



Centerville-Abington Jr/Sr High School Cooling Tower Replacement

Centerville, Indiana

Commission No. 473004.00

December 21, 2022

Volume 1 of 1

Architect:

Moake Park Group, Inc.

7223 Engle Road, Suite 200

Fort Wayne, IN 46804

Phone: 260.424.6516

web: www.moakepark.com

Structural Engineer:

Structural Engineering Services, LLC

15610 Lima Road

Huntertown, IN 46748

Phone: 260.637.7867

web: www.structuralengr.com

Mechanical/Electrical/Plumbing Engineer:

SCO Engineering, LLC

6534 Constitution Drive

Fort Wayne, IN 46804

Phone: 260.436.9213

web: www.sco-llc.com

Owner:

Centerville-Abington Community Schools

Superintendent:

Dr. Mike McCoy

Assistant Superintendent:

Sean Stevenson

Board President:

Todd Duke

Board Vice President:

Renee Westover

Board of School Trustees:

Board Secretary:

Susan Hamilton

Board Members:

Brad Lambright

Andy Wandersee

PROJECT MANUAL

for

Centerville-Abington Community Schools Centerville-Abington Jr/Sr High School Cooling Tower Replacement Centerville, Indiana

Commission No.: 473004.00

December 21, 2022

Prepared by:

The Moake Park Group, Inc.
7223 Engle Road, Suite 200
Fort Wayne, Indiana 46804

These Plans Certified By:



Jeremy M. Ogle
Indiana Registration
Architect No. AR10900079

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Cooling Tower Replacement

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NOTICE TO BIDDERS

Notice is hereby given that the Centerville – Abington Community Schools, located at 115 West South Street, Centerville, IN 47330, will receive sealed Bids for the replacement of the Cooling Tower located at the Centerville–Abington Jr/Sr High School Building, located at 509 Willow Grove Road, Centerville Indiana 47330.

The Project consists of work necessary to replace the Cooling Tower at Centerville–Abington Junior/Senior High School.

The project will be a unified bid with single prime contractor.

The Bids will be received on a lump sum basis. Each proposal shall include all labor, material; and services necessary to complete the project in strict accordance with the Construction Drawings.

Bids will be received at the following place, date and time:

PLACE: Centerville–Abington Community Schools Administrative Offices
115 West South Street
Centerville, IN 47330

DATE: **January 19, 2023**

TIME: 2:00 p.m. (local time)

PROPOSALS ADDRESSED TO: Dr. Mike McCoy, Superintendent
Centerville–Abington Community Schools
115 West South Street
Centerville, IN 47330
Telephone: 765.855.3475

All Bids received at such place, date and time will be publicly opened and read aloud at the Centerville – Abington Administration building, 115 West South Street, Centerville, IN 47330. Bids received after such time will be returned to the respective Bidder, unopened.

Complete and detailed Bidding Documents are now on file and may be examined by prospective Bidders at the following locations:

Office of the Architect
MOAKE PARK GROUP, INC.
7223 Engle Road, Suite 200
Fort Wayne, Indiana 46804

Owner
Centerville–Abington Community Schools
115 West South Street
Centerville, IN 47330

Complete sets of Bidding Documents may be obtained by Bidders from the office of Eastern Engineering Supply, located at 1239 Wells Street, Fort Wayne, Indiana 46808. Phone: (260) 426-3119, Fax: (260) 426-3101, Easton Hawk, easton.hawk@easternengineering.com.

1 The Contractor is responsible for the cost of all bid documents.
2 Each Bid must be accompanied by a bid security, which shall not be less than five percent (5%) of the
3 Base Bid, in the required form and submitted in accordance with the Instructions to Bidders.
4
5 The Bidder, to whom an award is made, shall furnish a 100% Performance Bond & Labor and Material
6 Payment Bond in accordance with the Instructions to Bidders.
7
8 No Bid shall be modified, withdrawn or canceled for a period of sixty (60) calendar days after the date
9 and time set for receipt of Bids.
10
11 Bidders and sub-contractors shall not discriminate in employment practices.
12
13 The Bidder shall submit a properly executed Contractor's Qualification Statement, AIA Document A305.
14
15 All Bidders are required to be licensed in the State of Indiana at the time of bidding as contractors to
16 perform the work required.
17
18 All Prime Bidders are recommended to attend the pre-bid conference with representatives of the Owner
19 and Architect to discuss construction sequence, security, contractor's work and storage areas and
20 requirements for contractor's personnel working on the Project. No additional costs of any type will be
21 allowed by the failure of the Bidder to avail themselves of the privilege of on-site inspection and pre-bid
22 conference.
23
24 All Bidders warrant that they have conducted a thorough inspection of the job site, existing facility, and
25 all existing conditions including the drawings and specifications. Bidder also represents by making their
26 bid on this project that they have included everything in their bid that is required to complete this
27 Project as the owner intends. Bidder also acknowledges he has no questions regarding the bid
28 documents where he has not asked in writing and gotten a response in writing from the Architect,
29 regarding any inconsistencies and/or ambiguities regarding said documents.
30

31 **Pre-Bid Walk Through: January 11, 2023, 2pm**

32 A Recommended pre-bid walk through at the Centerville–Abington Jr/Sr High School located at
33 509 Willow Grove Road, Centerville Indiana 47330. Contractors shall enter at Door 32.
34

35 Centerville–Abington Community Schools reserves the right to reject any and all Bids; is not obligated to
36 accept the lowest or any other Bid; and may waive any formalities in bidding procedures.
37

38 Centerville–Abington Community Schools Board of Trustees

39 Centerville–Abington Community Schools
40 115 West South Street
41 Centerville, IN 47330
42

43 END OF NOTICE TO BIDDERS
44

45 Published: December 21, 2022
46 December 28, 2022



AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

Centerville-Abington Jr/Sr High School - Cooling Tower Replacement
509 Willow Grove Road
Centerville, IN 47330

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

Centerville-Abington Community Schools
115 West South Street
Centerville, IN 47330

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

The Moake Park Group, Inc.
7223 Engle Road, Suite 200
Fort Wayne, IN 46804

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

§ 1.10 In addition to the Architect, the following is a defined list of professional and technical collaborator

1.10.1 Mechanical/Electrical/Plumbing Engineers:

SCO Engineering, LLC
6534 Constitution Drive
Fort Wayne, IN 46804
260.436.9213

1.10.2 Structural Engineer:

Structural Engineering Services, LLC
15610 Lima Road
Huntertown, IN 46748
260.637.7867

§ 1.11 Contractor is the Bidder whose proposal is accepted by the Owner and is as defined in A102, Article 3.1.1.

§ 1.12 The work is as defined in A201, Article
(Paragraph Deleted)

1.1.3.

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.
7. **No Bidder, after being awarded the contract, shall be allowed any extra compensation for reason of his failure to inform himself fully, prior to his bidding, of all requirements of the contract documents, drawings, specifications and the circumstances of the building site.**
8. **Bidders represent that at the time Bids re submitted for consideration, hav no questions regarding ambiguity and are submitting Bids that will result in a project completed as per the intent of the plans and specifications.**
9. **By submitting this Bid, the bidder warrants that he has visited the project and has full understanding of the existing conditions of the existing building and site. Bidder further acknowledges he has thoroughly examined the drawings and specifications and has brought to the attention of the Architect ALL discrepancies and/or inconsistencies between the drawings and specifications and has received in writing clarification of same for the Architect. Bidder further acknowledges that he has all the information necessary to provide a completed project at his bid price and that no requests for additional compensation will be made due to his failures to adequately examine the existing project site, the drawings and specifications, and to express in writing to the Architect all items which may need to be clarified (PRIOR TO BIDDING).**

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.)

Complete sets of Bidding Documents may be obtained by Bidders from the office of Eastern Engineering Supply, located at 1239 Wells Street, Fort Wayne, Indiana 46808. Phone: (260) 426-3119, Fax: (260) 426-3101, Easton Hawk at easton.hawk@easternengineering.com The Contractor is responsible for the cost of all bid 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.

§ 3.2.1.1 In the event of an inconsistency between the Drawings and the Project Manual or within either Document not clarified by Addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation, in every case the more expensive item or method specified or shown shall be provided in lieu of a less expensive one.

§ 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.)

Requests can be submitted in writing to the Project Architect:
Jeremy M. Ogle
Moake Park Group, Inc.
7223 Engle Road, Suite 200
Fort Wayne, IN 46804
jogle@moakepark.com
Phone: 260.424.6516

§ 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. See Specification Section 012500.

§ 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.)

Addenda will be posted to Eastern Engineering’s website and emailed by Eastern Engineering to all plan holders.

§ 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.

§ 4.1.1.1 Bids shall be submitted in duplicate (one original and one copy).

§ 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.

§ 4.1.5.1 Failure to bid requested alternates, may be considered justification for rejection of the entire bid.

§ 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.)

Five percent (5%) of Base Bid on Form A310-2010 Bid Bond or Insurance Company Bid Bond document containing the same information required on AIA Document A310-2010 Bid Bond.

§ 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.)

Paper Copy Address to:

Dr. Mike McCoy, Superintendent
Centerville – Abington School Corporation
115 West South Street
Centerville, IN 467330
Phone: 765.855.3475

At date and time indicated on Notice to Bidders.

§ 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.

§ 5.3.1.1 The Owner will consider whether the bidder maintains a permanent place of business, is particularly responsible, has adequate plant facilities and employees, and has had sufficient experience to do the work properly, and is satisfied the proposal submitted meets all conditions of the plans and specifications.

§ 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.

§ 5.3.3 The Owner shall have the option, exercisable within sixty (60) days from and including the date of award, of including or excluding the work required by an alternate proposal, for the sum or sums established for said alternate bids.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders shall submit to the Architect, at the time of bid, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

- .1 a designation of the Work to be performed with the Bidder's own forces;

- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 **Submit a list of all subcontractor and material suppliers within 24 hours of bid opening. Failure to submit this list may result in disqualification of the bid.**
5. Along with the items in Article 6.3.1, the Bidder shall, within seven (7) days of notification of selection for the award of a Contract for the work, submit to the Architect a statement of costs for each major item of work included in the bid.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

| *(Paragraphs Deleted)*

| *(Paragraph Deleted)*

| *(Table Deleted)*

| *(Paragraph Deleted)*

| *(Table Deleted)*

| *(Paragraph Deleted)*

| *(Table Deleted)*

| *(Paragraphs Deleted)*

| *(Paragraph Deleted)*

| *(Table Deleted)*

| *(Table Deleted)*

| *(Paragraphs Deleted)*

Additions and Deletions Report for **AIA® Document A701™ – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:28:41 ET on 12/19/2022.

