scheduled to start the first week of October 2024.
    - a. Submittals, shop drawings, ordering of materials and equipment are to be submitted in a timely manner following the *Notice to Proceed*. Coordination and cooperation of all contractors is required to ensure that products and equipment needed by various contracts shall be available as work progresses to meet the schedule for completion of the project.
  - The work shall be completed within Twenty-Four (24) weeks of the issuance of the Notice to Proceed.
  - 3. All Construction Activities at the site are to be coordinated with the Airport:
    - a. Mobilization to deliver materials, trailers, temporary facilities, etc. to the site is anticipated to begin on the scheduled date for on-site construction activity.

4. Should the Contractor fail to complete the work in accordance with the Contract Documents, liquidated damages shall be assessed based on the project schedule noted above in these Supplementary Instructions and as further defined in Section 013200. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item 1.36 for LIQUIDATED DAMAGES.

# 1.18 GOVERNING LAWS AND REGULATIONS:

- A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and the following paragraphs B through L are deemed to be included in the Contract the same as though herein written in full.
- B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):
  - The Contractor is required to promptly perform all reporting and recording as required by said Act.
- C. PENNSYLVANIA ACT 287 UTILITIES PROTECTION:
  - The Contractor will be responsible for complying with Pennsylvania Act 287 of 1974, as amended, commonly known as the "CALL BEFORE YOU DIG ACT". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to work. One call locates utility lines and the utilities are notified.
- D. COMPLIANCE WITH HUMAN RELATIONS ACT:
  - Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item 1.53, paragraph 13.8.
- F. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:
  - 1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item 1.53, paragraph 13.7.
- H. STANDARD OF QUALITY:
  - 1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item 1.53, paragraph 13.10.
- I. PROHIBITION OF CASH ALLOWANCES:
  - 1. Cash allowances are not to be included in the bid specification.
- J. RIGHT TO KNOW ACT:
  - Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Act, Act No, 159 of 1984, 35 P.S. Paragraph 7301 et. Seq., and its implementing regulations.

# K. COMPETENT WORKMEN:

1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item 1.53, paragraph 13.12.

END OF SECTION 002114

# **SECTION 002215 - BID FORM: ALL PRIME CONTRACTS**

Prime Contract Bidding: CHECK PRIME CONTRACT
☐ CONTRACT 1: GENERAL CONSTRUCTION
☐ CONTRACT 2: PLUMBING CONSTRUCTION
☐ CONTRACT 3: HVAC CONSTRUCTION
☐ CONTRACT 4: ELECTRICAL CONSTRUCTION
lame of Contractor
Contact Name and Title
Contact's Telephone Number
Owner's Name and Title
Owner's Telephone Number

In conformity with the Plans and Specifications as prepared by Muhlenberg Greene Architects, Ltd., 955 Berkshire Blvd, Suite 101, Wyomissing, PA 19610, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the Reading Regional Airport, 2501 Bernville Road, Reading PA 19605 which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-Bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the

plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 must be submitted with the Bid Form.

Contractor/Bidder acknowledges that time is of essence. Contractor/Bidder acknowledges that with the submission of this bid the schedule for project, identified in the Supplementary Instructions to Bidders, will be maintained.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

# **Bid Withdrawal**

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof.

THE BID, as called for, is submitted as follows:

A. BASE BIDS:

1. For all \_\_\_\_\_ Construction Work, as shown and specified in the Insert prime contract

Contract Documents for the lump sum of:

Dollars (\$\_\_\_\_\_)

B. ALTERNATES: (See Section 012300 for full description)

Verify if Alternate increases or decreases contract amount by crossing out "ADD" or "DEDUCT" as appropriate for each item. It is understood that the Owner may accept or reject alternates as their own best interests may determine

**General Construction: Contract 1** 

Alternate No. GC-01 (Hanger No. 1) - ADD

Dollars (\$)

Alternate No. GC-02 (Hanger	<u>No. 520) - ADD</u> Dollars (\$ )					
	Donard (\$\psi\$)					
Alternate No. GC-03 (Hanger No. 407-Underground Tank) - ADD						
	Dollars (\$					
Alternate No. HC-01 (Hanger No. 407 – Unit Heaters) - ADD						
	Dollars (\$ )					
<ul> <li>C. UNIT PRICES (See Section 012200 for full description)</li> <li>The undersigned proposes the following unit prices for work more fully described in Specification Section 012200. Applicable Prime Construction Bidder shall provide unit prices</li> </ul>						
for all items listed on Bid Form.	Applicable i Time Constituction Blader shall provide unit priods					
General Construction: Contra	act 1					
Unit Price #GC-01	/sq.ft. (Roof Deck Repair/Replacement) /sq.ft. (Cutting & Patching of Concrete Slabs-on-Grade)					
Plumbing Construction: Cont	tract 2					
Unit Price #PC-01 Unit Price #PC-05	/lin.ft. (Copper Piping)					
HVAC Construction: Contract	t 3					
Unit Price #HC-01	/( Add'l Galvanized Sheet Metal Ductwork w/ Acoustical Liner)					
Unit Price #HC-02	/Device (Wall-Mounted DDC Temperature Sensor)					
Electrical Construction: Cont	ract 4					
Unit Price #EC-01	/ (Additional Duplex Receptacle & 20A Circuit)					
Unit Price #EC-02						
Unit Price #EC-03	/ (Ceiling Mounted Dual Technology Sensor) / (Type B1 light fixture)					
Unit Price #EC-05						

# D. ATTACHMENTS:

The following documents, having been executed by the Undersigned, are attached and are made a condition of this Bid:

- 1. Non-Collusion Affidavit.
- Contractor's Qualification Statement.

# E. ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid the instructions and information contained in the following Addenda:

Addendum No.	<u>Dated</u>	
<del></del>		
BID SECURITY:		
Bid Security attached in the sum of	Dollars (\$	)

is to become the property of the Owner, in the event the Contract is not executed within the time set forth in the Supplemental Instructions to Bidders, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

# G. SIGNATURES:

<u>F.</u>

The

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

	Respectfully submitted:			
	*			
	(Company)			
	(Business Address)			
	By:			
(SEAL)	(Signature)			
	Name/Title:			
	Name/Title:(Typed Name)			
	Telephone Number:			
	Individual to Contact for this Contract:			
	(Typed Name)			
	Email:			
Attest:				
Ву:				
,	(Title)			
*When the bidder is a corporation:	The is	s a		
Corporation organized and existing	under the laws of			

END OF BID FORM

# **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)

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.

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.

(879458156)

User Notes:

Signed and sealed this day of ,

(Contractor as Principal) (Seal)

(Witness) (Surety) (Seal)

(Witness) (Title)

(879458156)

#### 004510 AFFIDAVIT - INSTRUCTIONS FOR NON-COLLUSIVE AFFIDAVIT

- 1. This Non-Collusive Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., 1611 et. seq., governmental agencies may require Non-Collusive Affidavits to be submitted together with bids.
- 2. This Non-Collusive Affidavit must be executed by the members, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- 3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of this bid.
- 4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 6. <u>Failure to file an Affidavit in compliance with these instructions will result in disqualification</u> of the bid.

AFFIDAVIT 004510 – 1

## **NON-COLLUSIVE**

# **AFFIDAVIT**

Readin	g	Regi	iona	ΙA	irpo	rt	
Multipl	еE	Build	gnik	Re	nov	atio	ns

State of	. ) ) SS
County of	
I state that I am of (Title)	
(Name of my firm)	_ and that
I am authorized to make this affidavit on behalf of my firm, and its owners person responsible in my firm for the price(s) and the amount of this bid.	, directors, and officers. I am the
I state that:	
(1) The price(s) and amount of this bid have been arrived consultation, communication or agreement with any other contractor, bids	
(2) Neither the price(s) nor the amount of this bid, and neith approximate amount of this bid, have been disclosed to any other firm or p bidder, and they will not be disclosed before bid opening.	
(3) No attempt has been made or will be made to induce any firm on this contract, or to submit a bid higher than this bid, or to submit any int bid or other form of complementary bid.	
(4) The bid of my firm is made in good faith and not pursuant to a or inducement from, any firm or person to submit a complementary or oth	
(5)(Name of my firm)	, its affiliates,
(Name of my firm)	
subsidiaries, officers, directors and employees are not currently under in agency and have not in the last three years been convicted or found liab or Federal law in any jurisdiction, involving conspiracy or collusion with contract, except as follows:	le for any act prohibited by State

AFFIDAVIT 004510 – 2

Regional Airport from accepting a bid from or av	o convicted or found liable does not prohibit the Reading varding a contract to such bidder, but may be a ground for in the question whether the airport should decline to award esponsibility.
I state that	understands
(Name of my fir	m) understands
Reading Regional Airport in awarding the contribution understands, that any misstatement in this	ons are material and important, and will be relied on by act for which this bid is submitted. I understand, and my affidavit is and shall be treated as fraudulent concealment relating to the submission of bids for this contract.
Pour	
Бу	Signature
Title: _	
	Firm
SWORN TO AND SUBSCRIBED BEFORE ME THIS	
THIS	
NOTARY PUBLIC	
MY COMMISSION EXPIRES	

AFFIDAVIT 004510 – 3

# **Contractor's Qualification Statement**

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

$\sim$	101	AIT	TEE	BY:
<b>SI</b>	IKI	VII I	1 -1	I KY'

#### **SUBMITTED TO:**

(Organization name and address.)

(Organization name and address.)

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

#### TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

contracting, piu	imbing contracting, or other.)
THIS CONTRAC (Check all that	TOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING: apply.)
	Exhibit A – General Information
	Exhibit B – Financial and Performance Information
	Exhibit C – Project-Specific Information
	Exhibit D – Past Project Experience
	Exhibit E – Past Project Experience (Continued)
true and sufficie	d certifies under oath that the information provided in this Contractor's Qualification Statement is ently complete so as not to be misleading.  Authorized Representative Signature Date
Printed Name ar	nd Title
NOTARY State of: County of: Signed and swo	orn to before me this day of
Notary Signature	e
My commission	expires:

# **General Information**

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year (In words, indicate day, month and year.)

§ A.1 ORGANIZATION § A.1.1 Name and Location § A.1.1.1 Identify the full legal name of your organization.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.
- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

#### § A.1.3 Other Information

- § A.1.3.1 How many years has your organization been in business?
- § A.1.3.2 How many full-time employees work for your organization?
- § A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.
- § A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

#### **§ A.2 EXPERIENCE**

- § A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.
- § A.2.2 State your organization's total dollar value of work currently under contract.
- § A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:
- § A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

#### § A.3 CAPABILITIES

- § A.3.1 List the categories of work that your organization typically self-performs.
- **§ A.3.2** Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.
- § A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.
- **§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

## § A.4 REFERENCES

§ A.4.1 Identify three client references: (Insert name, organization, and contact information)

§ A.4.2 Identify three architect references: (Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:



# Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year (In words, indicate day, month and year.)

#### § B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

**§ B.1.3** Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information. (Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

#### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000? (If the answer is yes, provide an explanation.)

**§ B.2.2** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?
- **.2** been terminated for any reason except for an owners' convenience?
- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2: (If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?



# **Project Specific Information**

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year (In words, indicate day, month and year.)

#### PROJECT:

(Name and location or address.)

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

#### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

#### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

#### **CONFLICT OF INTEREST**

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

#### § C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

**§ C.1.3** List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

#### § C.2 EXPERIENCE RELATED TO THE PROJECT

- **§ C.2.1** Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.
- § C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:
- § C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:
- **§ C.2.4** State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.
- **§ C.2.5** List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

#### § C.3 SAFETY PROGRAM AND RECORD

- § C.3.1 Does the Contractor's Project Office have a written safety program?
- § C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.
- **§ C.3.3** Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.
- **§ C.3.4** Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

#### **§ C.4 INSURANCE**

- **§ C.4.1** Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.
- **§ C.4.2** If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?
- **§ C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.3? If so, identify.

§ C.5 SURETY § C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:



# Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				74
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount	Contract Amount	Contract Amount	Contract Amount
	Completion Date	Completion Date	Completion Date	Completion Date
	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	Design-bid-build Design-build CM constructor CM advisor Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

# Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				7
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount	Contract Amount	Contract Amount	Contract Amount
	Completion Date	Completion Date	Completion Date	Completion Date
	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	Design-bid-build Design-build CM constructor CM advisor Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				



# 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.

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.

#### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

#### 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.
[	1	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

Init.

§ 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.)

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[ ] Not later than (	) calendar days from the date of commencement	nt of the Work.
[ ] By the following date	<b>:</b>	
	Contract Time as provided in the Contract Doctial Completion of the entire Work, the Contract following dates:	
Portion of Work	Substantial Completion Date	
§ 3.3.3 If the Contractor fails to achi if any, shall be assessed as set forth i	eve Substantial Completion as provided in this S in Section 4.5.	Section 3.3, liquidated damages,
§ 4.1 The Owner shall pay the Contract. The Contract Sum shall be Documents.	ractor the Contract Sum in current funds for the (\$ ), subject to additions and deductions	
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in	n the Contract Sum:	
Item	Price	
execution of this Agreement. Upon a	ed below, the following alternates may be accept acceptance, the Owner shall issue a Modification conditions that must be met for the Owner to ac	to this Agreement.
Item	Price	Conditions for Acceptance
§ 4.3 Allowances, if any, included in (Identify each allowance.)	the Contract Sum:	
Item	Price	
§ 4.4 Unit prices, if any: (Identify the item and state the unit p	rice and quantity limitations, if any, to which the	e 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 liqui	dated 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.)

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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
	1	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)

**User Notes:** 

§ 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<sup>TM</sup>–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<sup>TM</sup>—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<sup>TM</sup>–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<sup>TM</sup>–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203<sup>TM</sup>—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.)

		Document E204 $^{TM}$ –201 t the date of the E204		ets Exhibit, dated as indite this Agreement.)	icated below:	
	[ ] The Su	ustainability Plan:				
	Title		Date	Pages		
	[ ] Supple	[ ] Supplementary and other Conditions of the Contract:				
	Document		Title	Date	Pages	
Γhis Agreem	documents shou		if intended to be part	enumerated in this Agre of the Contract Docum		
OWNER (Signature)			CONTRACT	CONTRACTOR (Signature)		
OWNER (Sig	Silaitare		CONTRACT	(8)		
	me and title)			me and title)		



# 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)

#### TABLE OF ARTICLES

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This document has important legal consequences.
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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.

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- § 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<sup>TM</sup>–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<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>–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.