PAGE 1

Centerville-Abington Jr/Sr High School - Cooling Tower Replacement
509 Willow Grove Road
Centerville, IN 47330

...

Centerville-Abington Community Schools
115 West South Street
Centerville, IN 47330

...

The Moake Park Group, Inc.
7223 Engle Road, Suite 200
Fort Wayne, IN 46804

PAGE 2

§ 1.10 In addition to the Architect, the following is a defined list of professional and technical collaborator

...

1.10.1 Mechanical/Electrical/Plumbing Engineers:

...

SCO Engineering, LLC

...

6534 Constitution Drive

...

Fort Wayne, IN 46804

...

260.436.9213

...

1.10.2 Structural Engineer:

...

Structural Engineering Services, LLC

...

15610 Lima Road

...

Huntertown, IN 46748

...

260.637.7867

...

§ 1.11 Contractor is the Bidder whose proposal is accepted by the Owner and is as defined in A102, Article 3.1.1.

...

§ 1.12 The work is as defined in A201, Article

...

ARTICLE

PAGE 3

1.1.3.

...

ARTICLE 2 BIDDER'S REPRESENTATIONS

...

7. No Bidder, after being awarded the contract, shall be allowed any extra compensation for reason of his failure to inform himself fully, prior to his bidding, of all requirements of the contract documents, drawings, specifications and the circumstances of the building site.

...

8. Bidders represent that at the time Bids re submitted for consideration, hav no questions regarding ambiguity and are submitting Bids that will result in a project completed as per the intent of the plans and specifications.

...

9. By submitting this Bid, the bidder warrants that he has visited the project and has full understanding of the existing conditions of the existing building and site. Bidder further acknowledges he has thoroughly examined the drawings and specifications and has brought to the attention of the Architect ALL discrepancies and/or inconsistencies between the drawings and specifications and has received in writing clarification of same for the Architect. Bidder further acknowledges that he has all the information necessary to provide a completed project at his bid price and that no requests for additional compensation will be made due to his failures to adequately examine the existing project site, the drawings and specifications, and to express in writing to the Architect all items which may need to be clarified (PRIOR TO BIDDING).

...

Complete sets of Bidding Documents may be obtained by Bidders from the office of Eastern Engineering Supply, located at 1239 Wells Street, Fort Wayne, Indiana 46808. Phone: (260) 426-3119, Fax: (260) 426-3101, Easton Hawk at easton.hawk@easternengineering.com The Contractor is responsible for the cost of all bid documents.

PAGE 4

§ 3.2.1.1 In the event of an inconsistency between the Drawings and the Project Manual or within either Document not clarified by Addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation, in every case the more expensive item or method specified or shown shall be provided in lieu of a less expensive one.

...

Requests can be submitted in writing to the Project Architect:

Jeremy M. Ogle
Moake Park Group, Inc.
7223 Engle Road, Suite 200
Fort Wayne, IN 46804
jogle@moakepark.com
Phone: 260.424.6516

...

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents. See Specification Section 012500.

PAGE 5

Addenda will be posted to Eastern Engineering’s website and emailed by Eastern Engineering to all plan holders.

...

§ 4.1.1.1 Bids shall be submitted in duplicate (one original and one copy).

...

§ 4.1.5.1 Failure to bid requested alternates, may be considered justification for rejection of the entire bid.

PAGE 6

Five percent (5%) of Base Bid on Form A310-2010 Bid Bond or Insurance Company Bid Bond document containing the same information required on AIA Document A310-2010 Bid Bond.

...

Paper Copy Address to:

...

Dr. Mike McCoy, Superintendent
Centerville – Abington School Corporation
115 West South Street
Centerville, IN 467330
Phone: 765.855.3475

At date and time indicated on Notice to Bidders.

PAGE 7

§5.3.1.1 The Owner will consider whether the bidder maintains a permanent place of business, is particularly responsible, has adequate plant facilities and employees, and has had sufficient experience to do the work properly, and is satisfied the proposal submitted meets all conditions of the plans and specifications.

...

§ 5.3.3 The Owner shall have the option, exercisable within sixty (60) days from and including the date of award, of including or excluding the work required by an alternate proposal, for the sum or sums established for said alternate bids.

...

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, shall submit to the Architect, at the time of bid, a properly executed AIA Document A305™, Contractor’s Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.Statement.

PAGE 8

4 Submit a list of all subcontractor and material suppliers within 24 hours of bid opening. Failure to submit this list may result in disqualification of the bid.

...

5. Along with the items in Article 6.3.1, the Bidder shall, within seven (7) days of notification of selection

...

for the award of a Contract for the work, submit to the Architect a statement of costs for each major item

...

of work included in the bid.

PAGE 9

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

...

(Insert the date of the E203-2013.)

...

.5 Drawings

...

Number

Title

Date

...

.6 Specifications

...

Section

Title

Date

Pages

...

.7 Addenda:

...

Number

Date

Pages

PAGE 10

.8— Other Exhibits:

...

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

...

— AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

(Insert the date of the E204-2017.)

...

— The Sustainability Plan:

...

Title

Date

Pages

...

— Supplementary and other Conditions of the Contract:

...

Document

Title

Date

Pages

...

.9— Other documents listed below:


...

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeremy M. Ogle, AIA, Vice-President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:28:41 ET on 12/19/2022 under Order No. 4104238194 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Jeremy M. Ogle, AIA, Vice President

(Title)

December 19, 2022

(Dated)

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AIA Document A701 - 2018 EXHIBIT "A"

DRAWINGS:

TITLE PAGE

STRUCTURAL:

S1.1 Structural Drawings

ARCHITECTURAL:

A2.1 Partial Roof Plan and Miscellaneous Details

PLUMBING:

1.0 Plumbing Schedules and General Information

MECHANICAL:

M0.1 First Floor Mechanical Demolition Plan
M0.2 Second Floor Mechanical Demolition Plan
M2.1 First Floor Mechanical Plan
M2.2 Second Floor Mechanical Plan
M2.3 Mechanical Roof Plan
MG1.0 Mechanical Schedules and General Information

ELECTRICAL:

E0.0 Electrical General Notes and Information
E0.1 First Floor Electrical Demolition Plan
E0.2 Second Floor Electrical Demolition Plan
E1.1 First Floor Electrical Power Plan

AIA Document A701 - 2018
EXHIBIT "A"

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AIA Document A701 - 2018 EXHIBIT "B"

SPECIFICATIONS:

CERTIFICATION PAGE

TABLE OF CONTENTS

BIDDING REQUIREMENTS AND FORMS

Notice to Bidders

Instructions to Bidders (AIA Document A701)

Bid Bond (AIA Document A310)

Form 96, Contractor's Bid for Public Works

Supplementary Bid Form

Contractor's Statement of Equal Employment Opportunity

Contractor's Qualification Statement (AIA Document A305)

Exhibit A – General Information (AIA Document A305)

Exhibit B – Financial & Performance Information (AIA Document A305)

Exhibit C – Project Specific Information (AIA Document A305)

Exhibit D – Contractor's Past Project Experience (AIA Document A305)

Exhibit E – Contractor's Past Project Experience, Continued (AIA Document A305)

Proposal Request (AIA Document G709)

Construction Change Directive (AIA Document G714)

Change Order (AIA Document G701)

Architect's Supplemental Instructions (AIA Document G710)

Certificate of Substantial Completion (AIA Document G704)

Application and Certificate for Payment (AIA Document G702)

Continuation Sheet (AIA Document G703)

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum* (AIA Document A101-2017)

Insurance and Bonds Exhibit A – (AIA Document A101-2017)

GENERAL CONDITIONS

General Conditions of the Contract for Construction (AIA Document A201)

Supplementary Conditions

Performance Bond (AIA Document A312)

Payment Bond (AIA Document A312)

AIA Document A701 - 2018 EXHIBIT "B"

SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

011000	Summary
012300	Alternates
012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014500	Quality Control
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017329	Cutting and Patching
017400	Cleaning and Waste Management
017700	Closeout Procedures
017800	Closeout Submittals

DIVISION 03 – CONCRETE

033000	Cast-in-Place Concrete
--------	------------------------

DIVISION 04 – MASONRY

042000	Unit Masonry
--------	--------------

DIVISION 05 – METALS

051200	Structural Steel Framing
053100	Steel Decking
054000	Cold Formed Metal Framing
055000	Metal Fabrications
055100	Metal Stairs
055213	Pipe and Tube Railings

AIA Document A701 - 2018 EXHIBIT "B"

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

061053 Miscellaneous Rough Carpentry
061600 Sheathing

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

071900 Water Repellents
072100 Thermal Insulation
076200 Sheet Metal Flashing and Trim
079200 Joint Sealants

DIVISION 08 – OPENINGS

081113 Hollow Metal Doors and Frames
081416 Flush Wood Doors
083613 Sectional Doors
084113 Aluminum Framed Entrances & Storefronts
087100 Door Hardware (Issued via Addendum)
088000 Glazing

DIVISION 09 – FINISHES

092216 Non-Structural Metal Framing
095113 Acoustical Panel Ceilings
096513 Resilient Base and Accessories
096519 Resilient Tile Flooring
099100 Painting

DIVISION 10 – SPECIALTIES

102800 Toilet, Bath, and Laundry Accessories
104413 Fire Protection Cabinets
104416 Fire Extinguishers

DIVISION 12 – FURNISHINGS

123200 Manufactured Wood Casework

AIA Document A701 - 2018

EXHIBIT "B"

DIVISION 13 – SPECIAL CONSTRUCTION

133419 Metal Building Systems (Issued via Addendum)

MECHANICAL SPECIFICATIONS ON DRAWINGS

ELECTRICAL SPECIFICATIONS ON DRAWINGS

PLUMBING SPECIFICATIONS ON DRAWINGS

DRAFT AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

«Centerville-Abington Community Schools»
«115 West South Street
Centerville, IN 47330»

BOND AMOUNT: \$ « »

PROJECT:

(Name, location or address, and Project number, if any)

«Centerville-Abington Jr/Sr High School - Cooling Tower Replacement»
«509 Willow Grove Road
Centerville, IN 47330»
« »

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

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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



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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this <> day of <>, <>

(Witness)

(Witness)

(Contractor as Principal) (Seal)

(Title)

(Surety) (Seal)

(Title)





CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II (For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

- What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

- What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____, _____

Action taken _____

SUPPLEMENTARY BID FORM

PROJECT NAME: **Centerville-Abington Community Schools
Centerville-Abington Jr/Sr High School - Cooling Tower Replacement**
BID DATE: January 19, 2023
TIME: **2:00 p.m. (local time)**
LOCATION: Centerville-Abington School Corporation Administrative Office
Attention: Dr. Mike McCoy
115 West South Street
Centerville, IN 47330

I have also received, carefully reviewed, and understand the Contract Documents prepared by:

Moake Park Group, Inc.
7223 Engle Road, Suite 200
Fort Wayne, Indiana 46804

The successful Bidder/Contractor represents and warrants that by submitting this bid for this proposal work, he/she has been at the job site and has thoroughly and fully examined the existing conditions, all of the contract documents, and has to his/her satisfaction prepared this bid inclusive of all labor and materials necessary to complete this project.

Bidder/Contractor also affirms that he/she has completely and thoroughly examined **ALL** bid documents and represents and warrants that there are no inconsistencies, ambiguities or "gaps" contained therein, or if there were, he/she has requested in writing answers or clarifications of any and all inconsistencies, ambiguities, omissions or errors and has received information regarding same prior to submitting this bid. Once the Bidder/Contractor submits a bid for this work, no changes or additions to the contract shall be requested by Contractor or approved by Owner due to his/her failure to comply with this provision.

I have also received Addenda No(s). _____ and have included their provisions in my Bid.

BIDDER NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ **FAX:** _____

BID AMOUNT
TOTAL BID AMOUNT \$ _____

<u>BID CHECKLIST</u>
STATE FORM 96
BID BOND
SUPPLEMENTARY BID FORM
NON-COLLUSIVE BIDDING CERTIFICATION
SUBCONTRACTOR AND MANUFACTURER LIST
CONTRACTOR'S STATEMENT OF EEO
MANUFACTURER'S WARRANTY VERIFICATION

1 Clearly mark sealed bid envelope with your Name and Project Name & Number being bid.

2

3 NOTE: All lines and totals must be completed.

4

5

6 Completion Time: The undersigned here agrees, if awarded the contract, to pursue the work to
7 substantial completion within _____ calendar days after contract execution and authorization to
8 proceed barring strikes, civil strife, natural calamity or other events beyond control.

9

1 **ALTERNATES:** (Note: Add or Deduct Must Be Indicated.)

2 **Alternate No. 1 – Replace Plate and Heat Frame Exchanger:**

3 State the complete cost to remove the existing plate and frame heat exchanger and install new plate
4 and frame heat exchanger complete as scheduled.

5 Dollars \$ _____

6 **Alternate No. 2 – Building Loop Pumps:**

7 State the complete cost to remove and replace the (2) building loop pumps complete.

8
9 Dollars \$ _____

10
11
12

1 Use this form if Bidder is a Partnership:
2

3 IN TESTIMONY WHEREOF, the Bidder, (a firm) has hereunto set its hand this _____
4 Day of _____, 2023.
5

6
7 FIRM NAME _____
8
9 _____
10 (Signature)

11 Use this form if Bidder is a Corporation:

12
13 IN TESTIMONY WHEREOF, the Bidder, (a corporation) has caused this proposal to be signed by its
14 President and Secretary and affixed its corporate seal this _____ day of
15 _____, 2023.
16

17
18 CORPORATION NAME _____

19
20
21 President _____
22 (Signature)

23
24 Secretary _____
25 (Signature)
26

27
28
29
30
31 (SEAL)

32
33 THIS BID SHALL BE FURNISHED IN DUPLICATE, WITH BOTH COPIES ENCLOSED IN THE SEALED BID
34 ENVELOPE.
35

NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competition;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

(Corporation)

Date: _____ By: _____

This Non-Collusive Bidding Certificate must be submitted with the Bid.

END OF SUPPLEMENTARY BID FORM

1 **SUBCONTRACTOR AND MANUFACTURER LIST**

2

3 **Subcontractor List**

4

TRADE	Steel Fabricator			
Company:		Contact Name:		
Address:		Email:		
City/State/Zip		Phone:		Fax:
TRADE	Steel Erection			
Company:		Contact Name:		
Address:		Email:		
City/State/Zip		Phone:		Fax:
TRADE	Roofing			
Company:		Contact Name:		
Address:		Email:		
City/State/Zip		Phone:		Fax:
TRADE	Electrical Contractor			
Company:		Contact Name:		
Address:		Email:		
City/State/Zip		Phone:		Fax:
TRADE	Mechanical Contractor			
Company:		Contact Name:		
Address:		Email:		
City/State/Zip		Phone:		Fax:
TRADE	Plumbing Contractor			
Company:		Contact Name:		
Address:		Email:		
City/State/Zip		Phone:		Fax:
TRADE	Piping & Sheet Metal Insulation Contractor			
Company:		Contact Name:		
Address:		Email:		
City/State/Zip		Phone:		Fax:

5

1

TRADE	Controls Installation Contractor (CIC)				
Company:		Contact Name:			
Address:		Email:			
City/State/Zip		Phone:		Fax:	
TRADE					
Company:		Contact Name:			
Address:		Email:			
City/State/Zip		Phone:		Fax:	
TRADE					
Company:		Contact Name:			
Address:		Email:			
City/State/Zip		Phone:		Fax:	
TRADE					
Company:		Contact Name:			
Address:		Email:			
City/State/Zip		Phone:		Fax:	

2

1 **Manufacturer List**
 2

TRADE			
Company:		Contact Name:	
Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	
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Company:		Contact Name:	
Phone:		Email:	

Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	
TRADE			
Company:		Contact Name:	
Phone:		Email:	

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CONTRACTOR'S STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

The undersigned contractor declares to Centerville-Abington Community Schools that the following is its policy with respect to equal employment opportunity:

1. That in the hiring of employees for the performance of work under any contract or any subcontract with Centerville-Abington Community Schools, neither it nor any of its subcontractors, nor any of its subcontractors, nor any person acting on behalf of it or any of its subcontractors, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment related.
2. That neither it nor any of its subcontractors, nor any person or behalf of it or any of its subcontractors, shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.

Executed at _____, _____, this _____ day of _____, 2023.
(City) (State)

CONTRACTOR

1
2
3
4

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DRAFT AIA® Document A305™ – 2020

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.

SUBMITTED BY: (Organization name and address.)
« »

SUBMITTED TO: (Organization name and address.)
« »

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.)

« »

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that 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)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

« »

Date

« »

Printed Name and Title

NOTARY

State of: « »

County of: « »

Signed and sworn to before me this « » day of « » « »

Notary Signature

My commission expires: « »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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DRAFT AIA® Document A305™ – 2020

Exhibit B

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:

« »

§ 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?

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<< >>

- .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?

<< >>



DRAFT AIA® Document A305™ – 2020

Exhibit C

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.)

«Centerville-Abington Jr/Sr High School - Cooling Tower Replacement»
«509 Willow Grove Road
Centerville, IN 47330»

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?

« »

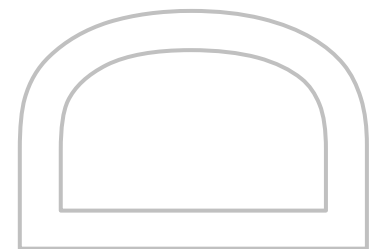
§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

« »

§ 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

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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.3.2.2.2? 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:

<< >>

DRAFT AIA® Document A305™ - 2020

Exhibit D

Contractor's Past Project Experience

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

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AIA[®] Document A305™ – 2020 Exhibit E

Contractor's Past Project Experience, Continued

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

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DRAFT AIA® Document G709™ - 2018

Proposal Request

PROJECT: *(name and address)*
Centerville-Abington Jr/Sr High School
- Cooling Tower Replacement
509 Willow Grove Road
Centerville, IN 47330

CONTRACT INFORMATION:
Contract For: General Construction

Date:

Architect's Project Number: 473004.00
Proposal Request Number: PR-000

Proposal Request Date:

OWNER: *(name and address)*
Centerville-Abington Community
Schools
115 West South Street
Centerville, IN 47330

ARCHITECT: *(name and address)*
The Moake Park Group, Inc.

7223 Engle Road, Suite 200
Fort Wayne, IN 46804

CONTRACTOR: *(name and address)*

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

ATTACHMENTS:

In response to this request, the Contractor represents that he has re-examined ALL aspects of this project including Drawings, Specifications, Project and Field Conditions. Contractor further represents that he has included ALL applicable Labor, Materials, etc., necessary to complete this proposed work, including that which may be required of other contractors, sub-contractors, etc., in the completion of this work.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE

DRAFT AIA® Document G714™ - 2017

Construction Change Directive

PROJECT: <i>(name and address)</i> Centerville-Abington Jr/Sr High School Cooling Tower Replacement 509 Willow Grove Road Centerville, IN 47330	CONTRACT INFORMATION: Contract For: General Construction Date:	CCD INFORMATION: Directive Number: CCD-000 Date:
OWNER: <i>(name and address)</i> Centerville-Abington Community Schools 115 West South Street Centerville, IN 47330	ARCHITECT: <i>(name and address)</i> The Moake Park Group, Inc. 7223 Engle Road, Suite 200 Fort Wayne, IN 46804	CONTRACTOR: <i>(name and address)</i>

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$0.00
 - Unit Price of \$ per
 - Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

The Moake Park Group, Inc.

Centerville-Abington Community
Schools

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

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DRAFT AIA® Document G701™ - 2017

Change Order

PROJECT: *(Name and address)*
 Centerville-Abington Jr/Sr High School
 - Cooling Tower Replacement
 509 Willow Grove Road
 Centerville, IN 47330

CONTRACT INFORMATION:
 Contract For: General Construction

 Date:

CHANGE ORDER INFORMATION:
 Change Order Number: CO-000

 Date:

OWNER: *(Name and address)*
 Centerville-Abington Community
 Schools
 115 West South Street
 Centerville, IN 47330

ARCHITECT: *(Name and address)*
 The Moake Park Group, Inc.

 7223 Engle Road, Suite 200
 Fort Wayne, IN 46804

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
 The net change by previously authorized Change Orders
 The Contract Sum prior to this Change Order was
 The Contract Sum will be increased by this Change Order in the amount of
 The new Contract Sum including this Change Order will be

 The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	0.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

The Moake Park Group, Inc.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

Centerville-Abington Community Schools

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

DRAFT AIA® Document G710™ - 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*
Centerville-Abington Jr/Sr High School
- Cooling Tower Replacement
509 Willow Grove Road
Centerville, IN 47330

CONTRACT INFORMATION:
Contract For: General Construction

Date:

ASI INFORMATION:
ASI Number: ASI-000

Date:

OWNER: *(name and address)*
Centerville-Abington Community
Schools
115 West South Street
Centerville, IN 47330

ARCHITECT: *(name and address)*
The Moake Park Group, Inc.

7223 Engle Road, Suite 200
Fort Wayne, IN 46804

CONTRACTOR: *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ATTACHMENTS:

In response to this request, the Contractor represents that he has re-examined ALL aspects of this project including Drawings, Specifications, Project and Field Conditions. Contractor further represents that he has included ALL applicable Labor, Materials, etc., necessary to complete this proposed work, including that which may be required of other contractors, sub-contractors, etc., in the completion of this work.