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§ 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;

- 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:
  - 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
  - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
  - Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
  - .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

# § 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

# § 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

### ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

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

# § 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor, If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

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

# § 9.10 Final Completion and Final Payment

- § 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance 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 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,

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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;
  - .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

- 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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# SECTION 007300 - SUPPLEMENTARY CONDITIONS OF THE CONTRACT

THE FOLLOWING SUPPLEMENTS MODIFY, CHANGE, DELETE FROM, OR ADD TO THE **"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"**, AIA DOCUMENT A201-2017. WHERE ANY ARTICLE OF THE GENERAL CONDITIONS IS MODIFIED, OR ANY PARAGRAPH, SUBPARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTARY CONDITIONS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH, SUBPARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT.

# 1.1 Add the following Subparagraph 1.1.9, Miscellaneous Definitions:

- **"1.1.9.1** The terms such as "directed," "requested," "authorized," selected," "approved," "required," and "permitted" mean "directed by the Architect" and similar phrases. However, no implied meaning shall be interpreted to extend the Architects' responsibility into the Contractor's area of construction supervision.
- **1.1.9.2** The term "approved" where used in conjunction with the Architect's action on the Contractor's submittals applications and requests is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- **1.1.9.3** The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations." It is acknowledged that Owner will supply certain materials but Contractor shall be responsible for its delivery.
- **1.1.9.4** The term "install" is used to describe operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimensions, finishing, curing, protecting, cleaning, and similar operations.
- 1.1.9.5 The term "provide" means to furnish and install complete and ready for the intended use.
- **1.1.9.6** The term "an installer" is an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term "experienced" when used with the term "installer" means having a minimum of five (5) previous projects similar in size and scope to this Project and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction."

### 1.2 Add the following Subparagraph 1.2.4:

- **"1.2.4** In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
- A. The Agreement between Owner and Contractor, AIA Document A101-2017 edition.
- B. Addenda, with those of later date having precedence over those of an earlier date.
- C. The Supplementary Conditions of the Contract.
- D. The General Conditions of the Contract for Construction, AIA Document A201-2017 edition.
- E. Drawings and Specifications.
  - 1. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation."

### 1.3 Add the following Subparagraph 1.2.5 as follows:

**"1.2.5** Notations which apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all except where indicated to the contrary. All manufactured material and equipment shall be installed and used in accordance with the manufacturer's instructions unless specifically otherwise directed in the Contract Documents."

# 1.4 Add the following Subparagraph 1.7.1 as follows:

"1.7.1 The Architect will make available to the Contractor, upon request, Digital Data files of selected contract drawings for the Contractor's purposes solely and exclusively to perform services or construction for the project. The Contractor shall request Digital Data files of specific drawings using the Electronic Media Release Form provided by the Architect. Upon receipt of the Release Form, Digital Data files of the requested drawings will be forwarded to the Contractor via an "FTP type" website established for the project. Along with the Electronic Media Release Form, the Contractor shall submit a check, made payable to MG Architects, Ltd., in the amount of \$100.00 to cover the cost of technician's time for preparing document files, preparation of discs, shipping, etc."

### 1.5 Add the following Subparagraph 1.7.2 as follows:

**"1.7.2** In the event the Contractor requests and receives Digital Data or similar electronic files of project documents for use in the execution of the Work of this project, it is with the understanding that the Digital Data or electronic files provided are for informational purposes only and may not necessarily represent the final and/or complete design of the project and its systems. The Contractor shall not rely on the accuracy of the information provided, but shall be responsible to verify all information and actual project conditions.

Neither the Owner nor Architect assumes responsibility for the information contained on the Digital Data or electronic files or the subsequent use of the information. The Owner and Architect caution any user of the Digital Data or electronic files that subsequent changes may have been made to the Project and/or Contract Documents which may not be reflected on the electronic files. Only final stamped drawings represent an accurate record of the Architects' design.

To the fullest extent permitted by law, the Contractor shall indemnify and defend the Owner, Architect and their respective officers, directors, representatives, insurers, agents, employees and assigns from and against all claims, actions, damages, losses and costs arising from or related to the Contractor's request for and use of Digital Data or electronic project document files, including, but not limited to, any errors, omissions, anomalies, or variances contained therein."

### 1.6 Delete Paragraph 2.2 and associated subparagraphs 2.2.1, 2.2.2, 2.2.3, 2.2.4.

# 1.7 Change Paragraph 2.4 as follows:

In the third line after the words, "the Owner may" insert the following: "- in addition to all other remedies available at law or hereunder - ".

### 1.8 Change Paragraph 2.5 as follows:

In the first sentence:

- Change "ten-day period" to read "5-day period."
- Change the words, "..,without prejudice to other remedies the Owner may have, correct such deficiencies." to read: "..,without prejudice to other remedies the Owner may have, *immediately* correct such default or neglect."

# 1.9 Delete Subparagraph 3.2.1 and replace with the following:

**"3.2.1** The Contractor warrants that it has carefully studied and reviewed the Contract Documents and has reported any errors, inconsistencies or omissions to the Architect. The Contractor hereby acknowledges and declares that to Contractor's knowledge the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and fulfill all of the Contractor's obligations under the Contract Documents. The Contractor shall immediately report any error, inconsistency or omission it encounters to the Architect for resolutions. If the Contractor performs any construction activity knowing or having reason to know that it involves an error, inconsistency or omission, the Contractor shall bear the cost of construction."

### 1.10 Change Subparagraph 3.3.2 as follows:

In the second line after "agents and employees," insert "Suppliers and their agents and employees,"

### 1.11 Add the following Subparagraphs 3.3.4 through 3.3.09:

- **"3.3.4** The Contractor shall perform its Work in accordance with the Contract Documents and in a professional, businesslike and workmanlike manner. Among other things, at completion of the Work, the Contractor shall thoroughly clean the site and remove from the site all tools, equipment, obstructions and debris resulting from the Work.
- **3.3.5** The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.
- **3.3.6** The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of airport activities, using its best efforts to protect the safety of employees and School airport property.
- **3.3.7** The Contractor's Work shall be at all times subject to the inspection and approval of the airport. Any materials that in the opinion of the airport do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the airport does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.
- **3.3.9** Contractor shall not assign its duties under this Agreement without the express written approval of Owner.

# 1.12 Add the following Subparagraphs 3.4.4 through 3.4.7:

- **"3.4.4** All persons employed by the Contractor to perform the Work shall be competent and first-class workmen and mechanics, who are duly skilled in their respective branches of labor.
- **3.4.4.1** Special Qualifications and Experience are required of the contractor and other as identified in the SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, "QUALITY ASSURANCE," Article 1.7.
- **3.4.5** Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such personal shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.
- **3.4.6** The Contractor shall assign an on-site Superintendent for the project who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.

### 1.13 Change Subparagraph 3.5.1 as follows:

- In the second line after "good quality and new" insert "and of recent manufacture."
- Change fourth sentence to read as follows:

"The Contractor's warranty excludes remedy for damage or defect caused by abuse which is not the responsibility of the Contractor, modifications not executed by the Contractor, or improper or insufficient maintenance or improper operation which is not the responsibility of the Contractor, or normal wear and tear under normal usage."

## 1.14 Add Subparagraph 3.6.1 as follows:

"3.6.1 No sales tax or use taxes shall be paid on construction activities which the Commonwealth of Pennsylvania's Department of Revenue has determined to be tax exempt (Sales and Use Tax Regulation 150) relating to Airports and Non-Profit Construction."

# 1.15 Add the following Subparagraph 3.6.2:

**"3.6.2** The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items."

**1.16** Subparagraph 3.7.3 add "or having reason to know" after "knowing" in the first sentence.

# 1.17 Add Subparagraph 3.9.4 as follows:

"3.9.4 The Contractors and Subcontractors shall send authorized representatives to job meetings, with power to make binding commitments on all matters. The Owner reserves the right to request replacement of, and the Contractors agree to replace, or cause to be replaced in the case of subcontractors, such representative(s) if the Owner and Architect find that adequate reason exists for that request."

**1.18 Subparagraph 3.10.3** at the end of the sentence, add "and in accordance with the time limits in the Contract Documents."

# 1.20 Add the following Subparagraph 3.13.1:

**"3.13.1** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. Materials or equipment no longer required for the Work shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, or all other adversity is solely the responsibility of the Contractor."

# 1.21 Add the following Subparagraph 3.16.1:

**"3.16.1** Representatives of governmental agencies shall have access at all reasonable times to inspect the Work, and the Contractor shall provide proper facilities for such access and inspection."

### 1.22 Change Subparagraph 3.18.1 as follows:

Delete from the first sentence of 3.18.1 the following: "...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)."

### 1.23 Add the following to Subparagraph 4.2.12:

"For incidental items only, the Contractors agree to comply with field orders or instructions of the Architect, or additional detail drawings reasonably consistent with the Contract Documents, without claiming extra compensation or time extension."

### 1.24 Add the following Subparagraph 4.2.15:

"4.2.15 The Owner may hire the services of a Construction Manager to assist with the administration of the contract. The services of the Construction Manager shall be to represent the Owner and assist with the project as far as coordination of activities, maintaining project schedules, facilitating the processing of project documents, reviewing of payment applications, and communications among Contractors, Architect, Consultants and Owner. The addition of the services of a Construction Manager does not relieve the Contractor(s) of any of the requirements or obligations for project responsibilities identified in the Project Documents."

# 1.25 Add Subparagraph 5.1.3 as follows:

**"5.1.3** A Supplier is a person or entity who has a direct or indirect contract with the Contractor, Subcontractor or Sub-subcontractor to furnish materials or equipment for the Work. The term "Supplier" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Supplier or an authorized representative of the Supplier."

# 1.26 Change Subparagraph 5.2.1 as follows:

In the second sentence, delete the word "reasonable".

# 1.27 Change Subparagraph 5.2.3 as follows:

In the first sentence delete the work "reasonable", and delete the second and third sentences entirely.

### 1.28 Add the following Subparagraph 7.2.2:

**"7.2.2** In Clause 7.2.1.2 above, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the schedule contained in Clauses 7.3.11.1 through 7.3.11.5."

# 1.29 Change Clause 7.3.3.1 as follows:

Add at the end, "and with an allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.3.11."

### 1.30 Change Subparagraph 7.3.4 as follows:

In the first sentence, delete the words "an amount for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.3.11."

# 1.31 Add the following Subparagraph 7.3.11:

"**7.3.11** In Clause 7.3.3.1 and in Subparagraph 7.3.4, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- 1. For the Contractor; for any Work performed by the Contractor's own forces, fifteen percent (15%).
  - a. <u>Labor costs</u> shall include the base wage rate, plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA, and Worker's Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.

- b. <u>Material, Supplies, and Equipment</u> costs shall be the invoice cost, plus sales tax (if applicable), plus a mark-up of 10% for overhead and profit.
- c. <u>Bonds and Insurance</u> costs shall be submitted without mark-up.
- 2. For the Contractor, for work performed by his Subcontractor or material supplier, five percent (5%) of the amount due the Subcontractor.
  - a. <u>Subcontractor Labor</u> invoice for hourly wages and materials costs shall be in accordance with the definitions listed above.
- 3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Contractor's own forces, fifteen percent (15%) of the cost.
- 4. For each Subcontractor, for Work performed by his Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- 5. Cost to which overhead and profit is to be applied shall be determined in accordance with Clauses 7.3.4.1 through 7.3.4.5."

### 1.32 Add the following Subparagraph 7.3.12:

"7.3.12 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 and subcontracts. Labor and materials shall be itemized in the manner prescribed above; labor costs shall be actual costs (wages and benefits), not standardized billing rates and shall be limited to the items listed in .1 below. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$300.00 be approved without such itemization."

1. Costs of Labor shall be subject to the limitations listed in 7.3.11.1(a) of the Supplemental Conditions of the Contract.

# 1.33 Change Subparagraph 8.1.3 as follows:

After "Architect" insert "and approved by the Owner."

# 1.34 Add the following Subparagraph 8.2.1.1:

**"8.2.1.1** Any preliminary schedule, if provided, is for information purposes only and constitutes a proposed sequence of events based on standard practices. Bidders shall not rely on date or durations suggested by this schedule. The Contractors are responsible to provide the Construction Manager and/or Architect a detailed Construction Schedule of their work within fifteen (15) business days after the date of written notice of Bid Award and a Construction Progress Schedule will be developed and updated periodically."

### 1.35 Delete Subparagraph 8.3.1 in its entirety and replace with the following:

**"8.3.1** In the event of Project delay that the Owner determines in its discretion to be beyond the reasonable control or anticipation of the Contractor, the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects or other consultants of the Owner) associated with defending against such claim. See Subparagraph 8.3.3 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay."

#### 1.36 Add the following Paragraph 8.4 and Subparagraph 8.4.1:

### **"8.4 LIQUIDATED DAMAGES**

**8.4.1** Substantial Completion: The Owner and Contractor recognize and acknowledge that time is of the essence of this Agreement and that Owner will suffer financial loss if any phase of the Work is not completed within the time specified in the Agreement, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize that delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and each Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor and the Contractors' surety shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete and such requirement shall be an event for payment by any bond provided in favor of Owner by Contractors' surety:

# Per Calendar Day Amount: One Thousand Five Hundred dollars (\$1,500.00).

**8.4.2** Submittal Process: The project process and the timely submission of required shop drawings, product data, samples, and similar items specified to be submitted for review impact the project schedule and the ability of all contractors to complete the project in a timely manner. The time frame for contractors to prepare and submit information is **forty-five (45) calendar days from "Notice to Proceed"**. Contractor shall be liable for **Liquidated Damages in the amount of Five Hundred dollars (\$500.00) per Calendar Day** for every day of delay in submitting required information."

# 1.37 Add the following sentence to Paragraph 9.2:

"The Architect can require revision of the Schedule of Values any time before Substantial Completion if he should find such Schedule inaccurate. The Schedule will be updated with each Change Order to incorporate same."

#### 1.38 Add the following Clause 9.3.2.1:

**"9.3.2.1** In addition to specific items listed in Subparagraph 9.3.2 above, payment may be requested by the Contractor for the following items which shall be identified and included as separate line items in the Schedule of Values.

- 1. "Permits and Approval Fees", to the extent that costs are directly attributable to the Project.
- 2. "Performance Bond and Labor and Material Payment Bond", if furnished.
- 3. "General Conditions", which shall be the category covering all miscellaneous items such as cost of Contractor's insurance, Contractor's overhead, project administration and supervision, preparation of required submittals, mobilization, temporary facilities, project layout, etc. Cost assigned to General Conditions in the Schedule of Values shall be no greater than 5% of Contract Sum."
- 4. To facilitate evaluation of Applications for Payment, the Contractor shall identify costs for labor and material as separate line items for each breakdown item on the Schedule of Values.

#### 1.39 Change Subparagraph 9.4.1 as follows:

In the first line, change "seven days" to "ten days".

# 1.40 Change Subparagraph 9.5.1 as follows:

At the end of the first sentence insert ",and the Owner may disapprove a Certificate for Payment for the same reasons."

### 1.41 Change Subparagraph 9.5.1.7 as follows:

Delete the word "repeated."

# 1.42 Change Subparagraph 9.6.2 as follows:

In the first sentence, change "seven days" to "twenty days."

# 1.43 Add the following Subparagraph 9.6.2.1:

"9.6.2.1 In accordance with 62 Pa. C.S.A. Section 3922: In the absence of good and sufficient reasons, within 20 days of the receipt of payment by the Contractor, the Contractor shall pay all subcontractors with whom he has contracted their earned share of the payment the Contractor received. The Owner, Architect, or Construction Manager may, as a pre-condition to payment, require proof of payment to subcontractors, sub-subcontractors, and suppliers at any time and from time to time."

# 1.44 Add the following Subparagraph 9.6.9:

"9.6.9 Until Substantial Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the first regularly-scheduled payment after Substantial Completion, the payment shall be sufficient to increase total payments to one hundred percent (100%) of the Contract Sum less two times the Architect's estimate of sums required to complete unfinished work and settle outstanding claims and in accordance with 62 Pa. C.S.A. §3921."

# 1.45 Add the following Subparagraph 9.6.10:

"9.6.10 When the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner will be returned to the Contractor, provided the Contractor provides written consent of surety to such reduction in retainage along with its Application for Payment, provided the Construction Manager and/or Architect approved the application and reduction of retainage, and further provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Payments are subject to the provisions of Section 9.6."

#### 1.46 Change the first sentence of Paragraph 9.7 to read as follows:

"If the Owner does not pay the Contractor within fourteen days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the work until payment of the amount owing has been received."

# 1.47 Change Subparagraph 9.8.1 as follows:

In the second line, change "occupy or utilize" to "occupy and utilize."

# 1.48 Change Subparagraph 9.10.2 as follows:

In the first sentence after the word "until" add "the Owner has approved such payment and..."

# 1.49 Delete Subparagraph 9.10.4 in its entirety and replace with the following:

"9.10.4 The making of final payment shall not constitute a waiver of any claims by the Owner."

# 1.50 Add Subparagraph 10.2.9 as follows:

"10.2.9 The Contractor shall:

- 1. Take every precaution to secure the Owner's property from theft or vandalism due to Contractor's operation.
- 2. Comply with orders of fire authorities, include the Owner's fire insurance company, and provide adequate fire protection equipment at site; cost of such compliance to be included in the cost of the Work."

1.51 Delete Article 11 in its entirety and replace with the following Article and Subparagraphs:

# "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 jurisdiction in which the Project is located 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.
- **11.1.1.1** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- 1. Premises Operations (including X-C/U coverages).
- 2. Independent Contractors' Protective.
- 3. Products and Completed Operations.
- 4. Personal Injury Liability with Employment Exclusion deleted.
- 5. Contractual, including specified provision for the Contractor's obligation under Paragraph 3.18.
- 6. Owned, non-owned, and hired motor vehicles.
- 7. Broad Form Property Damage, including Completed Operations.
- 8. Umbrella Excess Liability."
- **11.1.1.2** The General Liability coverages shall be provided by a Commercial General Liability Policy on an occurrence basis.
- **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** Contractor shall provide, pay for and maintain (and shall require Subcontractors of all tiers to provide, pay for and maintain) insurance of the type and limits set forth below. Such insurance shall be maintained in full force and effect from the commencement of the Work by Contractor until final acceptance of the entire Project or the completion of all post-acceptance warranty or related Work by Contractor, whichever is later, and shall be for both on-site and off-site Work.

- .1 Automobile Liability insurance covering all owned, non-owned, and hired vehicles used by Contractor and Subcontractors for all operations both on and off the Project Site, with a minimum limit of One Million Dollars (\$1,000,000) Combined Single Limit Per Accident for Bodily Injury and Property Damage.
- .2 Professional Liability insurance if Contractor (or applicable Subcontractors) will perform or retain others to perform professional services in connection with the Work, including engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of One Million Dollars (\$1,000,000) Per Wrongful Act, Error, or Omission.
- .3 Owned and Non-Owned Aircraft. If an aircraft, whether owned or non-owned by the Contractor or any Subcontractor, is used in connection with the Work by the Contractor or any Subcontractor of any tier, the Contractor or Subcontractor, as applicable, shall advise the Owner or its representatives, shall provide a written explanation of the planned use of the aircraft, and shall provide Aircraft Liability Insurance at its sole cost and expense, the conditions and limits to be established by the Owner. The Owner reserves the right to prohibit the use of any aircraft in connection with the Work under this Contract. The minimum limit will be Five Million Dollars (\$5,000,000). This insurance shall be primary to all other insurance.
- .4 Asbestos and/or Lead Abatement. If Contractor (or applicable Subcontractors) will perform or retain others to perform abatement services; Asbestos and/or Lead Abatement Liability Insurance with limits of Ten Million Dollars (\$10,000,000) Each Occurrence and Ten Million Dollars (\$10,000,000) Aggregate when Work includes asbestos and/or lead abatement activities.
- .5 Workers' Compensation insurance providing statutory benefit limits under Pennsylvania's Workers' Compensation law and minimum limits under Coverage Part B (Employer's Liability) of Five Hundred Thousand Dollars (\$500,000) for Each Accident for Bodily Injury by Accident, Five Hundred Thousand Dollars (\$500,000) Each Employee for Bodily Injury by Disease, and Five Hundred Thousand Dollars (\$500,000) Policy Limit for Bodily Injury by Disease. The insurance shall cover all operations of Contractor (or the applicable Subcontractor). Such insurance shall be endorsed to include "Other States Coverage".
- .6 Commercial General Liability insurance covering all Operations/ Work of Contractor (or the applicable Subcontractor). Such insurance shall be written on an Occurrence form. Coverage shall not be provided under a "Claims-Made" or "Modified Occurrence" policy without the prior, expressed written consent of Owner. Such insurance: (i) Shall be no less comprehensive and no more restrictive than the coverage provided by the standard Insurance Services Office (IS0) form CG 00 01 (07/98); (ii) shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations coverages; (iii) shall include Products Liability coverage for any products manufactured, assembled, or otherwise worked upon away from the Project Site; and (iv) shall include coverage for "x" (explosion), "c" (collapse), and "u" (underground) exposures. Such insurance shall have the following minimum limits:
  - a. For the Contractor:
    - 1) \$5,000,000 Each Occurrence;
    - 2) \$5,000,000 General Aggregate; and
    - 3) \$5.000.000 Products/Completed Operations Aggregate
  - b. For all Subcontractors:
    - 1) \$1,000,000 Each Occurrence;
    - 2) \$2,000,000 General Aggregate; and
    - 3) \$1,000,000 Products/Completed Operations Aggregate
  - .7 Umbrella Excess Liability:
    - a. All Prime Contractors: \$1,000,000 over Primary Insurance.
- **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.

- **11.1.3.1** The cancellation notice on the Certificate of Insurance, ACORD Form 25S, shall be revised to read 'Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left.' In addition to ACORD Form 25S, AIA Document G715 shall also be completed, in full, and submitted.
- **11.1.3.2** The Contractor shall provide insurance coverage for portions of the work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit.
- **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 purchase insurance from a company having an A. M. Best & Co. rating of 'A' or better.
- **11.1.6** The Contractor shall make the Reading Regional Airport an Additional Insured. He shall provide an endorsement from his insurance carrier (in addition to Certificate required above) to the Owner within two weeks after execution of the Agreement stating that this subparagraph has been complied with. The endorsement shall obligate the insurance carrier to give the School District thirty (30) days' notice of cancellations of the insurance coverage(s).

## 11.2 OWNER'S LIABILITY INSURANCE

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

#### 11.3 PROPERTY INSURANCE

11.3.1 The Owner shall provide Builder's Risk Insurance at its option.

#### 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 shall be obtained from a company lawfully authorized to do business in the Commonwealth of Pennsylvania and have Best's ratings of 'A' or better; and the cost of the bonds 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 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 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."

# 1.52 Delete Subparagraph 12.2.2.3 in its entirety.

# 1.53 Add to Article 13 of General Conditions the following paragraphs 13.7 through 13.12:

#### 13.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA

- **13.7.1** According to 62 Pa. C.S.A. § 3701, the Contractor agrees that: at its own expense, shall conform to the nondiscrimination policies and plans required by the Contact Documents, the laws of the Commonwealth of Pennsylvania and all other laws applicable to the Project.
- **13.7.2** In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- **13.7.3** No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- **13.7.4** The contract may be canceled or terminated by the owner or government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.
- **13.7.5** Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.
- 13.7.6 In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Architect and Owner in writing of the proposed modification. The Architect and Owner shall have a reasonable period of time to review the request before responding in writing to Contractor. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising there-from. Contractor shall implement no modification until he receives written consent from the Architect.
- 13.7.7 If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon notice from the Architect or Owner, Contractor shall commence to cure such noncompliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work

## 13.8 HUMAN RELATIONS ACT

**13.8.1** The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this Agreement, by reference. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

#### 13.10 STANDARD OF QUALITY

**13.10.1** The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. Except for a limited selection of products which are specifically identified in the contract documents. it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used and are followed by the words "no alternatives or substitutions shall be accepted," only the specific product identified can be provided. This limitation is restricted to a limited selection of products for this project. When proprietary names

are used as a standard of quality, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications." A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

#### 13.11 USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES

- **13.11.1** In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.
- **13.11.1.1** In accordance with Act 161 of 1982, cast iron products are also included and shall be produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarification and penalties.

#### 13.12 COMPETENT WORKMEN

**13.12.1** No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established as current rates of wages paid for such hours by employers of organized labor in doing similar work in the district where work is being done."

## 1.54 In Subparagraph 14.1.1, delete Clause 14.1.1.3.

# 1.55 Change Subparagraph 14.2.1 as follows:

- In subparagraph 14.2.1.1 delete "repeatedly".
- In subparagraph 14.2.1.3 delete "repeatedly".
- In subparagraph 14.2.1.4 delete "substantial".

#### 1.56 Change Subparagraph 14.4.3 as follows:

Delete the remainder of the sentence following the word "executed."

#### 1.57 Delete Subparagraph 15.1.2 in its entirety.

# 1.58 Add the following to Subparagraph 15.1.6.1:

After the last sentence, add "Extension of time shall be the sole recourse for delays and shall not act as an entitlement for damages due and owing the Contractor for said delays."

- 1.59 Delete Subparagraphs 15.2.6 and 15.2.6.1 in their entirety.
- 1.60 Delete Paragraph 15.3 and Subparagraphs 15.3.1 through 15.3.4 in their entirety.

# 1.61 Delete Article 15.4 and Subparagraphs 15.4.1 thru 15.4.4.3 in their entirety, and replace with the following:

#### **"15.4 ARBITRATION**

**15.4.1** Any controversy, dispute or Claim arising hereunder that is not resolved to the satisfaction of all parties by the Architect as described in subparagraph 15.2 shall be resolved by binding arbitration only if arbitration is selected by the Owner, pursuant to the rules of the American Arbitration

Association. In the absence of such selection by the Owner, any controversy, dispute or Claim arising out of or related to the Contract Documents, or the breach thereof, shall be settled by non-jury trial in the Court of Common Pleas in the county where the Project is located or any and all other judicial and administrative remedies as otherwise provided by laws of the Commonwealth of Pennsylvania."

# 1.62 Add to General Conditions the following Article 16:

#### "ARTICLE 16 MECHANICS' LIENS

**16.1** Contractor shall promptly pay for all materials furnished, labor supplied or performed by others, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment, and services entered into and become component parts of the work or improvement contemplated. This provision is intended to assure payment of every person, co-partnership, association or corporation who, as subcontractor or otherwise has furnished material, supplied or performed labor, rented equipment or supplied services in connection with the prosecution of the work as aforesaid, and shall preclude the filing by any such person, co-partnership, association or corporation, of any mechanic's lien claim against Owner for such material, labor, or rental of equipment.

16.2 The Contractor, for any and all subcontractors and parties acting through, or under them or any of the, covenants and agrees by and with the Owner that no mechanic's liens or claims shall be filed or maintained by the said Contractor or any subcontractors or other party acting through or under it, them or any of them against the aforesaid building and/or the lot of ground or curtilage appurtenant thereto, or against the interests of the Owner on account of any work done or materials furnished by them or any of them whether prior to the execution of this Contract, under the aforesaid contract or under any supplemental contract thereto for extra or additional work or otherwise for, toward, in or about the work on the lot of ground hereinabove described, or any work or material therefor, and the said Contractor for itself and its subcontractors and all persons acting for or under it, them or any of them hereby expressly waives and relinquishes the right to have, file, or maintain any mechanic's claim or liens against the said building and/or the lot of ground hereinabove described or curtilage appurtenant thereto; to the interest of the Owner, it being the intent of the parties hereto that Contractor shall only possess those rights and remedies against Owner which are created by the terms and provisions of this Agreement and are based upon the contractual relationship between Owner and Contractor as defined and limited by this Agreement and any changes or modifications thereto.

**16.3** Contractor further agrees that if, notwithstanding the foregoing, any suit, lien or claim occasioned by the Contractor's performance of this Contract, whether directly or indirectly, is filed by the Contractor, its Subcontractor, sub-subcontractors, materialmen, or suppliers in any court having jurisdiction of the premises and the same matures into a lien against the property, Contractor shall immediately cause such lien to be discharged as to such property by posting bond or by such other means as may be provided under the applicable statutes and rules of court or shall otherwise indemnify, defend and save Owner harmless on account of any such claims, liens, or suits."

END OF SECTION 007300

#### **SECTION 011000 - SUMMARY**

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

#### A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Contractor's use of site and premises.
- 4. Work restrictions.
- 5. Specification and Drawing conventions.
- 6. Miscellaneous provisions.

# B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Section 017300 "Execution" for coordination of Owner-installed products.