ISSUED BY THE ARCHITECT:

The Moake Park Group, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

DRAFT AIA® Document G704® - 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Centerville-Abington Jr/Sr High School
- Cooling Tower Replacement
509 Willow Grove Road
Centerville, IN 47330

CONTRACT INFORMATION:
Contract For: General Construction

Date:

CERTIFICATE INFORMATION:
Certificate Number:

Date:

OWNER: *(name and address)*
Centerville-Abington Community
Schools
115 West South Street
Centerville, IN 47330

ARCHITECT: *(name and address)*
The Moake Park Group, Inc.

7223 Engle Road, Suite 200
Fort Wayne, IN 46804

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

The Moake Park Group,
Inc.

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR (*Firm Name*)
Centerville-Abington
Community Schools

SIGNATURE

PRINTED NAME AND TITLE

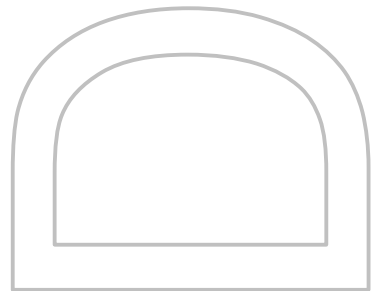
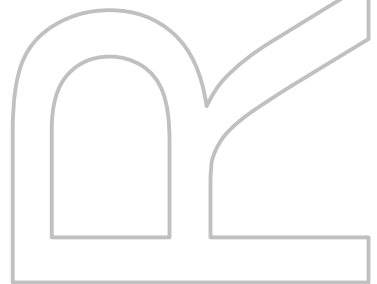
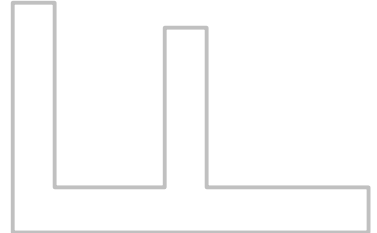
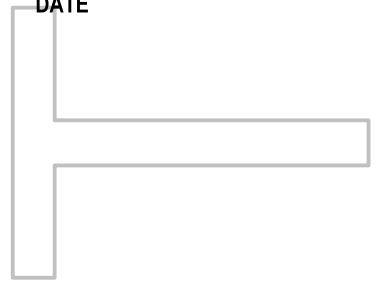
DATE

OWNER (*Firm Name*)

SIGNATURE

PRINTED NAME AND TITLE

DATE



Application and Certificate for Payment

TO OWNER: Centerville-Abington Community Schools
 115 West South Street
 Centerville, IN 47330

PROJECT: Centerville-Abington Jr./Sr High School - Cooling Tower Replacement
 509 Willow Grove Road
 Centerville, IN 47330

FROM CONTRACTOR: The Moake Park Group, Inc.
 7223 Engle Road, Suite 200
 Fort Wayne, IN 46804

VIA ARCHITECT: []

CONTRACTOR FOR: General Construction
CONTRACT DATE: [] / [] / []
PROJECT NOS: 473004.00 / [] / []

APPLICATION NO: []
PERIOD TO: []

Distribution to:
 OWNER:
 ARCHITECT:
 CONTRACTOR:
 FIELD:
 OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$0.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$0.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$0.00
 - b. 0 % of Stored Material (Column F on G703) \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00
6. TOTAL EARNED LESS RETAINAGE \$0.00
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0.00
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: []
 By: [] Date: []
 State of: []
 County of: []
 Subscribed and sworn to before me this [] day of []
 Notary Public: []
 My Commission expires: []

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: []
 By: [] Date: []

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1 **A101-2017 AGREEMENT BETWEEN OWNER AND CONTRACTOR + EXHIBIT A**

2

3 The Agreement shall be A101-2017 Agreement Between Owner and Contractor Agreement along with
4 A101-2017 Exhibit A. A “DRAFT” copy of which is bound within these documents, and which when
5 executed, will become a part of the Contract Documents of the successful bidder.

6

7

8 **END OF SECTION**

9

1

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DRAFT AIA® Document A101® - 2017

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

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

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

«Centerville-Abington Community Schools»«»
«115 West South Street
Centerville, IN 47330»
«»
«»

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

« »« »
« »
« »
« »

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

«Centerville-Abington Jr/Sr High School - Cooling Tower Replacement»
«509 Willow Grove Road
Centerville, IN 47330»
« »

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

«The Moake Park Group, Inc.»«»
«7223 Engle Road, Suite 200
Fort Wayne, IN 46804»
«»
«»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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.
- [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- [« »]

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

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

§ 3.3 Substantial Completion

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

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

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

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

<< >>

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

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

§ 5.2 Final Payment

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

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

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

<< >>

§ 5.3 Interest

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

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

<< >>

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§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

<< >>

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

<< >>

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

<<>>
<<>>
<<>>
<<>>
<<>>
<<>>

§ 8.3 The Contractor’s representative:

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

<< >>
<< >>
<< >>
<< >>
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<< >>

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

§ 8.5 Insurance and Bonds

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

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

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

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

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Insert the date of the E203-2013 incorporated into this Agreement.)

<< >>

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

« »

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

OWNER (Signature)

«»«»

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

«Centerville-Abington Jr/Sr High School - Cooling Tower Replacement»
«509 Willow Grove Road
Centerville, IN 47330»

THE OWNER:
(Name, legal status and address)

«Centerville-Abington Community Schools»«»
«115 West South Street
Centerville, IN 47330»

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance 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. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

- [] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- [] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- [] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- [] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- [] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- [] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] § **A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § **A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ **A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ **A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ **A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage 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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ **A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ **A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than << >> (\$ << >>) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than << >> (\$ << >>) each accident, << >> (\$ << >>) each employee, and << >> (\$ << >>) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than << >> (\$ << >>) per claim and << >> (\$ << >>) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than << >> (\$ << >>) per claim and << >> (\$ << >>) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than << >> (\$ << >>) per claim and << >> (\$ << >>) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [« »] § A.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

<< >>

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GENERAL CONDITIONS



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Centerville-Abington Jr/Sr High School - Cooling Tower Replacement
509 Willow Grove Road
Centerville, IN 47330

THE OWNER:

(Name, legal status and address)

Centerville-Abington Community Schools
115 West South Street
Centerville, IN 47330

THE ARCHITECT:

(Name, legal status and address)

The Moake Park Group, Inc.
7223 Engle Road, Suite 200
Fort Wayne, IN 46804

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

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

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

Init.

15 CLAIMS AND DISPUTES



Init.

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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.

§ 1.1.6.1 See Supplementary Conditions.

§ 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.

§ 1.1.9 See Supplementary Conditions.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.2.4 See Supplementary Conditions.

§ 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.

§ 1.5.3 See Supplementary Conditions.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.1.2.1 See Supplementary Conditions

§ 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.

§ 3.4.4 – 3.4.7 See Supplementary Conditions.

§ 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.

§ 3.5.3 – 3.5.8 See Supplementary
§
Conditions.

§ 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.

§ 3.6.1 – 3.6.2.1 See Supplementary Conditions.

§ 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.

§ 3.7.1.1 See Supplementary Conditions.

§ 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.

§ 3.7.6 See Supplementary Conditions.

§ 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.

§ 3.10.1.1 See Supplementary Conditions.

§ 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.

§ 3.12.5.1 See Supplementary Conditions.

§ 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.

§ 3.12.8.1 – 3.12.8.3 See Supplementary Conditions.

§ 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.

§ 3.13.1 – 3.13.3 See Supplementary Conditions.

§ 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.

§ 3.14.3 See Supplementary Conditions.

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

§ 3.19 As-Built Requirements

§ 3.19.1 See Supplementary Conditions.

§ 3.20 Retainage Escrow Agreement

§ 3.20.1 See Supplementary Conditions.

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.

§ 4.1.1.1 See Supplementary Conditions.

§ 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.

§ 7.1.4 – 7.1.4.2 See Supplementary Conditions.

§ 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.

§ 7.2.2 See Supplementary Conditions.

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.1.4 See Supplementary Conditions.

§ 8.1.5 See Supplementary Conditions.

§ 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.

§ 8.3.1 See Supplementary Conditions.

§ 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.

§ 9.2 – 9.2.3 See Supplementary Conditions.

§ 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.

§ 9.3.3.2 See Supplementary Conditions.

§ 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.

§ 9.5.1.8 See Supplementary Conditions.

§ 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.

§ 9.6.9 See Supplementary Conditions.

§ 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.

§ 9.8.1.1 See Supplementary Conditions.

§ 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.

§ 9.8.5 See Supplementary Conditions.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

§ 9.10.2 See Supplementary Conditions.

§ 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.

§ 10.2.1.4 See Supplementary Conditions.

§ 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.

§ 10.3.1.1 See Supplementary Conditions.

§ 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.

§ 10.4.1 See Supplementary Conditions.

§ 10.5 OSHA

§ 10.5.2 See Supplementary Conditions.

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.

§ 11.1.1.1 – 11.1.1.14 See Supplementary Conditions.

§ 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.

§ 11.1.2.1 – 11.1.2.7 See Supplementary Conditions.

§ 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.

§ 11.1.3.1 – 11.1.3.2 See Supplementary Conditions.

§ 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.

§ 11.1.5 See Supplementary Conditions.

§ 11.2 Owner's Insurance

§ 11.2.1 – 11.2.1.4 See Supplementary Conditions.

§ 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.

§ 11.5.1.1 – 11.5.1.2 See Supplementary Conditions.

§ 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

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uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.1 See Supplementary Conditions.

§ 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.

§ 13.4.7 – 13.4.8 See Supplementary Conditions.

§ 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.

§ 13.6 – 13.7.2 See Supplementary Conditions.

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.

§ 14.1.1.5 See Supplementary Conditions.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.1 See Supplementary Conditions.

§ 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.

§ 15.2.5 – 15.2.5.1 See Supplementary Conditions.

§ 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 See Supplementary Conditions.

§ 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.

§ 15.2.6.1 See Supplementary Conditions.

§ 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.

§ 15.2.8 See Supplementary Conditions.

§ 15.3 Mediation

§ 15.3 – 15.3.4 See Supplementary Conditions.

§ 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 – 15.4.4.3 See Supplementary Conditions.

§ 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.

| § 16.1 – 16.1.1 See Supplementary Conditions.