# 1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

# 1.4 PROJECT INFORMATION

A. Project Identification: Reading Regional Airport
Multiple Building Renovations

1. Project Location: Reading Regional Airport

2501 Bernville Road

Reading, Bern Township, Berks County, PA 19551

B. Owner: Reading Regional Airport 2501 Bernville Road

Reading, PA 19605

1. Owner's Representative: Zackary Tempesco, Airport Director

Email: ztempesco@readingairport.org

Phone: (610) 372-4666

C. Architect: MG Architects, Ltd.

955 Berkshire Blvd. Suite 101 Wyomissing, PA 19610

1. Architect's Representative: James A. Sarro, AIA, LEED AP BD+C

Email: JimS@MG-Architects.com

Phone: (610) 376-4927

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. M,E,P Engineers: Systems Design Engineering, Inc.

1032 James Drive Leesport, PA 19533

a. Engineer Representative: Stephen Gribb, PE

Email: s.gribb@sdei.net Phone: (610) 916-8500

- E. Project Coordinator for Multiple Contracts:
  - 1. General Contractor shall serve as Project Coordinator. See Section 011200 "Multiple Contract Summary" for responsibilities of Project Coordinator.

# 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
  - 1. The work scheduled at the Reading Regional Airport includes renovations and repairs to Hanger 521, including the Fixed Base Operator (FBO) space, roof replacement and repairs at Hanger 520, and unit heater replacement at Hanger 407, as well as other Work indicated in the Contract Documents.
- B. Type of Contract.
  - Project will be constructed under coordinated, concurrent multiple contracts. See Section 011200 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinator

#### 1.6 WORK PERFORMED BY OWNER

- A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.
  - 1. Owner's personnel will clear interior work areas of moveable furniture, furnishings, and equipment intended to be reused following construction activities.
  - 2. Owner will provide and install wall mounted monitors, including wall brackets, as shown on the drawings.
    - a. General Contractor to coordinate final locations with the Owner and provide blocking in partitions for installing monitors.
  - 3. Owner's sub-contractor will provide and install new carpet tile as shown on the drawings.
    - a. General Contractor to coordinate with Owner's sub-contractor the quantities of tile required to perform the work.
    - b. General Contractor to clean and prep existing concrete substrate.

# 1.7 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
  - 1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
  - 2. Provide for delivery of Owner-furnished products to Project site.
  - 3. Upon delivery, inspect, with Contractor present, delivered items.
    - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
  - 4. Obtain manufacturer's inspections, service, and warranties.
  - 5. Inform Contractor of earliest available delivery date for Owner-furnished products.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:
  - 1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
  - 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
  - 3. Receive, unload, handle, store, protect, and install Owner-furnished products.
  - 4. Make building services connections for Owner-furnished products.
  - 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
  - 6. Repair or replace Owner-furnished products damaged following receipt.

- C. Owner-Furnished/Contractor-Installed (OFCI) Products:
  - 1. Toilet Room Accessories, including:
    - a. Toilet Paper Holder
    - b. Paper Towel Dispenser
  - 2. Epoxy Paint for Hanger No. 1
    - a. General Contractor to provide to the owner quantities of paint required to complete the work as shown on the drawings.

#### 1.8 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits on Use of Site: Confine construction operations to areas indicated on the site plan for contractor use.
  - 2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.9 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  - Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
  - 3. See Section 015000 "Temporary Facilities and Controls" for constructing barriers to separate construction areas from occupied areas of the building.

#### 1.10 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
  - 1. Weekend Hours: Weekend hours may be scheduled with prior approval by the School
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions:
  - 1. Notify Architect and Owner not less than five days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. <u>Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Airport property is NOT permitted.</u>
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

# 1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

#### **SECTION 011200 - MULTIPLE CONTRACT SUMMARY**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.

# C. Related Requirements:

- 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
- 2. Section 012200 "Unit Prices" for qualifying descriptions and quantities of additional work identified as part of each prime contract for construction.
- 3. Section 013100 "Project Management and Coordination" for general coordination requirements.

# 1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

#### 1.4 PROJECT COORDINATOR

- A. Project coordinator shall be responsible for coordination between the General Construction Contract, Plumbing Construction Contract, HVAC Construction Contract, and Electrical Construction Contract.
  - Coordination activities of the <u>Project Coordinator shall be included in the scope of</u> <u>work of the General Construction Contract</u>. General Construction Contractor shall provide a qualified and experienced Project Coordinator.

#### 1.5 PROJECT COORDINATOR RESPONSIBILITIES

- A. Project coordinator shall perform Project coordination activities for the multiple contracts, including, but not limited to, the following:
  - 1. Provide typical overall coordination of the Work.
  - 2. Coordinate shared access to workspaces.
  - 3. Coordinate product selections for compatibility.
  - 4. Provide overall coordination of temporary facilities and controls.
  - 5. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
  - 6. Coordinate construction and operations of the Work with work performed by each Contract.
  - 7. Coordinate sequencing and scheduling of the Work. Include the following:
    - a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
    - b. Prepare combined Contractors' Construction Schedule for entire Project. Base schedule on preliminary construction schedule. Secure time commitments for performing critical construction activities from contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of contracts.
      - 1) Submit schedules for approval.
      - 2) Distribute copies of approved schedules to contractors.
  - 8. Provide photographic documentation.
  - 9. Provide quality-assurance and quality-control services specified in Section 014000 "Quality Requirements."
  - 10. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
  - 11. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
  - 12. Coordinate cutting and patching.
  - 13. Coordinate protection of the Work.
  - 14. Coordinate firestopping.
  - 15. Coordinate completion of interrelated punch list items.
  - Coordinate preparation of Project Record Documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
- B. The **General Construction Contractor** shall be designated as the "Project Coordinator" with respect to job site safety. Responsibilities and authority of Project Coordinator for Project Site Safety include, but are not limited to, the following:
  - 1. The Project Coordinator will be responsible to inspect and maintain safe working conditions on the job site.
  - 2. Where the work of one (1) Contractor places another Contractor's workers in jeopardy, the "Project Coordinator" shall direct and coordinate the effort of the Contractors to ensure that job site safety is maintained.
  - 3. The Project Coordinator will maintain a "competent person" on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during inspection by OSHA employees.

- 4. The Project Coordinator may direct another Contractor to make corrections in the event of a safety violation. Failure of another Contractor to take prompt action (within 24 hours following written notice) to correct a safety violation shall empower the Project Coordinator to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Architect will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of the expense from the offending Contractor through deduct Change Order.
- 5. In addition to the responsibilities listed here the Project Coordinator's responsibilities and corresponding authority shall be as defined in the General Conditions of the Contract for Construction.
- 6. The individual Prime Contractors will maintain primary responsibility for the safety of their workers. The "Project Coordinator" will serve to identify areas of concern and will endeavor to accomplish required corrections through cooperation of other Prime Contractors.
- 7. Project Coordinator shall provide regular and periodic safety inspections and prepare reports. Inspections and reports shall be performed at least once each month.
- 8. Each Prime Contractor shall provide a safety representative who is trained in first aid and CPR.

# 1.6 GENERAL DESCRIPTION OF CONTRACTS

- A. The Work of this Project shall be performed under Five Prime Contracts, as defined in this Section.
- B. The following is a list of the Prime Contracts to be bid for this project:
  - 1. Contract 1: General Construction
  - 2. Contract 2: Plumbing Construction
  - 3. Contract 3: HVAC Construction
  - 4. Contract 4: Electrical Construction
- C. The General Conditions and Division 01 General Requirements shall apply to all Prime Contracts and Subcontracts for this Project. Each Prime Contract Package Description is to include all Work in accordance with the Contract Documents, except Work covered by other Prime Contract Package Descriptions. Collectively, these Prime Construction Contracts include all materials, labor, supervision, transportation, tools, equipment and services for the Project as shown or implied on the drawings and specified herein, or as may be required or necessary for a complete and satisfactory job.
- D. If there is a conflict on a specific item with regards to assignment of work to a specific contractor between the Contract Documents and the Prime Contract Package Description as stated herein, the Prime Contract Package Description will govern; however, if an item is covered in the Contract Documents, but not reiterated in the Prime Contract Package Description, the Bidder will be responsible for that item of work.
  - 1. If an item is covered in two or more contract package descriptions, each Contractor shall include the item at the time of bid. After Contract award, a credit will be solicited for work in question.
- E. Each Contractor shall supervise his Work, using his best skills and attention. He shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of their Work, with all Work to be performed under

- separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by owner.
- F. All items of work listed under the Prime Contract Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.
- G. All Prime Contractors shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.
- H. All Prime Contractors shall maintain, contribute to and coordinate the schedule as outlined in Specification Section 013200.
- I. There is no known asbestos within the areas of work scheduled at the project building.
  - 1. If a contractor should encounter materials suspected to contain asbestos that contractor should immediately bring this discovery to the attention of the Architect.
- J. Contract Documents include all Drawings, Specifications, Contract Descriptions, etc. for the work of the High School Renovations and Additions at the Conrad Weiser Area School District. Each Prime Contractor shall review all Documents in their entirety.
- K. Each Prime Contractor shall submit for, pay for, secure, and include in their Base Bid price the respective Building Permit fee required for their work on the Project. All other miscellaneous fees, permits and inspections are the responsibility of the appropriate Prime Contractors. The cost of permits and fees shall be included in the cost of each prime contract and shall be identified in the contractor's schedule of values.
- L. The installing Prime Contractors will provide testing and inspection services of all work as indicated in the technical specifications and in Section 014000 unless specifically designated to Owner or others.
- M. Each Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition except areas designated on the site utilization plan, which shall be the responsibility of the General Construction Contractor. Confirmation of completion of this requirement shall be necessary prior to release of final payment.

# 1.7 REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.
  - 1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
  - 2. Trenches and other excavation for the work of each contract shall be the work of each contract for its own work.
  - 3. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.
  - 4. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of each contract for its own work.

- Equipment pads for the work of each contract shall be the work of each contract for its own work.
- 6. Roof-mounted equipment curbs for the work of each contract shall be supplied by contractor providing the equipment and shall be installed by roofing contractor as part of the General Construction contract, unless specifically noted otherwise.
- 7. Painting for the work of each contract shall be the work of each contract for its own work unless designated to painting under the General Construction contract.
- 8. Cutting and Patching: Provided under each contract for its own work.
- 9. Through-penetration firestopping for the work of each contract shall be provided by each contract for its own work.
- 10. Contractors' Startup Construction Schedule: Within five working days after startup horizontal bar-chart-type construction schedule submittal has been received from Project coordinator, submit a matching startup horizontal bar-chart schedule showing construction operations sequenced and coordinated with overall construction.
- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the work.
  - 1. Project Coordinator shall coordinate substitutions.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following:
  - 1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
  - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
  - 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
  - 4. Its own storage and fabrication sheds.
  - 5. Temporary enclosures for its own construction activities.
  - 6. Staging and scaffolding for its own construction activities.
  - 7. General hoisting facilities for its own construction activities, up to 2 tons (2000 kg).
  - 8. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
    - a. Coordination and cooperation among contractors is necessary to reduce the space required and quantity of dumpsters or other collection devices used for this project.
    - b. See Section 017419 "Construction Waste Management and Disposal" for requirements.
  - 9. Progress cleaning of work areas affected by its operations on a daily basis.
  - 10. Secure lockup of its own tools, materials, and equipment.
  - Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- D. Temporary Heating, Cooling, and Ventilation: The HVAC Contract is responsible for temporary heating, cooling, and ventilation where required for the work of this project.
  - 1. See specific provisions in Section 015000 "Temporary Facilities and Controls."

# 1.8 CONTRACT NO. 1 - GENERAL CONSTRUCTION CONTRACT

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the

Drawings and as described in the narrative Contract Description. The work is not restricted by division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. Any reference on the contract documents to 'G.C.,' "GC,' 'General Contractor,' 'General Construction Contract,' 'General Trades Contractor' shall be the responsibility of the General Construction Contractor.

# B. Specification Sections:

- 1. INTRODUCTORY INFORMATION:
  - a. All Sections
- 2. BIDDING REQUIREMENTS
  - a. All Sections
- 3. CONTRACTING REQUIREMENTS
  - a. All Sections
- 4. DIVISION 1 GENERAL REQUIREMENTS
  - a. All Sections
- DIVISION 02 EXISTING CONDITIONS
  - a. Demolition Sections
- 6. DIVISION 03 CONCRETE
  - All Sections
- 7. DIVISION 04 MASONRY
  - a. All Sections
- 8. DIVISION 05 METALS
  - a. All Sections
- 9. DIVISION 06 WOOD, PLASTICS AND COMPOSITES
  - All Sections
- 10. DIVISION 07 THERMAL AND MOISTURE PROTECTION
  - a. All Sections
  - b. Note: Section 077200 also applicable to Contracts #2 and #3.
- 11. DIVISION 08 OPENINGS
  - a. All Sections
- 12. DIVISION 09 FINISHES
  - a. All Sections
- 13. DIVISION 10 SPECIALTIES
  - a. All Sections
- 14. DIVISION 11 EQUIPMENT
  - a. All Sections
- 15. DIVISION 12 FURNISHINGS
  - a. All Sections
- 16. DIVISION 22 PLUMBING
  - a. As Applicable
- 17. DIVISION 23 HVAC
  - a. As Applicable
- 18. DIVISION 26 ELECTRICAL
  - a. As Applicable
- 19. DIVISION 27 COMMUNICATIONS
  - a. As Applicable
- 20. DIVISION 28 ELECTRONIC SAFETY AND SECURITY
  - a. As Applicable
- 21. DIVISION 31 EARTHWORK
  - a. All Sections
- 22. DIVISION 32 EXTERIOR IMPROVEMENTS
  - a. All Sections