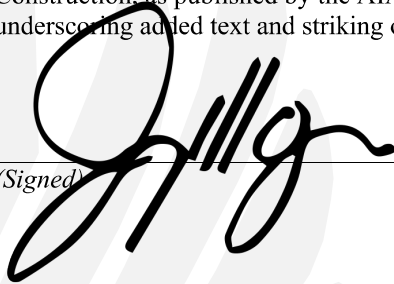
| § 17.1.1 See Supplementary Conditions.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeremy M. Ogle, AIA & Vice President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 10:40:21 ET on 12/19/2022 under Order No. 4104238194 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



Jeremy M. Ogle, AIA & Vice President

(Title)

December 19, 2022

(Dated)

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1 SUPPLEMENTARY CONDITIONS

2
3 General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, is a
4 part of the Contract Documents. The following Supplementary Conditions are to modify or add
5 conditions to the standard AIA document. In case of conflict, the Supplementary Conditions
6 shall govern. Where any part of the AIA General Conditions remain unaltered or not referred to
7 herein, the unaltered provisions shall remain in effect.

8
9
10 1. ARTICLE 1 - GENERAL PROVISIONS

11
12 a. Article 1.1 - Basic Definitions: Add the following paragraph:

13
14 1.1.6.1 Each section of the contract specifications shall be governed by the
15 requirements and provisions of the rest of the contract documents
16 including the Drawings, General, Supplemental and other Conditions, all
17 addenda and modifications issued after execution of the contract.

18
19 b. Add the following Subparagraphs 1.1.9 to Paragraph 1.1:

20
21 1.1.9 The listed terms used in the Contract Documents shall have the meanings
22 as follows:

23
24 Products: Means new material, machinery, components, equipment,
25 fixtures, and systems forming the Work, but does not include machinery
26 and equipment used for preparation, fabrication, conveying and erection
27 of the Work. Products may also include existing materials or components
28 required for reuse.

29
30 Furnish or Supply: To supply and deliver, unload, inspect for damage.

31
32 Install: To unpack, assemble, erect, apply, place, finish, cure, protect,
33 clean, and ready for use.

34 Provide: To furnish or supply, plus install.

35
36 "Comparable" means equal to or exceeds all specifications.

37
38 c. Add the following Subparagraph 1.2.4 to Paragraph 1.2:

39
40 1.2.4 In general, mechanical and electrical drawings are diagrammatic and
41 schematic, and cannot indicate every offset, fitting, and accessory

1 required to avoid all conflict with other trades. Contractor shall check
2 drawings of all trades to verify spaces available and make reasonable
3 modification, as directed, without extra cost to Owner; maintain
4 headroom and other requirements in all areas; and where such
5 requirements appear inadequate, notify Architect before proceeding.

6
7 d. Article 1.5 - Ownership and Use of Drawings, Specifications, and Other
8 Instruments of Service: Add the following Paragraph:

9
10 1.5.3 All Drawings, Specifications, and related documents prepared by the
11 Contractor specifically for the Project shall become the property of the
12 Owner.

13
14 2. ARTICLE 2 - OWNER

15
16 a. Article 2.1 - General: Add the following subparagraph:

17
18 2.1.2 Delete paragraph in its entirety. ADD the following: The Work is to
19 proceed as a no-lien Project in accordance with the laws of the State of
20 Indiana regarding public projects and Indiana case law. Contractor shall
21 provide to the Owner both a Payment Bond and a Performance Bond as
22 required by Indiana Code 36-1-12. The Contractor, for itself and for all
23 who claim through the Contractor, acknowledges and agrees that this is a
24 public project and, therefore, no lien shall attach to the real estate on
25 which the Project is located or to any improvements now existing or to
26 be constructed thereon in favor of the Contractor or any Subcontractor,
27 mechanic, journeyman, laborer, material vendor, lessor of tools or
28 equipment or any other party who may furnish work, materials,
29 equipment, services, tools or machinery for the design or construction of
30 improvements on the land. The Contractor shall also provide written
31 notice of the no-lien status of this Project to all of its Subcontractors,
32 material suppliers, equipment lessors and other that provide labor,
33 material, equipment and/or services for the Project. The Owner shall
34 notify the Contractor of any known attempts by a Subcontractor, sub-
35 subcontractor, material supplier, equipment lessor or any other person
36 or entity which has provided labor, material, equipment and/or services
37 with respect to the Work to file a lien against the Project and the
38 Contractor shall take prompt action to have any asserted lien released,
39 bonded-off or otherwise removed from the Project.

1 **3. ARTICLE 3 - CONTRACTOR**

2
3 a. Article 3.4 - Labor and Materials: Add paragraphs 3.4.4, 3.4.5, 3.4.6, and 3.4.7 as
4 follows:

5
6 3.4.4 Materials shall conform to manufacturer's standards in effect at the date
7 of issuance of the proposed Contract Documents and shall be installed in
8 strict accordance with manufacturer's directions.

9
10 3.4.5 Where the Contract Documents require the Work, or any part of same, to
11 be above the standards required by applicable laws, ordinances, rules,
12 and regulations and other statutory provisions pertaining to the Work, or
13 above the quality of normal construction or trade standards, such Work
14 shall be performed and completed by the Contractor in accordance with
15 the Contract Documents.

16
17 3.4.6 Immediately after the issuance of a Letter of Intent or the award of the
18 Contract for the Work to the Contractor, and prior to the first Request for
19 Payment, the contractor shall submit to the Owner and the Architect a
20 schedule indicating the name of manufacturers of all material and
21 equipment which he and his Subcontractors propose for use in the Work.
22 No material or equipment shall be ordered until acceptance of the
23 manufacturer is received from the Owner and the Architect.

24
25 3.4.7 Identifying Markings: Where the manufacturer's name, patent numbers,
26 Underwriter's labels, model numbers, or similar identifying marks are
27 required, locate such markings as inconspicuously as possible. In no case
28 will such marks be acceptable as part of basic design.

29
30 b. Article 3.5 - Warranty: Add the following new paragraphs:

31
32 3.5.3 The Contractor shall Warrant that all materials and workmanship of all of
33 the Work of the Contract will be serviceable, satisfactory, and will
34 perform dependably, without excessive or unusual maintenance or care,
35 the functions for which it was designed for a period of at least one year
36 from the date of Substantial Completion, and for such longer periods and
37 special requirements as may be specified for individual types of
38 materials, equipment, or Work, under individual Sections of the
39 Specifications. Such warranty is in addition to and independent of any
40 warranty or guarantee of any Subcontractor, Supplier, or Manufacturer.
41

1 3.5.4 If, within any guarantee period, repairs or changes are required in
2 connection with guaranteed work which, in the opinion of the Architect,
3 is rendered necessary as the result of materials, equipment, or
4 workmanship which are inferior, defective, or not in accordance with the
5 terms of this contract, the Contractor shall promptly upon receipt of
6 notice from the Owner place in satisfactory condition in every particular
7 all of such guaranteed work correct all defects therein; and make good all
8 damage to the building or site, or equipment, or contents thereof which,
9 in the opinion of the Architect, is the result of the use of materials,
10 equipment, or workmanship which are inferior, defective, or not in
11 accordance with the terms of the contract; and make good any work or
12 material, or the equipment and contents of said building or site disturbed
13 in fulfilling any such guarantee.

14
15 3.5.5 In any case where in fulfilling the requirements of the contract or any
16 guarantee, embraced in or required thereby, the Contractor disturbs any
17 work guaranteed under another contract, he shall restore such disturbed
18 work to a condition satisfactory to the Architect and guarantee such
19 restored work to the same extent as it was guaranteed under such other
20 contract.

21
22 3.5.6 In the event any of the equipment specified, supplied and installed under
23 this contract should fail to produce capacities or meet design
24 specifications as published or warranted by the manufacturer of the
25 equipment involved, the Contractor shall remove and replace such
26 equipment with equipment that will meet requirements without cost to
27 the Owner.

28
29 3.5.7 Commence any work required hereunder within seven (7) working days
30 after receipt of written notice to do so by the Owner. If the Contractor
31 fails or neglects to do so or to complete the fulfillment of the required
32 obligations hereunder within thirty (30) days of receipt of said notice or
33 such longer period as may be authorized by the Owner, the Owner shall
34 have the right to perform all or any part of the Work or employ another
35 person to do all or part of such Work and charge the expense thereof to
36 the Contractor.

37
38 3.5.8 Refer to Division 1 "Product Data"

39
40 c. Article 3.6 Taxes: Add the following paragraph:
41

1 3.6.1 The Contractor shall pay all unemployment, social security, and other
2 such taxes imposed by local, state, or federal government.

3 3.6.2 The Owner is not subject to Indiana Retail Sales Tax or Federal Excise Tax,
4 and therefore these taxes should not be included in Contactor's Bid or
5 costs.

6
7 .1 Exemption Certificates for these taxes will be furnished by the
8 Owner.

9
10 d. Add the following paragraph 3.7.1.1 to Subparagraph 3.7.1:

11
12 .1 A copy of the building permit shall be submitted to the Owner prior to
13 the start of on-site work.

14
15 Add the following Subparagraphs 3.7.6 to 3.7:

16
17 3.7.6 The Work, shall comply with all Rules and Regulations of the Fire
18 Prevention and Building Safety Commission, local ordinances, and such
19 other statutory provisions pertaining to this class of work, such rules and
20 regulations and local ordinances shall be considered as part of these
21 Specifications. The Contractor entering into Contract with the owner
22 shall be knowledgeable of known ordinances and regulations, and shall
23 notify the Architect of any deviation in the Contract Documents from
24 such rules and regulations.

25
26 e. Article 3.10 – Contractor's Construction Schedule: Add the following paragraph:

27
28 3.10.1.1 No claim can be made against the Owner or Architect for any delay or
29 acceleration of the project for any reason(s) whatsoever (other than for
30 extension of the permitted time to complete the project). By submitting
31 this bid, the Contractor hereby accepts this condition and shall assume
32 all risk associated with the scheduling of the project, including but not
33 limited to any and all financial costs associated with project delay or
34 work acceleration. This provision shall be included in all subcontracts
35 issued by the Contractor for the project and be binding on said
36 subcontractors.

37
38 f. Article 3.12 - Shop Drawings, Product Data, and Samples: Add the following
39 subparagraph:
40

1 3.12.5.1 Contractor review and stamp Drawing indicating that all Drawings
2 meet or exceed standards indicated within the specifications.

3 3.12.8.1 The Architect's checking or approving of the Contractor's and
4 Subcontractor's Drawings does not relieve the Contractor from
5 responsibility for errors or omissions which may exist, even though
6 Work is done in accordance with such checked or approved
7 Drawings.

8
9 3.12.8.2 Where such errors or omissions are discovered later, they shall be
10 corrected by the Contractor irrespective of any approval by the
11 Architect.

12
13 3.12.8.3 A submittal containing a deviation is not notification. The deviation
14 MUST clearly be indicated on the transmittal page in writing so as to
15 bring the Architect's attention
16

17 g. Article 3.13 – Use of Site: Add the following Subparagraphs to Paragraph 3.13.