- C. Narrative Description of Contract No. 1 General Construction Contract. The work of this Contract includes, but shall not be limited to the following items:
  - 1. Provide all fees, Federal, State and Local taxes, inspections, as required to perform the work of this contract.
  - 2. Provide services identified for the Project Coordinator.
  - 3. Provide for sweeping and cleaning of parking lots and roadways during the work of this Prime Contract. Provide for removal off site of all waste or excess materials generated by this work.
  - 4. Provide all quality control testing as required by the Contract documents for the work of this Contract, exclude testing specifically indicated to be provided by the Owner or assigned as work under another Prime Contractor.
  - 5. Provide temporary access drive, parking, and staging areas. Provide and maintain areas for field offices, laydown areas and temporary construction or access roads as shown or indicated by the Site Utilization Plan. Restore to original condition at completion of the project. The reference to Site Utilization Plan refers to plan to be developed by General Construction Contractor in conjunction with site Plan. Temporary security fencing shall be provided by the General Construction Contractor to enclose areas required for securing construction trailers and storage areas needed by all contracts. Access gates for vehicles and personnel shall be provided for drive-through vehicle access. Fenced enclosure(s) shall not be limited to area indicated on Site Plan. The responsibilities of the General Construction Contractor shall include the requirements described in Section 015000 Temporary Facilities and Controls, 3.4 "Security and Protection Facilities Installation.
  - 6. Provide all temporary signage and traffic control measures required by the work of this Contract.
  - 7. Provide restoration of disturbed lawn areas at the completion of the work. Provide temporary protection of trees and shrubs.
  - 8. Provide temporary partitions as required to protect areas from construction activities. Temporary partitions shall be constructed as indicated in specification section 015000. Remove all temporary partitions when work is completed.
  - 9. Maintain, clean, and stock supplies for facilities designated for Contractor's use including any use of existing toilet facilities allowed by the owner as per specification section 015000.
  - 10. Provide and maintain access to building construction area and staging area at all times.
  - 11. Perform all final cleaning except work specified to be by another trade.
  - 12. The General Construction Contractor shall perform selective interior and exterior demolition with the exception of work assigned to the Plumbing, HVAC, Electrical and Roofing Contractors. HVAC, Plumbing, and Electrical demolition will be provided by their respective trades and contracts unless designated otherwise.
  - 13. Provide all site construction activities scheduled for the project except those specifically assigned to other contracts. Work include excavation, back-fill, compaction, grading, finish grading, asphalt paving, concrete paving, seeding, and other site work and improvements scheduled.
  - 14. This Contractor shall patch and or repair existing interior walls as shown or scheduled for the work of this project.
  - 15. Provide and install all re-roofing and roof coating work scheduled.
  - 16. Roofing responsibilities include installing curbs and supports provided under other prime contracts for rooftop equipment scheduled.
  - 17. Provide all light-gage metal framing, including backing plates and furring channels for interior construction.
  - 18. Provide all expansion joints and covers not specifically noted to be provided by other prime contracts.

- Provide rough carpentry including but not limited, interior wood blocking shown or required.
- 20. Provide all finish carpentry scheduled for this project.
- 21. Provide all scheduled Interior construction, including partitions, doors, interior glazed openings, and fittings.
- 22. Interior finishes and finish carpentry.
- 23. Miscellaneous items, including painting of mechanical and electrical work.
- 24. Provide all hollow metal frames, doors and borrowed lite frames scheduled for the project.
- 25. Provide and install all finish hardware specified for openings and for modifying existing installations as scheduled for the work of this project.
- 26. Provide materials, installation, and finishing for all interior metal studs, gypsum wallboard, and ceramic tile systems scheduled.
- 27. Provide painting, staining, clear finish, etc. of walls, ceilings, doors, wood surfaces, etc. as scheduled for the work of this project.
- 28. Provide surface preparation, primer touch-up and paint finish for all hollow metal frames, doors, steel lintels or other metal surfaces indicated to receive new finish.
- 29. Provide all incidental caulking required for this contract including caulking of interior cracks in the existing building and openings where scheduled for the work of this project.
- 30. Patch, clean and paint all new construction and existing walls as shown or specified.
- 31. Paint structural and miscellaneous metals exposed to public view as scheduled to be finished.
- 32. Provide and install all finish flooring scheduled for the work of this project, including resilient tile flooring, ceramic tile floor systems, carpeting.
- 33. Patch, prep, and install skim coat of underlayment at all areas scheduled for new floor finish.
- 34. Provide acoustical ceiling systems including hanging wire, wall angle, main runner grid, T-grid, ceiling tiles, edge banding, etc. as scheduled for the work of this project.
- 35. Provide extra stock of each type of ceiling tiles, flooring, paint, and other materials as specified and deliver to the owner clearly marked and original packaging.
- 36. Provide and install all accessories, furnishings, and miscellaneous items identified to be provided under this contract, including casework, acoustical panels, display boards and cases, toilet accessories, and interior and exterior signage.
- 37. Provide all expansion joint covers and sealants in ceiling-to-ceiling and ceiling to wall applications as required in areas to receive new acoustical ceilings.
- 38. Remaining work not specifically assigned or identified as work under other contracts.
- D. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
  - 1. Temporary facilities and controls that are not otherwise specifically assigned to the Plumbing Contract, HVAC Contract, or Electrical Contract.
  - 2. Sediment and erosion control.
  - 3. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
  - 4. Project Meeting Trailer and furnishings.
  - 5. Temporary enclosure for building exterior.
  - 6. Project identification and temporary signs.
  - 7. General waste disposal facilities.
  - 8. Temporary fire-protection facilities.
  - 9. Barricades, warning signs, and lights.
  - 10. Site enclosure fence.
  - 11. Security enclosure and lockup.
  - 12. Environmental protection.
  - 13. Restoration of Owner's existing facilities used as temporary facilities.

# 1.9 CONTRACT NO. 2 - PLUMBING CONTRACT

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. Any reference on the contract documents to 'P.C.,' "PC,' 'Plumbing Contractor,' 'Plumbing Construction Contract,' shall be the responsibility of the Plumbing Contract.
- B. Specification Sections:
  - INTRODUCTORY INFORMATION
    - a. All Sections
  - 2. BIDDING REQUIREMENTS
    - a. All Sections
  - 3. CONTRACTING REQUIREMENTS
    - a. All Sections
  - 4. DIVISION 01 GENERAL REQUIREMENTS
    - a. All Sections
  - 5. DIVISION 02 EXISTING CONDITIONS
    - a. Section 024119 Selective Demolition (as applicable)
  - 6. DIVISION 03 CONCRETE
    - a. As Applicable
  - DIVISION 04 MASONRY
    - a. As Applicable
  - 8. DIVISION 05 METALS
    - a. As Applicable
  - 9. DIVISION 06 WOOD, PLASTICS AND COMPOSITES
    - a. As Applicable
  - 10. DIVISION 07 THERMAL AND MOISTURE PROTECTION
    - a. Section 077100 Roof Specialties" as applicable
    - b. Other sections as Applicable.
  - 11. DIVISION 08 OPENINGS
    - a. As Applicable
  - 12. DIVISION 09 FINISHES
    - a. As Applicable
  - 13. DIVISION 10 SPECIALTIES
    - As Applicable
  - 14. DIVISION 11 EQUIPMENT
    - . As Applicable
  - 15. DIVISION 12 FURNISHINGS
    - a. As Applicable
  - 16. DIVISION 22 PLUMBING
    - All Sections
  - 17. DIVISION 23 HVAC
    - a. As Applicable
  - 18. DIVISION 26 ELECTRICAL
    - a. As Applicable
  - 19. DIVISION 27 COMMUNICATIONS
    - a. As Applicable
  - 20. DIVISION 28 ELECTRONIC SAFETY AND SECURITY
    - a. As Applicable
  - 21. DIVISION 31 EARTHWORK

- a. As Applicable
- 22. DIVISION 32 EXTERIOR IMPROVEMENTS
  - a. As Applicable
- C. Narrative Description of Bid Package **Contract No. 2 Plumbing Construction**: The work of this Contract includes, but shall not be limited to the following items:
  - 1. General Requirements:
    - a. Provide all plumbing work including sanitary waste and vent piping, domestic water piping and equipment, gas piping, pipe insulation, floor drains, plumbing fixtures, and piping, trim, accessories, supports unless shown or specified by others, anchorage, etc., as shown and/or specified.
    - b. Provide complete gas piping system as indicated on documents.
    - c. Provide color-coding and identification of valves and lines as indicated.
    - d. Provide cleaning, disinfecting and testing of lines and equipment, and final inspection.
    - e. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of fixtures and equipment.
    - f. Provide insulation required for the scope of this Contract.
    - g. Provide removal and capping of existing services as shown or required by the work of this Contract.
    - h. Plumbing Contractor shall disconnect and remove of all plumbing items and piping as noted on Plumbing Drawings. Disconnect and cap all utilities to plumbing item.
    - Coordinate/layout openings required in new construction with the General Contractor. All prime contractors shall provide interior masonry patching as required for their work.
    - j. Provide cutting and patching of all floors, walls, ceilings, etc. as required as a result of demolition or for installation of new work by this Contract in the existing facilities.
    - k. Provide all excavation, bedding and backfill, etc. as necessary to install the work of this Contract. Final finish surface restoration shall be provided by the General Trades Contractor.
    - I. Verify existing services prior to start of work in existing facility and notify the Architect of any discrepancies.
    - m. Provide fire-safing and fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.
    - n. Furnish and install any access panels, which are required for access to the work by this Contract. Coordinate opening requirements with the General Trades Contractor. Provide floor access boxes as specified.

- o. Provide final plumbing connection of Owner-Furnished Equipment, as shown and/or specified.
- p. Provide final cleaning of all new equipment and fixtures.
- D. Temporary facilities and controls in the Plumbing Contract include, but are not limited to, the following:
  - 1. Piped water service.
  - 2. Plumbing connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, HVAC Contract, and Electrical Contract.

# 1.10 CONTRACT NO. 3 - HVAC CONSTRUCTION CONTRACT

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "Mechanical Contractor" or "Heating Contractor" shall mean the same as the "HVAC Contractor".
- B. Specification Sections:
  - INTRODUCTORY INFORMATION
    - a. All Sections
  - 2. BIDDING REQUIREMENTS
    - a. All Sections
  - 3. CONTRACTING REQUIREMENTS
    - a. All Sections
  - 4. DIVISION 01 GENERAL REQUIREMENTS
    - a. All Sections
  - 5. DIVISION 02 EXISTING CONDITIONS
    - a. Section 024119 Selective Demolition (as applicable)
  - 6. DIVISION 03 CONCRETE
    - a. As Applicable
  - 7. DIVISION 05 METALS
    - a. As Applicable
  - 8. DIVISION 06 WOOD, PLASTICS AND COMPOSITES
    - a. As Applicable
  - 9. DIVISION 07 THERMAL AND MOISTURE PROTECTION
    - a. Section 077100 "Roof Specialties" as Applicable
    - b. Other sections as Applicable
  - 10. DIVISION 08 OPENINGS
    - a. As Applicable
  - 11. DIVISION 09 FINISHES
    - a. As Applicable
  - 12. DIVISION 10 SPECIALTIES
    - a. As Applicable
  - 13. DIVISION 11 EQUIPMENT
    - a. As Applicable

- 14. DIVISION 12 FURNISHINGS
  - a. As Applicable
- 15. DIVISION 22 PLUMBING
  - a. As Applicable
- 16. DIVISION 23 HVAC
  - a. All Sections
- 17. DIVISION 26 ELECTRICAL
  - a. As Applicable
- 18. DIVISION 27 COMMUNICATIONS
  - a. As Applicable
- 19. DIVISION 28 ELECTRONIC SAFETY AND SECURITY
  - a. As Applicable
- 20. DIVISION 31 EARTHWORK
  - a. As Applicable
- C. Narrative Description of **Contract No. 3 HVAC Construction**: The work of this Contract includes, but shall not be limited to the following items:
  - 1. General Requirements:
    - a. Provide all Heating, Ventilation, Air Conditioning (HVAC) work as shown or specified including but not limited to HVAC equipment, ductwork, duct insulation, boiler plant, flues, expansion tanks, unit ventilators, air conditioning units with condensing units, pipe, piping systems, pipe insulation, water treatment, roof top units, air distribution outlets and inlets; instrumentation; test and balance of systems; valving and coil connections, air handlers; fan coil units, blower coils, fire and smoke dampers; inspections; identification; roof ventilators; curbs; fans; unit and cabinet heaters; terminal equipment, pumps, hangers, blocking, support pipe anchors; supports unless designated specifically to be by the General Contractor or other prime contractor, wall sleeves and flashing, etc. as shown and/or specified. Including the following:
      - Mechanical connections to equipment furnished by the General Construction Contract Plumbing Contract HVAC Contract Electrical Contract.
    - Install ductwork in accordance with the latest recommendations of ASHRAE and SMACNA for low and medium pressure ductwork.
    - c. Provide testing and cleaning of distribution systems and equipment and final inspection.
    - d. Provide Operation and Maintenance instruction manuals and specified training to the Owner.
    - e. Provide protection of existing structure, finishes, landscaping, etc. from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.
    - f. Coordinate connections of equipment, dampers etc. as required with the Electrical Contractor.
    - g. Provide identification of equipment, and ductwork as required.

- h. Provide cutting and patching of all floors, walls, ceilings, etc. as a result of demolition or for installation of new work by this contract in the existing facilities.
- i. Provide for miscellaneous structural framing and decking as required as result of this Contract, but not clearly shown on Architectural Drawings.
- j. HVAC Contractor shall furnish curbs and integral rails to the roofing contractor for installation as required for all roof-mounted equipment scheduled to be installed, relocated, or removed and re-set.
- k. HVAC Contractor shall provide metal deck, misc. framing, rigid insulation and roofing membrane system required to infill openings in the existing roof deck resulting from mechanical equipment being removed and not scheduled to receive an insulated curb cap.
- I. Provide firesafing/firestopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.
- m. Provide all insulation required for the scope of this Contract.
- n. Furnish and install any access panels, which are required for, access to the work by this Contract.
- o. Coordinate/layout openings required in new construction with the General Contractor. HVAC Contractor shall clean and tooth all openings created by demolition performed under this contract not specifically called out in the Architectural Drawings. All prime contractors shall provide interior masonry patching as required for their work. The HVAC Contractor shall patch and or repair all exterior wall openings created by removal of existing and installation of new mechanical items.
- p. Provide final HVAC connections of Owner Furnished Equipment, as shown or specified. Provide relocation of existing equipment as shown or specified.
- q. Provide demolition of existing HVAC equipment and accessories, including removal of demolition debris off site. Provide demolition of this Contractor's trade items as indicated throughout drawings. HVAC Contractor shall provide complete demolition and removal of scheduled existing mechanical items. Disconnect and cap all utilities to HVAC items. The Electrical Contractor will disconnect electrical power to equipment which is to be demolished. Coordinate demolition with General Contractor, other Prime Contractors, and Architect. Each trade shall be responsible for demolition noted.
- D. Temporary facilities and controls in the HVAC Contract include, but are not limited to, the following:
  - a. Temporary heating, cooling, dehumidification where required for the work of this project.

# 1.11 CONTRACT NO. 4 - ELECTRICAL CONTRACT

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes.
- B. Specification Sections:
  - 1. INTRODUCTORY INFORMATION
    - a. All Sections
  - BIDDING REQUIREMENTS
    - a. All Sections
  - 3. CONTRACTING REQUIREMENTS
    - a. All Sections
  - 4. DIVISION 01 GENERAL REQUIREMENTS
    - a. All Sections
  - 5. DIVISION 02 EXISTING CONDITIONS
    - a. Section 024119 Selective Demolition (as applicable)
  - 6. DIVISION 03 CONCRETE
    - a. As Applicable
  - 7. DIVISION 05 METALS
    - a. As Applicable
  - 8. DIVISION 06 WOOD, PLASTICS AND COMPOSITES
    - a. As Applicable
  - 9. DIVISION 07 THERMAL AND MOISTURE PROTECTION
    - a. As Applicable
  - 10. DIVISION 08 OPENINGS
    - a. As Applicable
  - 11. DIVISION 09 FINISHES
    - a. As Applicable
  - 12. DIVISION 10 -SPECIALTIES
    - a. As Applicable
  - 13. DIVISION 11 EQUIPMENT
    - a. As Applicable
      DIVISION 12 FURNISHINGS
  - a. As Applicable
    - a. As Applicable
  - 15. DIVISION 22 PLUMBING
    - a. As Applicable
  - 16. DIVISION 23 HVAC

14.

- a. As Applicable
- 17. DIVISION 26 ELECTRICAL
  - a. All Sections
- 18. DIVISION 27 COMMUNICATIONS
  - a. All Sections
- 19. DIVISION 28 ELECTRONIC SAFETY AND SECURITY
  - All Sections
- 20. DIVISION 31 EARTHWORK
  - a. As Applicable
- 21. DIVISION 32 EXTERIOR IMPROVEMENTS
  - a. As Applicable

C. Narrative Description of Contract No. 4 - Electrical Construction: The work of this Contract includes, but shall not be limited to the following items:

# 1. General Requirements:

- a. Provide all electrical work including testing, conduit, wiring and cable, boxes, wiring devices, enclosures, equipment final connections, support devices, identification, disconnect switches, grounding, panel boards, lighting fixtures, lighting controls, final HVAC electrical and plumbing electrical connections, hangers, supports, blocking, wall sleeves, flashing, etc. as shown and/or specified, unless item is specifically designated by other prime contractor.
- b. Verify existing services prior to start of work in existing facilities and notify the Architect of any discrepancies.
- c. Provide equipment and wiring necessary for work on the following systems:
  - 1) Electrical distribution and devices.
  - 2) Interior lighting and controls.
  - 3) Communications systems including data wiring, and paging.
  - 4) Safety and security systems, including video surveillance.
- d. Provide identification of equipment as required.
- e. Provide firesafing at all locations that are required to maintain a fire rating at floor and wall penetrations made as a result of the work of this Contract.
- f. Furnish and install any access panels, which are required for access to the work of this Contract.
- g. Provide power wiring to all HVAC, electrical, plumbing equipment, etc. as required or shown.
  - Furnish and install all electrical requirements for equipment installed by other contractors as required. Motor starters for HVAC, and plumbing equipment shall be provided by the respective Contractor for their work. Disconnects for the equipment shall be provided by the Electrical Contractor unless otherwise noted.
- h. Provide testing and documentation of test results for electrical systems as per the Contract Documents.
- i. Provide selective demolition of existing electrical systems, fixtures and accessories, including removal of demolition debris off site. Electrical Contractor to completely disconnect electrical services and electrical systems from all equipment indicated to be removed by other contractors.
- j. Provide patching and repairs to existing walls and floors as required as a result of demolition or installation of new fixtures or equipment by this contract including finishes.

Coordinate/layout openings required in new construction with the General Contractor. All prime contractors shall provide interior masonry patching as required for their work.

- k. Disconnect and reconnect existing equipment scheduled to be removed and relocated or re-installed as per the Contract Documents.
- I. The Electrical Contractor shall include any premium time required to perform final connections as well as work that that cannot be scheduled during normal working hours.
- D. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
  - 1. Electric power service and distribution.
  - 2. Electric power service and distribution to temporary trailers.
  - Lighting.
  - 4. Electrical connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, HVAC Contract, and Electrical Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

#### **SECTION 012200 - UNIT PRICES**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

# B. Related Requirements:

- 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
- 2. Section 011200 "Multiple Contract Summary" for provisions included in the scope of the prime contracts that are based on unit pricing.
- 3. Section 012200 "Bid Inclusions" for provisions included in the scope of the prime contracts that are based on unit pricing.

#### 1.3 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

# PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

# 3.1 SCHEDULE OF UNIT PRICES - GENERAL CONSTRUCTION CONTRACT NO. 1:

- A. Unit Price No. GC- 01 Roof Deck Repair / Replacement:
  - 1. Description: Provide and install new metal roof deck and supporting misc. steel support angles for repairing and/or closing existing opening in the existing roof deck in accordance with project documents.
  - 2. Unit of Measurement: Per Square Foot (SF).
- B. Unit Price No. GC-02 Cutting and Patching of Concrete Slabs-on-Grade:
  - Description: Cutting of existing concrete slabs-on-grade up to 6 inches (152 mm) thick, removal and excavation as required and subsequent backfill, compaction, and patching of concrete according to Section 017300 "Execution." not otherwise indicated in the Contract Documents.
  - 2. Unit of Measurement: Square feet of concrete removed.

# 3.2 SCHEDULE OF UNIT PRICES - PLUMBING CONSTRUCTION CONTRACT NO. 2:

- A. Unit Price No. PC-01 Copper Piping:
  - 1. Description: Furnish and install 13'-0" above finished floor, 1-inch, type L, copper piping including hangers and insulation in accordance with requirements identified in the project documents.
  - 2. Unit of Measurement: 10 Linear Foot.
- B. Unit Price No. PC-02 Sanitary Piping:
  - 1. Description: Furnish and install below grade, 4-inch sanitary piping in accordance with requirements identified in the project documents.
  - 2. Unit of Measurement: 10 Linear Foot.

# 3.3 SCHEDULE OF UNIT PRICES - HVAC CONSTRUCTION CONTRACT NO. 3:

- A. Unit Price No. HC-01 Additional Galvanized Sheet Metal Ductwork w/ Acoustical Liner
  - Description: Furnish and install additional galvanized, sheet metal ductwork with insulation, to be installed in a size, shape and location where directed by the Architect. Installation shall include all duct, fittings, and supports for a finished installation 13'-0" above finished floor and in accordance with requirements identified in the project documents.

- 2. Unit of Measurement: Per 100-pound unit cost.
- B. Unit Price No. HC-02 Wall-Mounted DDC Temperature Sensor:
  - 1. Description: Furnish and install an additional wall mounted DDC temperature sensor in accordance with requirements identified in the project documents.
  - 2. Unit of Measurement: Per device.

#### 3.4 SCHEDULE OF UNIT PRICES - ELECTRICAL CONSTRUCTION CONTRACT NO. 4:

- A. Unit Price No. EC-01 Additional Duplex Receptacle & 20A Circuit:
  - 1. Description: Furnish and install additional duplex receptacle and 20A circuit, including 20A-1P circuit breaker, boxes, faceplates and 75' wire (12/2 with ground, Type MC Cable) in 3/4" conduit overall circuit distance in accordance with requirements identified in the project documents.
  - 2. Unit of Measurement: Per Additional Receptacle.
- B. Unit Price No. EC-02 Additional Data Jacks:
  - 1. Description: Furnish and install an additional duplex data jack including two (2) Cat 6 data cables including up to 125 feet of wire & accessories, termination and testing in accordance with requirements identified in the project documents.
  - Unit of Measurement: Per Data Jack.
- C. Unit Price No. EC-03 Ceiling Mounted Dual Technology Occupancy Sensor with Powerpack
  - 1. Description: Furnish and install an additional ceiling mounted dual technology occupancy sensor with cable to light fixture and accessories in accordance with requirements identified in the project documents.
  - 2. Unit of Measurement: Per device.
- D. Unit Price No. EC-04 Type B1 Downlight Fixture:
  - 1. Description: Furnish and install additional Type B1 downlight fixture with 15 feet of wire (12/2 with ground, Type MC cable) in 1" conduit overall circuit distance in accordance with requirements identified in the project documents.
  - 2. Unit of Measurement: Per Additional fixture.
- E. Unit Price No. EC-05 Wallbox Dimmer
  - 1. Description: Furnish and install an additional wallbox dimmer with cable to light fixture and accessories in accordance with requirements identified in the project documents.
  - 2. Unit of Measurement: Per device.

END OF SECTION 012200

#### **SECTION 012210 - BID INCLUSIONS**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 BID INCLUSIONS

A. Contractor shall include in their base bid amount, and as a separate line item on the schedule of values, each of the Bid Inclusions as indicated below. These Bid Inclusions are to be used as directed by, and signed for, by the Owner or Architect's representative. These hours are to be used for additional selective demolition, repairs, and/or final touch-up of elements designated by the Owner or Architect's representative. These items are not to be used by the Contractor for work identified or scheduled on the project documents or for normal touch-up of the Contractor's work. Hours not used at the end of the project will be credited to the owner.

#### B. GENERAL CONSTRUCTION CONTRACT NO.1:

- 1. Bid Inclusion #GC-01: 200 Hours General Skilled Labor.
- 2. Bid Inclusion #GC-02: 50 Painter Hours

#### C. PLUMBING CONSTRUCTION CONTRACT NO. 2

- 1. Bid Inclusion #PC-01: 100 Linear feet of 1-inch, Type L, copper piping.
- 2. Bid Inclusion #PC-02: 200 Hours Journeyman Plumber Time.
- D. HVAC CONSTRUCTION CONTRACT NO. 3
  - 1. Bid Inclusion #HC-01: 100 Hours Journeyman HVAC Time.

# E. ELECTRICAL CONSTRUCTION CONTRACT NO. 4

- 1. Bid Inclusion #EC-01: 10 Additional Duplex receptacles and 20A circuit.
- 2. Bid Inclusion #EC-02: 5 Additional Data Outlets.
- 3. Bid Inclusion #EC-03: 200 hours of Journeyman Electricians time.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012210

BID INCLUSIONS 012210 - 1

#### **SECTION 012300 - ALTERNATES**

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

# 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

# 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

ALTERNATES 012300 - 1

### 3.1 SCHEDULE OF ALTERNATES

# **GENERAL CONSTRUCTION CONTRACT ALTERNATE:**

- A. Alternate No. GC-01: Hanger No. 1.
  - 1. Base Bid: The base bid does not include work associated with the painting of the interior of Hanger No. 1 or the overhead door as indicated on drawings: Alternate: Hanger No. 1
  - 2. Alternate: Add the cost of the work associated with the painting of the interior of the hanger and for the work associated with the new overhead door as indicated on the drawings noted: Alternate: Hanger No. 1.
- B. Alternate No. GC-02: Hanger No. 520.
  - 1. Base Bid: The base bid does not include work associated with the roof replacement/roof coating of Hanger No. 520 as indicated on drawings: Alternate: Hanger No. 1
  - 2. Alternate: Add the cost of the work associated with the roof replacement/roof coating as indicated on the drawings noted: Alternate: Hanger No. 520.
- C. Alternate No. GC-03: Hanger No. 407 Underground Tank.
  - 1. Base Bid: The base bid does not include work associated with the abandonment of the underground tank as indicated on drawings: Alternate: Hanger No. 1
  - 2. Alternate: Add the cost of the work associated to remediate and completely fill the existing underground tank as indicated on the drawings noted: Alternate: Hanger No. 407-Underground Tank.

# **HVAC CONSTRUCTION CONTRACT ALTERNATE:**

- D. Alternate No. HC-01: Hanger No. 407 Unit Heaters.
  - 1. Base Bid: The base bid does not include work associated with the replacement of the existing unit heaters as indicated on drawings: Alternate: Hanger No. 407 Unit Heaters
  - 2. Alternate: Add the cost of the work associated with the replacement of the existing unit heaters as indicated on the drawings noted: Alternate: Hanger No. 407 Unit Heaters.

END OF SECTION 012300

ALTERNATES 012300 - 2

# **SECTION 012500 - SUBSTITUTION PROCEDURES**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

# 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section.

Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- I. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within **seven** days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within **15** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

# 1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.6 PROCEDURES

 Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

# 1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than **15** days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# **SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

# B. Related Requirements:

- 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
- 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

#### 1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on **AIA Document G710**.

# 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: **Architect** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by **Architect** are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish

- times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to **Architect**.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

# 1.5 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

# 1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, **Architect** will issue a Change Order for signatures of Owner and Contractor on **AIA Document G701**.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: **Architect** may issue a Construction Change Directive on **AIA Document G714** Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

# 1.8 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### **SECTION 012900 - PAYMENT PROCEDURES**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

# B. Related Requirements:

- 1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
- 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
- 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

# 1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

# 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
    - Provide separate line items for 'Materials' and 'Labor' for each activity listed in the schedule of values.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Owner's name.
    - c. Owner's Project number.
    - d. Name of Architect.
    - e. Architect's Project number.
    - f. Contractor's name and address.
    - g. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest onehundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of **five** percent of the Contract Sum.
    - a. Provide separate line items for 'Materials' and 'Labor' for each activity listed in the schedule of values.
  - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.

- 6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 7. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
- 8. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
- 9. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
- 10. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
- Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
- 12. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

# 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the last day of the month. The period covered by each Application for Payment is one month, ending on the **last day of the month**.
  - 1. Submit draft copy of Application for Payment **seven** days prior to due date for review by Architect.
- D. Application for Payment Forms: Use **AIA Document G702 and AIA Document G703** as form for Applications for Payment.
  - 1. Other Application for Payment forms proposed by the Contractor may be acceptable to **Architect** and Owner. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.

- Entries shall match data on the schedule of values and Contractor's construction schedule.
   Use updated schedules if revisions were made.
- 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
- 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored onsite and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit **three** signed and notarized original copies of each Application for Payment to **Architect** by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.