18
19 3.13.1 Contractor shall control sediment produced from Work activities in
20 compliance with City, State and Federal requirements.

21
22 3.13.2 “The Contractor shall abide by the rules of the Owner regarding the use
23 of the premises and will confine activities to the areas designated.”

24
25 3.13.3 The site is a NO Tobacco, NO Alcohol, NO Drugs, NO Firearms, NO Foul
26 Language site. If contractor or sub-contractor is found violating any of
27 the above items on site, the Contractor shall promptly remove the
28 offending parties and not allow their return.

29
30 h. Article 3.14 – Cutting and Patching: Add the following subparagraph 3.14.3 to
31 Paragraph 3.14:

32
33 3.14.3 Cutting and patching shall be done by the construction trade whose work
34 is being cut or patched irrespective of the Contractor responsible for or requiring
35 the cutting and patching work.

36
37 i. Add the following subparagraphs:

38
39 Article 3.19 – As-Built Requirements:
40
41

1 3.19.1 Survey - The Contractor shall employ and pay a competent registered
2 surveyor to provide all lines, marks, and levels necessary to the
3 Construction of the Work including, but not limited to, a permanent
4 benchmark, baseline, etc.

5 3.19.2 As-Built Drawings – Each Contractor shall provide As-Built Drawings
6 reflective of the work as part of the Operation and Maintenance manual.
7 The As-Built shall be submitted as part of the closeout package.

8
9 j. Article 3.20 – Retainage Escrow Agreement

10 Add the following paragraph:

11 3.20 Each Prime Contractor shall be responsible for the establishment and
12 cost of escrow with “**NAME OF FINANCIAL INSTITUTION**”.

13 3.20.1 Prime Contractor shall provide documentation of execution to the
14 Owner.

15
16
17
18
19 4. ARTICLE 4 – ARCHITECT

20
21 a. Article 4.1 – Architect: Add the following subparagraph:

22 4.1.1.1 Architect – As used herein and elsewhere in the Contract Documents, the
23 term “Architect” shall mean The Moake Park Group, Inc., acting
24 individually or through any agents, consultants, or representatives duly
25 authorized to act in its behalf.
26

27
28 5. ARTICLE 7 – CHANGES IN THE WORK

29
30 a. 7.1.4 Changes In Work Calculation: ADD the following paragraphs

31 7.1.4.1 The changes in work calculations for each Contractor and Sub-Contractor
32 shall include a detailed breakdown for the cost or credit of work directly
33 attributed to the change. For each labor level the hours and rate
34 including fringe benefits. For materials a breakdown for each item with
35 quantity and cost. Machinery list hours and cost or rental fee.
36

37 7.1.4.2 In subparagraph 7.1.4.1 the allowance for a combined overhead and
38 profit which shall be itemized as separate Contractor and Sub-Contractor
39 items included in the total cost to the Owner, shall **not exceed** the
40 following schedule:
41

- 1 .1 For the Contractor, for Work performed by the Contractor's own
- 2 forces, five percent (5%) of the cost for labor, materials and
- 3 Miscellaneous items directly attributed to the change.
- 4 .2 For the Contractor, for Work performed by their Subcontractor(s)
- 5 five percent (5%) of the amount due the Subcontractor(s).
- 6 .3 For each Subcontractor for Work performed by their own forces,
- 7 five percent (5%) of the cost of the cost for labor, materials and
- 8 Miscellaneous items directly attributed to the change.
- 9 .5 Cost to which overhead and profit is to be applied shall be
- 10 determined in accordance with paragraph 7.1.4.1
- 11 .6 Overhead and profit margins apply to both cost and credit changes
- 12 to the Contract

13
14 b. Add the following Subparagraph 7.2.2 to Paragraph 7.2:

15 7.2.2 Only, after execution of a Change Order may an amount be included in an

16 Application for Payment.

17

18

19 6. ARTICLE 8 - TIME

20
21 a. Article 8.1 - Definitions: Delete paragraph 8.1.4 and substitute with the

22 following:

23 8.1.4 Day: As used herein and elsewhere in the Contract Documents, the term

24 "day" shall mean a calendar day of 24 hours beginning at 12:00 midnight.

25 The term "working day" shall mean any calendar day except Saturdays,

26 Sundays, and Legal Holidays at the place of construction.

27
28
29 b. Article 8.1 - Definitions: Add paragraph 8.1.5 as follows:

30 8.1.5 Date of final Completion: As used herein and elsewhere in the Contract

31 Documents, the term "Date of Final Completion" shall mean the date of

32 the Final Certificate of Payment as described in 9.10.

33
34
35 c. Article 8.3.1 – Delay and Extensions of Time: Delete paragraph 8.3.1 and substitute

36 with the following:

37 8.3.1 If the Contractor is delayed at any time in the commencement or

38 progress of the Work by an act or neglect of the Owner or Architect, or of

39 an employee of either, or of a separate contractor employed by the

40 Owner; or by changes ordered in the Work; or by labor disputes, fire,

41

1 unusual delay in deliveries, unavoidable casualties or other causes
2 beyond the Contractor's control; or by delay authorized by the Owner
3 pending mediation and binding dispute resolution; or by other causes
4 that the Architect determines may justify delay (collectively, an
5 "Excusable Delay"), then the Contract Time shall be extended by Change
6 Order for such reasonable time as the Architect may determine but only
7 if the Contractor provides to the Owner written notice of such claimed
8 delay or disruption within twenty-one (21) days of the beginning of the
9 event causing the claimed Excusable Delay. Notwithstanding the
10 foregoing, the Contractor agrees that the construction schedule and the
11 Contract Time takes into account the information, forecasts, and
12 projections, available to the public from the Centers for Disease Control
13 and Prevention and current applicable governmental imposed
14 restrictions and limitations as of the date of this Agreement ("Current
15 COVID-19 Conditions and Projections"); and notwithstanding that the
16 current COVID-19 pandemic falls within the definition of an Excusable
17 Delay, to the extent that such pandemic "acts" in a manner, or results in
18 effects, materially consistent with (or more favorable than) the
19 applicable Current COVID-19 Conditions and Projections, Contractor shall
20 not be entitled to make a claim for an Excusable Delay based upon the
21 COVID-19 pandemic. For purposes of clarity, to the extent that the
22 COVID-19 pandemic "acts" in a manner, or results in effects, that are
23 both materially and adversely inconsistent with the applicable Current
24 COVID-19 Conditions and Projections, Contractor shall be entitled to
25 make claim for an Excusable Delay, all in accordance with the Contract
26 Documents.

27
28 **7. ARTICLE 9 - PAYMENTS AND COMPLETION**

29
30 a. Delete Paragraph 9.2 in its entirety and substitute the following:

31
32 **9.2 Schedule of Values**

33
34 Within 7 days after receipt of the Award and Notice to Proceed letter or
35 at the preconstruction meeting, whichever occurs first, the Contractor
36 shall submit to the Architect a Schedule of Values allocating the entire
37 Contract Sum to the various portions of the Work and prepared in such
38 form and supported by such data to substantiate its accuracy as the
39 Architect may require. This schedule, unless objected to by the Architect,
40 shall be used as a basis for reviewing the Contractor's Applications for
41 Payment.
42

1 Add the following Subparagraphs 9.2.1 and 9.2.2 to Paragraph 9.2:
2

3 9.2.1 The Schedule of Values shall be prepared in such a manner that each
4 major item of work and each subcontracted item of work is shown as a
5 single line item on AIA Document G703, Continuation Sheet for G702.
6

7 9.2.2 The Contractor shall submit a schedule of the estimated amount of each
8 monthly Application for Payment based on the Contractor's Construction
9 Schedule and Schedule of Values.
10

11 9.2.3 Schedule of Values shall have a line item "Project Closeout" to include
12 but not limited to Punch List, Owner's Manual, Waiver of Lien, As-Built
13 requirements, etc. Said line shall be .5% (1/2%) of contract value and will
14 not be paid out until all Closeout items have been received.
15

16 b. Add the following Clause 9.3.3.1, 9.3.3.2 to Subparagraph 9.3.3:
17

18 9.3.3.1 Contractor shall include a Partial Waiver of Lien form which covers all of
19 its Work from the prior Application and Certificate for Payment
20 Documents.
21

22 9.3.3.2 Contractor shall include Partial Waiver of Lien form from its
23 Subcontractors and major suppliers when requesting reduction in
24 retainage, which covers all of its Work from prior Application and
25 Certificate for Payment Documents.
26

27 c. Add the following Clause 9.5.1.8 to Subparagraph 9.5.1:
28

29 9.5.1.8 Failure to submit partial waivers of lien shall justify the withholding of
30 future payments until said delinquent waivers are received.
31

32 d. Add the following paragraph 9.6.9 to 9.6:
33

34 9.6.9 All contracts between a Contractor and an Indiana State agency concerning
35 any public building, work or improvement entered into which contracts are
36 in excess of \$100,000 are to be governed by the provisions of IC 36-1-12-
37 14; as are the rights and duties among the parties to the contract and any
38 subcontractors who do any work under the contract. All procedures will be
39 in strict accordance with Public Law 44 Law Acts of 1972.
40
41

1 e. Add 9.8.1.1 to be considered for Substantial Completion as previously defined.

2
3 9.8.1.1 The following shall be required:

- 4
5 a. Owner must have full and complete use of facility.
6 b. Owner must have Certificate of Occupancy by awarding agency.
7 c. Contractor complete list of work remaining and defective.

8
9 f. Delete Subparagraph 9.8.5 in its entirety and substitute the following:

10
11 9.8.5 The Certificate of Substantial Completion shall be submitted to the owner
12 and Contractor for their written acceptance of responsibilities assigned to
13 them in such Certificate. Contingent upon restriction listed in A101
14 Section 5.1.7.2 & 5.1.7.3 and upon such acceptance and consent of
15 surety, if any, the Owner shall make payment of retainage applying to
16 such Work or designated portion thereof. Such payment shall be
17 adjusted to withhold retainage applying to such Work or designated
18 portion thereof to withhold 200% of the value (reference IC 5-16-5.5-6)
19 for Work that is incomplete or not in accordance with the requirement of
20 the Contract Documents.

21
22 g. Delete Subparagraph 9.10.2 in its entirety and substitute the following:

23
24 9.10.2 Neither Final Payment nor any remaining retained percentage shall
25 become due until the Contractor submits to the Architect the following:
26 (1) Contractor's Affidavit of Payment of Debts and Claims (AIA Document
27 G706); (2) Contractor's Affidavit of Release of Liens (AIA Document
28 G706A); (3) Final waiver of lien forms for the Contractor, all
29 Subcontractors and major Suppliers; and (4) Consent of Surety to Final
30 Payment (AIA Document 707).