- 2. Schedule of values.
- 3. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
- 4. Products list (preliminary if not final).
- 5. Schedule of unit prices.
- 6. Submittal schedule (preliminary if not final).
- 7. List of Contractor's staff assignments.
- 8. Copies of building permits.
- 9. Certificates of insurance and insurance policies.
- 10. Performance and payment bonds.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
    - Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Certification of completion of final punch list items.
  - 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 4. Updated final statement, accounting for final changes to the Contract Sum.
  - AlA Document G706.
  - 6. AIA Document G706A.
  - 7. AIA Document G707.
  - 8. Evidence that claims have been settled.
  - 9. Final liquidated damages settlement statement.
  - 10. Proof that taxes, fees, and similar obligations are paid.
  - 11. Consent of Surety for final payment.
  - 12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# **SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
  - 4. "General Commissioning Requirements" for coordinating the Work with Commissioning Agent.

# 1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, and in prominent location inbuilt facility. Keep list current at all times.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.

#### 1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

- 12. Contractor's signature.
- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
  - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.

# 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - I. Distribution of the Contract Documents.
    - m. Submittal procedures.
    - n. Preparation of Record Documents.
    - o. Use of the premises and existing building.
    - p. Work restrictions.
    - q. Working hours.
    - r. Owner's occupancy requirements.
    - s. Responsibility for temporary facilities and controls.
    - t. Procedures for moisture and mold control.
    - u. Procedures for disruptions and shutdowns.
    - v. Construction waste management and recycling.
    - w. Parking availability.
    - x. Office, work, and storage areas.
    - y. Equipment deliveries and priorities.
    - z. First aid.
    - aa. Security.
    - bb. Progress cleaning.
  - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Prime Contractor shall conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
  - Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. Contract Documents.
  - b. Options.
  - c. Related RFIs.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility requirements.
  - k. Time schedules.
  - I. Weather limitations.
  - m. Manufacturer's written instructions.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Architect shall conduct progress meetings at biweekly intervals.
  - Attendees: In addition to representatives of Owner and Architect, each Prime Contractor, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
    - a. **Attendance by contractor is mandatory** at all scheduled Progress Meetings and shall, at a minimum, include the Project Manager and Project Superintendent assigned to the project.

- Additional progress meetings may be scheduled as needed, or as requested by the Owner, to address project and progress issues throughout the course of construction of the work.
- Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site use.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of Proposal Requests.
    - 15) Pending changes.
    - 16) Status of Change Orders.
    - 17) Pending claims and disputes.
    - 18) Documentation of information for payment requests.
- 3. Minutes: Architect will record and distribute the meeting minutes to each party present and to parties requiring information.
- 4. Schedule Updating: Project Coordinator shall revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# **SECTION 013120 – QUALIFIED CONTRACTORS**

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

A. General Contractor and subcontractor shall be a qualified, responsible contractor that has sufficient capabilities in all respects to successfully perform the Work for which they are engaged. General Contractors and subcontractors bidding or otherwise participating in the Work shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity, and business ethics.

#### 1.3 DEFINITIONS

- A. Bidder: A person that submits a bid in response to an invitation for bid.
- B. Contract: A type of written agreement, regardless of what it may be called, for the procurement or disposal of supplies, services or construction and executed by all parties.
- C. Contractor: A person or Firm that has entered into a contract with the Owner.
- D. Default: Failure of a Contractor to perform their contractual obligations within the terms of the Contract.
- E. Responsible Contractor: A contractor that has submitted a responsive bid and that possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure a good faith performance, including the necessary experience, equipment, technical skills, and gualifications and organizational, financial and personnel resources.
- F. Responsive Bid: A bid which conforms in all material respects to the requirements and criteria in the invitation to bid.

# 1.4 GENERAL CONTRACTOR RESPONSIBILITY CERTIFICATIONS

- A. General Contractor shall submit a Contractor Responsibility Certification Form, as specified herein. In addition, each General contractor shall identify their Major Subcontractors who are likewise required to provide similar Subcontractor Responsibility Certification form.
  - 1. The Contractor Responsibility Certification Form shall be completed on the form provided.
  - 2. In the Contractor Responsibility Certification Form, the General Contractor shall confirm the following facts regarding past performance and work history and the General Contractors current qualifications and performance capabilities.

- a. The General Contractor and its employees have valid, effective drivers' licenses, registrations, certificates, or other credentials required by Federal, State, County, or Local law, or as required by the specifications, including, but not limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the Work it is to be performed. These shall include, but not limited to, licenses, registrations, or certificates for any type of Work which the General Contractor proposes to self-perform.
- b. The General Contractor has not been debarred or suspended by any Federal, State, or Local government agency or authority in the past three (3) years.
- c. The General Contractor has: (a) not been found in default, (b) has not had a valid claim made against a performance bond, and (c) the performance bond has not been called, on ANY project in the past three (3) years.
- d. The General Contractor has not had any business, contracting or trade license, registration, or other certification revoked or suspended in the past three (3) years.
- e. The General Contractor and its Principal/Owners (including any other names, Doing Business As (DBA), or other corporate entity) have not been convicted of any crime relating to its contracting business, in the past ten (10) years.
- f. Within the past three (3) years, the General Contractor has not been found in violation of any law applicable to its contracting business, including but not limited to, licensing, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where a result of such violation was a payment of a fine, back pay damages or any other type of penalty in the amount of \$5,000 or more.
- g. The General Contractor will employ sufficient numbers of craft labor personnel required to successfully perform the Work it self-performs or shall use qualified Subcontractors to meet this requirement and shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training or shall use qualified subcontractors to meet this requirement.
- h. The General Contractor shall pay all craft employees performing the work, at a minimum, the applicable wage and fringe benefit rates, as established for the classification in which the worker in employed, in accordance with 43 PA. Cons. State. 165-1 et. Seq.
- i. The General Contractor has all other technical qualifications and resources, including equipment, personnel, and financial resources, to successfully perform the Work and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible, subcontractors.
- j. The General Contractor shall assign a full-time project manager and superintendent for the duration of the work. Resumes shall be provided as part of the Contractor Responsibility Certification. Neither the project manager or the superintendent shall be substituted unless written authorization is obtained from the owner and project architect.
- k. The General Contractor shall notify the Owner within seven (7) calendar days of any material changes in its operation that relate to any matter attested to in this certification.
- I. The General Contractor understands that the Contractor Responsibility Certification shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that the information submitted is true, complete, and accurate.
- 3. Execution of the Contractor Responsibility Certification shall not establish a presumption of contractor responsibility, and the Owner may require additional information it deems necessary to evaluate the General Contractors status as a responsible contractor, including information regarding the General Contractors technical qualifications, financial

- capacity or other resources and performance capabilities. The Owner may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractors Responsibility Certification.
- 4. The General Contractor shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contracts, it will provide a list of major subcontractors and required subcontractor information before issuance of the Notice to Proceed.
- 5. If the General Contractor, or its Principal/Owners, have ever operated under another name or is controlled by another company or business entity or in the past ten (10) years, controlled or was controlled by another company or business entity, whether a parent company, DBA, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification form that explains in detail the nature of such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact performance of the Work.
- 6. If the General Contractor fails to provide a Contractor Responsibility Certification it shall be disqualified from bidding. No action of any nature shall be taken against the Owner because of its refusal to accept a bid for this reason.

#### 1.5 MAJOR SUBCONTRACTOR RESPONSIBILITY REQUIREMENTS

- A. Within Seven (7) calendar days of receiving a Notice of Intent to Award, the General Contractor shall submit to the Owner a list of major subcontractors, which provides the name and address of the major subcontractors it will use to perform the Work, the scope of the Work assigned to each major subcontractor, and Subcontractor Responsibility Certification form.
- B. At the time a General Contractor submits the list of Major Subcontractors, it shall also submit Subcontractor Responsibility Certification forms and applicable supporting information for all listed major subcontractors. Subcontractor Responsibility Certifications shall be executed by the respective major subcontractors on forms provided and shall contain the same information, representations, and supporting information required in the Contractor Responsibility Certification form.
- C. The General Contractor shall not be permitted to use a major subcontractor to perform the Work unless it has identified the major subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification form, or substitution of the Major Subcontractor is approved by the Owner.
- D. The General Contractor shall determine whether any major subcontractor on its subcontractor list is organized as a sole proprietorship owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the General Contractor shall ensure that the sole proprietorship subcontractor is a legitimate business entity and not a misclassified employee by requiring the subcontractor to supplement its Subcontractor Certification with its Employee Identification and copies of any licenses, certificates, or registrations it is required to maintain in order to do work in the state in which it is located.
- E. A subcontractor on a General Contractors major Subcontractor List shall not be substituted unless written authorization is obtained from the Owner and a Subcontractor Responsibility Certification form is provided for the substitute subcontractor.
- F. In the event that the Owner determines that a major subcontractor fails to meet the requirements of the specifications, or is otherwise determined to be non-responsive, it may, after informing the General Contractor, exercise one of the following options:

- 1. Permit the General Contractor to substitute a qualified, responsible subcontractor in accordance with the requirements of the specifications, upon submission of a completed Subcontractor Certification for the substitute and approval of the substitute by the Owner.
- 2. Require the General Contractor to self-perform the Work in question if the General Contractor has the required experience, licenses, and other qualifications to perform the work in question; or
- G. In the event that a major subcontractor is disqualified, any costs incurred by the General Contractor as a result of the disqualification of a major subcontractor shall be the responsibility of the General Contractor. The General Contractor shall not be permitted to make any type of claim against the Owner based on the subcontractor disqualification.

#### 1.6 CONTRACTOR RESPONSIBILITY REVIEW AND DETERMINATION

- A. Upon issue of the Notice of Intent to Award to the lowest responsive bidder, the Owner shall undertake a contractor responsibility review process to determine whether the General Contractor is a qualified, responsible contractor, in accordance with the specifications and other applicable laws and regulations. The time frame to conducting this review process shall be determined by the Owner.
- B. As part of the review process, the Owner shall ensure that the Contractor Responsibility Certification forms and Subcontractor Responsibility Certification forms and applicable supporting information comply with the requirements of the specifications.
- C. The Owner may conduct any additional inquiries to verify that prospective General Contractors and their major subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the Work and that the General Contractor has a sufficient record of law compliance, integrity, and business ethics to justify award of a public contract. In conducting such inquiries, the Owner may seek relevant information from the General Contractor, its prior clients or customers, its subcontractors, or any other relevant source.
- D. After the Owner determines that all responsibility certifications have been properly executed and has verified that all other relevant information submitted in response to the request pursuant to the review process indicate that the prospective General Contractor and its subcontractors are qualified, responsible contractors, the Owner shall issue a written Contractor Responsibility Determination for the prospective General Contractor.
- E. In the event a General Contractor is determined to be non-responsible, the Owner shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A responsibility Determination may be revoked at any time if the Owner obtains relevant information warranting such revocation.

# 1.7 FALSE AND MISLEADING RESPONSIBILITY CERTIFICATIONS

A. If the Owner determines that a Contractor Responsibility Certification form, Subcontractor List, or Subcontractor Responsibility Certification form contains false or misleading information that was provided knowingly or with reckless disregard for the truth or omits material information knowingly or with reckless disregard of the truth, the General Contractor for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for the Owner for a period of three (3) years. The Owner may withhold payment

of any monies due to the General Contractor for damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

# 1.8 EXECUTION OF FINAL CONTRACT

- A. A contract subject to this specification shall not be executed until all requirements of this specification have been fulfilled and until Contractor Responsibility Determination has been issued by the Owner. Upon completion of all requirements, the Owner may execute a final contract based upon Notice of Intent to Award.
- B. Prior to the execution of a final contract, the Owner shall make available upon request Contractor and Subcontractor Responsibility Certification forms, Subcontractor Lists, related supporting documentation, and the Contractor Responsibility Determination. Confidential information regarding the General Contractor's financial statements and any protected or patented means and methods will not be subject to public disclosure.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# QUALIFIED CONTRACTOR CERTIFICATION FORM

PROJE	ECT NAME:	PRIME CONTRACT:		
Prime	Contractor Name:	Date:	20	
Prime	Contractor Address:			
		Zip Code_		_
Conta	act Name:	Email		_
Conta	act Direct Phone:	Fax:		
To be	certified, Prime Contractor is required to check	all the following boxes:	YES	NC
1.	Does the Prime Contractor and its employees licenses, registrations, or certificates required to or Local law, or required by Specifications, inclicenses, registrations, or certificates required to designated locale; and, (b) perform the contraction of the con	by Federal, State, County, cluding, but not limited to, o: (a) do business in the cact work it seeks to perform? , registrations, or certificates		
2.	Does the Prime Contractor meet the bonding requirements for the contract, as required by applicable law or contract specifications, and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance, and unemployment insurance?			
3.	Has the Prime Contractor been debarred by a Government agency or authority in the past the	•		
4.	Has the Prime Contractor defaulted on any proon the Performance Bond, in the past three (3)	,		
5.	Has the Prime Contractor had any type of bus license revoked or suspended by any governr the past three (3) years?	9		
6.	Has the Prime Contractor or its principals/own crime relating to the contracting business in the	3		

		YES	NC
7.	Has the Prime Contractor within the past three (3) years been found in violation of any law applicable to its contracting business including, but not limited to, licenses laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws, or others where the result of such violation was the payment of a fine, back pay damages, or any other type of penalty in the amount of \$1,000 or more?		
8.	The Prime Contractor will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable Federal, State, or Local wage laws.		
9.	The Prime Contractor will employ craft employees in all classifications and individual trades required to successfully perform the work related to this project.		
10	The Prime Contractor has all other technical qualifications and resources to perform the referenced contract, or will obtain same through the use of qualified, responsible Contractors.		
11.	The Prime Contractor will maintain all qualifications, resources, and capabilities referenced in this Certification throughout the duration of the project.		
12	The Prime Contractor shall notify the Owner within seven days of any material changes to all matters attested to in this Certification.		
13	The Prime Contractor understands that the <i>Contractor Responsibility Certification</i> required by this section shall be executed by a person who has sufficient knowledge to address all matters in the Certification and shall include an attestation stating, under the penalty of perjury, that the information submitted is true, complete, and accurate.		
14	Attach resumes for the Project Manager and Site Superintendent to be assigned to the Project. Include a detailed description of similar project experience.		
Ο̈́ν	oon receipt of a <i>Notice of Intent to Award Contract</i> , the Prime Contractor will provener with Major Subcontractor List information, as required by the Responsible Coecification.		
ΑT	TACH ADDITIONAL SHEETS, IF NECESSARY		
Pri	me Contractor Authorized Representative:		
	typed name		
Sig	nature:		
Titl	e: Date:		

# **SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's Construction Schedule.
  - Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Site condition reports.
  - 6. Unusual event reports.