31
32 8. ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

33
34 a. Article 10.2 - Safety of Persons and Property: Add the following paragraph:

35
36 10.2.1.4 The Contractor shall confine his work, storage of materials, to an area
37 adjacent to the construction site to be designated by the Owner.

38
39 b. Add the following Clause 10.3.1.1 to Paragraph 10.3.1:

1 10.3.1.1 Asbestos-containing material (ACM): shall be as defined by the
2 Occupational Safety & Health Administration (OSHA) Regulation
3 (Standards – 29 CFR) Section 1926.1101(b).
4

5 c. Article 10.4 - Emergencies: Add the following paragraph:
6

7 10.4.1 The Contractor, subcontractor or other party present at the site shall
8 immediately inform the Owner of all emergencies.
9

10 d. Add the following Paragraph 10.5, Subparagraph 10.5.1 and Clause 10.5.1.1 to
11 Article 10:
12

13 10.5 Occupational Safety and Health Acts
14

15 10.5.1 These construction documents and the joint and several phases of
16 construction hereby contemplated are to be governed at all times by the
17 applicable provisions of the state and federal laws including, but not
18 limited to, the latest amendments of the following:
19

- 20 .1 Indiana Occupational Safety and Health Act of 1971 (I.C. 1971, 22-
21 8-1-1, et. seq., as amended)
22 .2 Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et. Seq.
23 as amended, and all relevant standards and regulations, including
24 but not limited to, Code of Federal Regulations Title 29 Parts 1910
25 (Occupational Safety and Health Standards) and 1926 (Safety and
26 Health Regulations of Construction)”
27

28 10.5.2 Contractor shall assume full responsibility for health and safety at the
29 construction site, including, but not limited to, the above mentioned laws
30 and regulations
31

32 9. ARTICLE 11 - INSURANCE AND BONDS
33

34 a. Add the following paragraphs to 11.1.1:
35

36 11.1.1.1 The Contractor shall not commence work under this contract until he
37 has obtained all insurance required as hereinafter specified and until
38 such insurance has been approved by the Owner, nor shall the
39 Contractor allow any subcontractor to commence work on his
40 subcontract until all similar insurance required of the subcontractor has
41 been so obtained and approved. Policies expiring on a fixed date before

1 final acceptance of the project must be renewed and evidence of such
2 renewal submitted to the Owner before such date.

3
4 11.1.1.2 The Contractor shall insure separately all materials destined to become
5 a part of the Work when such materials are stored away from the site
6 of the Work. Such insurance shall include the interest of the Owner
7 and shall be subject to review and inspection by the Owner.

8
9 Proof of Carriage

10
11 11.1.1.3 The Contractor shall furnish the Owner certificates of insurance
12 required. Such certificates shall provide for not less than thirty (30)
13 days' notice of cancellation or material change.

14
15 11.1.1.4 The Contractor shall insure separately or be responsible for all of its
16 equipment, tools, scaffolding, staging, towers, forms, and temporary
17 buildings, owned, borrowed or rented by the Contractor and
18 Subcontractors, and all materials and systems that are not intended to
19 become a part of the Project.

20
21 b. Add the following Subparagraph to Paragraph 11.1.2:

22
23 11.1.2.1 The Owner shall require the Contractor to furnish bonds covering
24 faithful performance of the Contract and payment of obligations
25 arising thereunder as stipulated in bidding requirements or
26 specifically required in the Contract Documents prior to the start of
27 Work on site or on the date of execution of the Contract, whichever
28 occurs first. If the Owner at any time, or justifiable cause shall be or
29 become dissatisfied with any surety or sureties related to the
30 currently held Performance and/or Payment Bonds, the Contractor
31 shall within five (5) days after written notice from the Owner,
32 substitute an acceptable bond (or bonds) in such form and sum and
33 signed by such other surety or sureties that may be satisfactory to
34 the Owner. The Premiums on such bond(s) shall be paid by the
35 Contractor. No further payments shall be deemed due or shall be
36 made until the new surety or sureties shall have furnished such
37 unacceptable bond to the Owner.

38
39 Add the following Clause 11.1.2.1.1 to Subparagraph 11.1.2.1:
40

1 11.1.2.1.1 The Contractor shall furnish a Performance and Payment Bond (AIA
2 Document A312), in an amount of at least equal to one hundred
3 percent (100%) of this Contract price as security for the faithful
4 performance of this Contract. The Contractor will be responsible
5 for payment of such bonds as a part of the Contract.
6

7 11.1.2 Compensation and Occupational Disease Insurance
8

9 11.1.2.2 The Contractor shall take out and maintain during the life of this
10 contract, Workmen's Compensation and Occupational Disease
11 Insurance, Employers Liability, for all of his employees employed at
12 the site of the project, in full compliance with the statutes of the
13 project, in full compliance with the statutes of Indiana applicable
14 thereto, and, in case any work is sublet, the Contractor shall require
15 the subcontractor similarly to provide Workmen's Compensation
16 and Occupation Disease Insurance for all of the latter's employees
17 unless such employees are covered by the protection afforded by
18 the Contractor. In case any class of employees engaged in
19 hazardous work under this contract at the site of the project are not
20 protected under Workmen's Compensation statute, the Contractor
21 shall provide and shall cause each subcontractor to provide
22 insurance coverage equal to that provided under the Workmen's
23 Compensation statute for the protection of his employees not
24 otherwise protected.
25

26 11.1.2.2.1 Workmen's Compensation and Employer's Liability Insurance in
27 amounts sufficient, in the opinion of the Contractor, the Owner,
28 and the Architect, to protect the Owner, the Architect, the
29 Contractor and the Subcontractors from all liability for bodily injury,
30 sickness, or disease (including death resulting at any time
31 therefrom) of any of their employees, including all liability or
32 damage which may arise by virtue of any statute or law in force or
33 which may hereafter be enacted.
34

35 Public Liability Insurance

36 11.1.2.3 The Contractor shall take out and maintain during the life of this
37 contract Commercial General Liability, including Personal Injury and
38 Property Damage Liability Insurance (construed as including
39 Contractor's Contingent or Protective Insurance if necessary to
40 protect the Contractor from damage claims arising from any
41 operation under this contract), including Completed Operations

1 Insurance, and Comprehensive Automobile Insurance, as shall
2 protect him for work covered by this contract from claims for
3 damages for personal injury or property damage which may arise
4 from operations under this contract, whether such operations be by
5 himself or by a subcontractor or by anyone directly employed by
6 either of them and the amounts of such insurance shall be:

7
8 Commercial General Liability in any amounts required by the Owner
9 and by the Architect, but not less than \$1,000,000 each occurrence,
10 and \$2,000,000 aggregate, as protection against all risks of damage
11 to or destruction of property; or bodily injury, sickness, or disease
12 (including death resulting at any time therefrom) of persons,
13 wherever located, resulting from any act, omission, or operation
14 under this Contract or in connection with the work thereunder.

15
16 General Contractor agrees to continue Completed Operations
17 coverage for one year after the work is accepted by the Owner.
18 Commercial General Liability shall include coverage on: Premises,
19 Operations, Independent Contractors (Protective Liability), Products
20 and Completed Operations, Contractual Liability as may be assumed
21 and insurable under this contract. There shall be no exclusions for
22 special hazards under Property Damage for "c," collapse caused by
23 grading or excavation; "u," underground property; "x," explosion or
24 blasting.

25
26 11.1.2.4 Contractor shall provide Comprehensive Automobile Liability
27 Insurance, including property damage, covering all owned or rented
28 equipment used in connection with the work to be performed
29 under this Contract, in the minimum amounts of \$500,000 per
30 person, \$500,000 per occurrence for bodily injury (including death
31 resulting at any time therefrom), and \$500,000 per occurrence for
32 property damage.

33
34 11.1.2.5 In addition to the above, each Prime Contractor will be required to
35 verify that he carries an Umbrella or Blanket Excess Liability
36 insurance coverage in an amount not less than \$2,000,000.

37
38 Subcontractors' Insurance

39
40 11.1.2.6 Contractor shall require all his subcontractors to effect and
41 maintain, during the entire period of performance and until

1 completion of the subcontract, Insurance in same kind and limits as
2 Contractor's insurance.

3
4 All risks of Physical Loss (Including Fire and Extended Coverage)

5
6 11.1.2.7 The General Contractor at his own expense shall provide fire and
7 extended coverage insurance protection for materials and
8 equipment belonging to the Contractor which is not to be worked
9 into the building, and the Owner assumes no responsibility for fire
10 and extended coverage or loss on such scaffolding, equipment or
11 materials which are not to be worked into the building. During the
12 entire construction period, the General Contractor shall provide
13 extinguishers of the type for the intended protection as approved
14 by NFPA and OSHA and shall provide such extinguisher in each
15 construction shed and temporary office, as well as in other
16 locations as reasonably required, and all other fire protection
17 reasonably required, to properly protect the project, and to comply
18 fully with the requirements of insurance underwriters for the
19 project and municipal county and state authorities.

20
21 c. Add the following Clauses 11.1.3.1 and 11.1.3.2 to Subparagraph 11.1.3:

22
23 11.1.3.1 The form of Certificates of Insurance shall be submitted in
24 duplicate. The Contractor shall furnish to the Owner copies of
25 endorsements that are subsequently issued amending coverage or
26 limits.

27
28 11.1.3.2 Certificates of such insurance shall be submitted to the Owner and
29 Architect prior to start of Work.

30
31 d. Add the following Subparagraph 11.1.5 to Paragraph 11.1:

32
33 11.1.5 The Owner shall not be liable to any person for the failure of the
34 Contractor or of any Subcontractor to carry any specified insurance
35 or to furnish proof of the carriage thereof to the Owner.

36
37 e. Delete Subparagraph 11.2.1 in its entirety and substitute the following:

38
39 11.2.1 At the Owner's discretion, property insurance shall be purchased and
40 maintained by the Owner, in a company or companies lawfully
41 authorized to do business in the jurisdiction in which the Project is

1 located, whether in the form of Builder’s Risk coverage or an Installation
2 Floater. The amount of coverage shall be equal to at least 100 percent of
3 the insurable portion of the project. Such property insurance shall be
4 maintained until final payment has been made as provided in Paragraph
5 9.10 or until no person or entity other than the Owner has an insurable
6 interest in the property, whichever is later. This insurance shall include
7 the interest of the Owner, the Contractor, Subcontractors and Sub-
8 contractor in the project. The Owner shall provide Contractor with a
9 copy of insurance coverage as requested.