#### B. Related Requirements:

- Section 013100 "Project Management and Coordination" for Project Coordinator's responsibilities.
- 2. Section 014000 "Quality Requirements" for schedule of tests and inspections.
- 3. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - PDF file.
- B. Startup construction schedule.
  - Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- D. Daily Construction Reports: Submit at **weekly** intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Unusual Event Reports: Submit at time of unusual event.

# 1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing, work stages, area separations, and interim milestones.
  - 4. Review delivery dates for Owner-furnished products.
  - 5. Review submittal requirements and procedures.

- 6. Review time required for review of submittals and resubmittals.
- 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
- 8. Review time required for Project closeout and Owner startup procedures.
- 9. Review and finalize list of construction activities to be included in schedule.
- 10. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

# 1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Architect.
  - 2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
    - a. Securing of approvals and permits required for performance of the Work.
    - b. Temporary facilities.
    - c. Construction of mock-ups, prototypes and samples.
    - d. Owner interfaces and furnishing of items.
    - e. Interfaces with Separate Contracts.
    - f. Regulatory agency approvals.
    - g. Punch list.
  - 3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

- 4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
- 5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
- 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- 7. Punch List and Final Completion: Include not more than **30** days for completion of punch list items and Final Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and, show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 6. Work Restrictions: Show the effect of the following items on the schedule:
    - Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use-of-premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Fabrication.
    - e. Sample testing.
    - f. Deliveries.
    - g. Installation.
    - h. Tests and inspections.

- i. Adjusting.
- j. Curing.
- k. Building flush-out.
- I. Startup and placement into final use and operation.
- m. Commissioning.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Final Completion percentage for each activity.
- Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

#### 1.8 STARTUP CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within **seven** days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first **90** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

#### 1.9 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within **30** days of date established for the Notice to Proceed.
  - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

# 1.10 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - Material deliveries.
  - High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Testing and inspection.
  - 8. Accidents.
  - 9. Meetings and significant decisions.
  - 10. Unusual events.
  - 11. Stoppages, delays, shortages, and losses.
  - 12. Meter readings and similar recordings.
  - 13. Emergency procedures.
  - 14. Orders and requests of authorities having jurisdiction.
  - 15. Change Orders received and implemented.
  - 16. **Construction** Change Directives received and implemented.
  - 17. Services connected and disconnected.
  - 18. Equipment or system tests and startups.
  - 19. Partial completions and occupancies.
  - 20. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
  - 1. Submit unusual event reports directly to Owner within **one** day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

#### **SECTION 013300 - SUBMITTAL PROCEDURES**

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

#### A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

# B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 6. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 7. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

## 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal Category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled dates for purchasing.
    - h. Scheduled date of fabrication.
    - i. Scheduled dates for installation.
    - j. Activity or event number.

## 1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - Name of Contractor.
  - 5. Name of firm or entity that prepared submittal.
  - 6. Names of subcontractor, manufacturer, and supplier.
  - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
  - 8. Category and type of submittal.
  - 9. Submittal purpose and description.
  - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 11. Drawing number and detail references, as appropriate.

- 12. Indication of full or partial submittal.
- 13. Location(s) where product is to be installed, as appropriate.
- 14. Other necessary identification.
- 15. Remarks.
- 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

### SUBMITTAL PROCEDURES

- E. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- F. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- G. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow **15** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. **Architect** will advise Contractor when a submittal being processed must be delayed for coordination.

- 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
  - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - Note date and content of revision in label or title block, and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.

- b. Printed performance curves.
- c. Operational range diagrams.
- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
  - 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

- b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit **one** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  - 2. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
  - 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

#### G. Certificates:

- Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
- 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.

## H. Test and Research Reports:

 Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.

- 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

## 1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

#### 1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, **and return**.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will **discard** submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

#### **SECTION 014000 - QUALITY REQUIREMENTS**

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of **five** previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified

- criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

## 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
  - Architect shall determine which standard, quality level, or quantity is to be provided by the contractor.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.

- 4. Identification of applicable standards.
- 5. Identification of test and inspection methods.
- 6. Number of tests and inspections required.
- 7. Time schedule or time span for tests and inspections.
- 8. Requirements for obtaining samples.
- 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports and documents as specified.
- D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

### 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - Name, address, telephone number, and email address of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement of whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.

- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, telephone number, and email address of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement of whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.

#### 1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged in the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- F. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:
  - 1. Provide test specimens representative of proposed products and construction.
  - 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - 3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  - 4. When testing is complete, remove test specimens and test assemblies, **and** mockups; do not reuse products on Project.
  - 5. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

### 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
  - 1. All Prime Contractors shall submit their schedule of tests and inspections to the Project Coordinator for inclusion in the comprehensive work plan for the project.

# PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's **and authorities' having jurisdiction** reference during normal working hours.
  - 1. Submit log at Project closeout as part of Project Record Documents.

#### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  - Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

#### END OF SECTION 014000

#### **SECTION 014200 - REFERENCES**

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 DEFINITIONS

- General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

# 1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

REFERENCES 014200 - 1

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
  - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
  - 1. DIN Deutsches Institut fur Normung e.V.; <a href="www.din.de">www.din.de</a>.
  - 2. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
  - 3. ICC International Code Council; www.iccsafe.org.
  - 4. ICC-ES ICC Evaluation Service, LLC; <a href="www.icc-es.org">www.icc-es.org</a>.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
  - 1. COE Army Corps of Engineers; www.usace.army.mil.
  - 2. CPSC Consumer Product Safety Commission; www.cpsc.gov.
  - DOC Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
  - 4. DOD Department of Defense; www.quicksearch.dla.mil.
  - 5. DOE Department of Energy; <a href="www.energy.gov">www.energy.gov</a>.
  - 6. EPA Environmental Protection Agency; <u>www.epa.gov</u>.
  - 7. FAA Federal Aviation Administration; <u>www.faa.gov</u>.
  - 8. FG Federal Government Publications; www.gpo.gov/fdsys.
  - 9. GSA General Services Administration; www.gsa.gov.
  - 10. HUD Department of Housing and Urban Development; www.hud.gov.
  - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
  - 12. OSHA Occupational Safety & Health Administration; www.osha.gov.
  - 13. SD Department of State; www.state.gov.
  - 14. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.

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- 15. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; <a href="https://www.ars.usda.gov">www.ars.usda.gov</a>.
- 16. USDA Department of Agriculture; Rural Utilities Service; www.usda.gov.
- 17. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
- 18. USP U.S. Pharmacopeial Convention; www.usp.org.
- 19. USPS United States Postal Service; www.usps.com.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - CFR Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
  - 2. DOD Department of Defense; Military Specifications and Standards; Available from DLA Document Services; <a href="https://www.quicksearch.dla.mil">www.quicksearch.dla.mil</a>.
  - 3. DSCC Defense Supply Center Columbus; (See FS).
  - 4. FED-STD Federal Standard; (See FS).
  - 5. FS Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    - a. Available from Defense Standardization Program; www.dsp.dla.mil.
    - b. Available from General Services Administration; <a href="www.gsa.gov">www.gsa.gov</a>.
    - Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
  - 6. MILSPEC Military Specification and Standards; (See DOD).
  - 7. USAB United States Access Board; www.access-board.gov.
  - 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; <a href="https://www.bearhfti.ca.gov">www.bearhfti.ca.gov</a>.
  - 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; <a href="https://www.calregs.com">www.calregs.com</a>.
  - 3. CDHS; California Department of Health Services; (See CDPH).
  - CDPH; California Department of Public Health; Indoor Air Quality Program; <u>www.cal-iaq.org</u>.
  - 5. CPUC; California Public Utilities Commission; <a href="www.cpuc.ca.gov">www.cpuc.ca.gov</a>.
  - 6. SCAQMD; South Coast Air Quality Management District; www.agmd.gov.
  - 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; <a href="https://www.txforestservice.tamu.edu">www.txforestservice.tamu.edu</a>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

REFERENCES 014200 - 3

### **SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- A. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

### 1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

#### PART 2 - PRODUCTS

# 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.
- B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

#### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Meeting Space: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - Construction trailer and furnishings for project meetings shall be provided by the General Construction Contract.
  - 2. Maintain meeting area separated from construction activities, dirt, and debris.

#### 2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

#### PART 3 - EXECUTION

# 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

### 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. General Construction Contractor shall provide and maintain temporary toilet and wash facilities to accommodate all trades as well as the owner and owner's representatives.

# 3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Maintain support facilities until Architect schedules the Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Temporary Signs: General Construction Contractor shall provide signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touch up signs so they are legible at all times.

E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  - 1. Extent of Fence: As indicated on Drawings.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

## 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

- 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
- 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
- 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

#### **SECTION 016000 - PRODUCT REQUIREMENTS**

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

# B. Related Requirements:

- 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
- 2. Section 012500 "Substitution Procedures" for requests for substitutions.
- 3. Section 014200 "References" for applicable industry standards for products specified.
- 4. Section 017700 "Closeout Procedures" for submitting warranties.

# 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, inservice performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

- 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Resolution of Compatibility Disputes between Multiple Contractors:
    - a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
    - b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
  - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.

- 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
  - a. Name of product and manufacturer.
  - b. Model and serial number.
  - c. Capacity.
  - d. Speed.
  - e. Ratings.
- 3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

### 1.5 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

# B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

# C. Storage:

- 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
- 2. Store products to allow for inspection and measurement of quantity or counting of units.
- 3. Store materials in a manner that will not endanger Project structure.
- 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
- 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.

8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

#### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.

#### B. Product Selection Procedures:

- 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
- Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
- Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
  - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."

- b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product is a match.
  - If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
  - 1. Select products for which sustainable design documentation submittals are available from manufacturer.

### 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
  - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
  - 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

### **SECTION 017300 - EXECUTION**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.

## B. Related Requirements:

- Section 011000 "Summary" for coordination of Owner-furnished products, and limits on use of Project site.
- 2. Section 013300 "Submittal Procedures" for submitting surveys.
- 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
- 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

## 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

## 1.4 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
  - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

- a. Contractor's superintendent.
- b. Trade supervisor responsible for cutting operations.
- c. Trade supervisor(s) responsible for patching of each type of substrate.
- d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.
- 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
    - a. Primary operational systems and equipment.
    - b. Plumbing piping systems.
    - c. Operating systems of special construction.
  - 2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Equipment supports.
    - b. Piping, ductwork, vessels, and equipment.
    - c. Noise- and vibration-control elements and systems.
  - 3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of inplace materials. Use materials that are not considered hazardous.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- H. Repair or remove and replace damaged, defective, or nonconforming Work.
  - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

### 3.4 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

- 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
- 5. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.7 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

## END OF SECTION 017300

### **SECTION 017700 - CLOSEOUT PROCEDURES**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - Final cleaning.

## B. Related Requirements:

- Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
- 2. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
- 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

### 1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

## 1.4 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

### 1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

### 1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

### 1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
  - 5. Submit testing, adjusting, and balancing records.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Complete startup and testing of systems and equipment.
  - 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  - 5. Complete final cleaning requirements.
  - 6. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

- Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 2. Results of completed inspection will form the basis of requirements for Final Completion.

### 1.8 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  - Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.9 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
  - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. PDF Electronic File: Architect will return annotated file.

### 1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.

## D. Warranties in Paper Form:

- 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
- 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
- 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

### PART 2 - PRODUCTS

# 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

## 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Remove labels that are not permanent.
- g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

## 3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

### **SECTION 017823 - OPERATION AND MAINTENANCE DATA**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Systems and equipment operation manuals.
  - 3. Systems and equipment maintenance manuals.
  - 4. Product maintenance manuals.

## B. Related Requirements:

- 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
- 2. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements, including commissioning requirements for verification and compilation of data, for the work in those sections.

# 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

### 1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submitting Manuals for Review: Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.

- a. Digital copies only may be submitted for review prior to final submission of manuals.
- 2. Submitting Final Manuals: Submit Digital copy (PDF Format) and two, bound, paper copies for the Owner's records. Provide Digital copy for the Architect's record.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

### 1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy bound and labeled volumes.
  - Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary
    to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with
    clear plastic sleeve on spine to hold label describing contents and with pockets inside
    covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Crossreference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, **and** subject matter of contents. Indicate volume number for multiple-volume sets.
  - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components

- of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
- Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
- 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
- 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

### 1.6 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
  - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
  - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
  - 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

## 1.7 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Performance and design criteria if Contractor has delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.

- 5. Operating logs.
- 6. Wiring diagrams.
- 7. Control diagrams.
- 8. Piped system diagrams.
- 9. Precautions against improper use.
- 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
  - Product name and model number. Use designations for products indicated on Contract Documents.
  - 2. Manufacturer's name.
  - 3. Equipment identification with serial number of each component.
  - 4. Equipment function.
  - 5. Operating characteristics.
  - 6. Limiting conditions.
  - 7. Performance curves.
  - 8. Engineering data and tests.
  - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
  - 1. Startup procedures.
  - 2. Equipment or system break-in procedures.
  - 3. Routine and normal operating instructions.
  - 4. Regulation and control procedures.
  - 5. Instructions on stopping.
  - 6. Normal shutdown instructions.
  - 7. Seasonal and weekend operating instructions.
  - 8. Required sequences for electric or electronic systems.
  - 9. Special operating instructions and procedures.
- E. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
  - 1. Emergency Procedures: Include the following, as applicable:
    - a. Instructions on stopping.
    - b. Shutdown instructions for each type of emergency.
    - c. Operating instructions for conditions outside normal operating limits.
    - d. Required sequences for electric or electronic systems.
    - e. Special operating instructions and procedures.
- F. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- G. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

### 1.8 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
  - Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.

- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of maintenance manuals.

## 1.9 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

- 1. Inspection procedures.
- 2. Types of cleaning agents to be used and methods of cleaning.
- 3. List of cleaning agents and methods of cleaning detrimental to product.
- 4. Schedule for routine cleaning and maintenance.
- 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

### **SECTION 017900 - DEMONSTRATION AND TRAINING**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

## 1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- B. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

### 1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

### 1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.

- d. Regulation and control procedures.
- e. Control sequences.
- f. Safety procedures.
- g. Instructions on stopping.
- h. Normal shutdown instructions.
- i. Operating procedures for emergencies.
- j. Operating procedures for system, subsystem, or equipment failure.
- k. Seasonal and weekend operating instructions.
- I. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## 1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

### 1.8 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- B. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with **seven** days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and **remove from Project site**. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

**END OF SECTION 017900**