10
11 f. Add Subparagraph 11.5.1.1:

12
13 11.5.1.1 If required in writing by any party in interest, the Owner as fiduciary
14 shall, upon the occurrence of an insured loss, give bond for the
15 proper performance of the Owner’s duties. The Owner shall
16 deposit in a separate account proceeds so received, which the
17 Owner shall distribute in accordance with such agreement as the
18 parties in interest may reach. If after such loss or no other special
19 agreement is made and unless the Owner terminates the Contract
20 for convenience, replacement of damaged property shall be
21 performed by the Contractor after notification of a Change in the
22 Work in accordance with Article 7.

23
24 11.5.1.2 The Owner as fiduciary shall have power to adjust and settle a loss
25 with insurers.

26
27 10. ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

28
29 a. Article 12.2 – Correction of Work: Add the following paragraph to Paragraph
30 12.2.1 as follows:

31
32 12.2.1.1 The Architect will provide one re-inspection per punch list item. Any
33 additional inspections required to verify conformance with the initial
34 punch list item (2) will be at the Contractor’s expense.

35
36
37 11. ARTICLE 13 - MISCELLANEOUS PROVISIONS

38
39 a. Article 13.4 - Tests and Inspections: Add the following paragraphs:

1 13.4.7 At any time, the Owner or Architect may request satisfactory evidence
2 that materials, supplies, or equipment conform to all requirements of all
3 Contract Documents.

4
5 13.4.8 When so directed by the Owner, the Contractor shall deliver test samples
6 of any materials or Work under the Contract to a designated independent
7 testing agency

8
9 b. Add the following paragraphs:

10
11 13.6 Code Compliance

12
13 13.6.1 All building construction work, and mechanical installations and
14 appliances connected therewith shall comply with all State
15 building Rules and Regulations, local ordinances, and such other
16 statutory provision pertaining to this class of work, such rules and
17 regulations and local ordinances to be considered as part of these
18 specifications. All contractors entering into contract agreements
19 with the Owner shall be held entirely responsible for knowledge
20 of all such ordinances and regulations, for compliance with them,
21 and for properly notifying the Architect of any deviation in the
22 drawings and specification s form such rules and regulations.

23
24 13.7 Owner Audit

25
26 13.7.1 The Contractor shall maintain all pertinent accounting records of
27 his costs and those of his Subcontractors on a generally
28 recognized accounting basis, including all supporting vouchers,
29 cancelled checks, purchase orders, time records, and similar data
30 as required to substantiate an expenditure, on the following:

- 31
32 (a) Changes in the Work performed on a “Cost Plus” basis.
33 (b) Suspension of Operations.
34 (c) Termination of the Contract.
35 (d) Wherever Contractor’s costs and expenses are subject to audit
36 by the Contract Documents.
37 (e) Employer records relating to common wage payments.

38
39 13.7.2 Said accounting records shall be subject to audit by the Owner,
40 and said records shall be available to Owner or his authorized
41 representative at mutually convenient times.

12. ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

- a. Delete Subparagraph 14.1.1 in its entirety and substitute the following:

14.1.1 Notwithstanding, the Owner and Contractor acknowledge and agree that this Contract is being executed during a public health emergency with respect to the COVID-19 virus as declared by the Secretary of Health and Human Services, and accordingly the Owner and the Contractor agree that these facts shall not be grounds to invoke any claim for relief under this Article 14, and that any extension or renewal of such declarations regarding COVID-19 shall be reasonably foreseeable by the parties.

13. ARTICLE 15 – CLAIMS AND DISPUTES

- a. Delete Subparagraph 15.2.1 in its entirety and substitute the following:

15.2.1 Claims, excluding those arising under Paragraphs 10.3, 10.4, 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 litigation of any arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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.

- b. Delete Subparagraph 15.2.5 in its entirety and substitute the following subparagraph 15.2.5 and Clause 15.2.5.1:

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 litigation.

1 .1 These General Conditions shall be governed by, construed and
2 interpreted in accordance with the laws of the State of Indiana.
3 Any action or judicial proceeding for the enforcement of these
4 General Conditions shall be instituted only in the Courts of Wayne
5 County, State of Indiana or the U.S. District Court in the Southern
6 District of Indiana.

7
8 c. Delete Subparagraph 15.2.6.

9
10 d. Delete Clause 15.2.6.1

11
12 e. Delete Subparagraph 15.2.8 in its entirety – Contract will be NO Lien

13
14 f. Delete Paragraph 15.3 including Subparagraphs 15.3.1, 15.3.2, 15.3.3 and 15.3.4.

15
16 g. Delete Paragraph 15.4 including all Subparagraphs.

17
18
19 13. ARTICLE 16 - AFFIRMATIVE ACTION (NEW ARTICLE)

20
21 a. Add the following new paragraphs:

22
23 16.1 - Equal Employment Opportunity:

24
25 16.1.1 During the performance of this contract, the Contractor agrees as
26 follows:

27 "The Contractor agrees not to discriminate against any employee
28 or applicant for employment because of race, religion, color, sex,
29 or national origin. The Contractor also agrees that applicants are
30 and will be treated in all matters, including (but not limited to)
31 rates of pay, promotion, and transfer, without regard to their
32 race, religion, color, sex, or national origin."

33
34
35 14. ARTICLE 17 – DOMESTIC STEEL (NEW ARTICLE)

36
37 a. Add the following new paragraph:

38
39 17.1.1 American manufactured steel products are required except where cost is
40 unreasonable, per IC 5-16-8-1 thru 6-16-8-5.

1 **END OF SUPPLEMENTARY CONDITIONS**

DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

«Centerville-Abington Community Schools»
«115 West South Street
Centerville, IN 47330»

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ «0.00»

Description:

(Name and location)

«Centerville-Abington Jr/Sr High School - Cooling Tower Replacement»
«509 Willow Grove Road
Centerville, IN 47330»

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

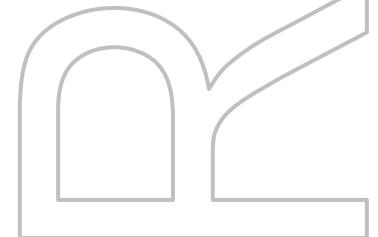
(Architect, Engineer or other party:)

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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


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

§ 16 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »



DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

«Centerville-Abington Community Schools»
«115 West South Street
Centerville, IN 47330»

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ «0.00»

Description:

(Name and location)

«Centerville-Abington Jr/Sr High School - Cooling Tower Replacement»
«509 Willow Grove Road
Centerville, IN 47330»

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

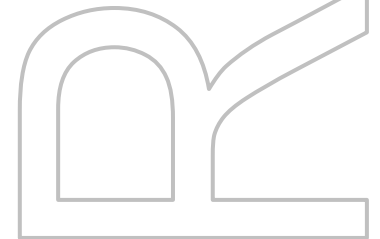
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>



DIVISION 01

1 **SECTION 011000 – SUMMARY OF WORK**

2
3 **PART 1 - GENERAL**

4
5 **1.1 RELATED DOCUMENTS**

- 6
7 A. Drawings and General Provisions of the Contract, including General and Supplementary
8 Conditions and other Division 01 Specification Sections, apply to Work of this Section.
9

10 **1.2 SUMMARY**

11 A. Section Includes:

- 12
13 1. Project information.
14 2. Work covered by Contract Documents.
15 3. Phased construction.
16 4. Work by Owner.
17 5. Work under separate contracts.
18 6. Future work.
19 7. Owner-furnished products.
20 8. Contractor-furnished, Owner-installed products.
21 9. Access to site.
22 10. Coordination with occupants.
23 11. Work restrictions.
24 12. Specification and drawings conventions.
25 13. Miscellaneous provisions.
26

27 B. Related Requirements:

- 28
29 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures
30 governing temporary use of Owner's facilities.
31

32 **1.3 PROJECT SUMMARY**

33 A. Project Identification: **Centerville–Abington Cooler Tower Replacement**

- 34
35 1. Project Location: **Centerville – Abington Jr/Sr High School**
36 **509 Willow Grove Road, Centerville, IN 47330**
37

38 B. Owner: **Centerville – Abington School Corporation**

- 39
40 1. Owner's Representative: **Dr. Mike McCoy, Superintendent**
41
42

1 C. Lead Design Consultant:

2
3 Architect: Jeremy M. Ogle, AIA – Project Manager Moake Park Group, Inc
4

5 D. Consultants: Moake Park Group, Inc. has retained the following design professionals who
6 have prepared designated portions of the contract documents:

- 7
8 1. Mechanical: Steve Baker, PE SCO Engineering
9 2. Electrical: Tom Offerle, PE SCO Engineering
10 3. Structural: Ethan Hess, PE Structural Engineering Services
11

12 E. The Owner maintains tax exempt status and all work shall be tax free. Owner shall provide
13 tax exempt documentation to Contractor.
14

15 F. All permits and fees associated with the construction are the responsibility of the Contractor
16 to pay.
17

18 G. All work performed by the Contractor shall comply with local and state codes/regulations.
19

20 H. Web-Based Project Software: Project software administered by Contractor will be used for
21 purposes of managing communication and documents during the construction phase.
22

- 23 1. See Section 011000 “Project Management and Coordination” for requirements for using
24 web-based Project software.
25

26 **1.4 WORK COVERED BY CONTRACT DOCUMENTS**

27 A. The work of the Project is defined by the Contract Documents and consists of the following:
28

- 29 1. Base Bid: The Project Base Bid consists work contained in the Project Manual.
30 2. Alternates: The project alternates are defined within the Construction documents and
31 numerated within the Alternates section of the Specifications Manual.
32

33 B. Type of Contract:
34

- 35 1. Project will be constructed under a single prime contract.
36
37 a. Temperature controls work shall be a separate contract direct to Owner.
38

39 **1.5 WORK BY OWNER**

40 A. General: Cooperate fully with Owner so work may be carried out smoothly, without
41 interfering with or delaying work under this Contract or by Owner. Coordinate the Work of
42 this Contract with work performed by Owner.
43

1 **1.6 WORK UNDER SEPARATE CONTRACTS**

2 A. General: Cooperate fully with separate contractors so work on those contracts may be
3 carried out smoothly, without interfering with or delaying Work under this Contract or other
4 contracts. Coordinate the Work of this Contract with work performed under separate
5 contracts.

- 6
7 1. Asbestos abatement shall be provided under separate contract. All contractors must
8 coordinate schedules and it is the responsibility of the General Contractor to
9 incorporate the work schedule of the abatement contractors into the master project
10 schedule with allocated time for removal and air testing.

11
12 **1.7 ACCESS TO SITE**

13
14 A. General: Each Contractor shall have limited use of Project site for construction operations as
15 indicated on Drawings by the Contract limits and as indicate by requirements of this section.

16
17 B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of
18 Project site beyond areas in which the Work is indicated.

- 19
20 1. Driveways, Walkways and Entrances: Keep driveways, loading areas and entrances
21 serving premises clear and available to Owner, Owner's employees and emergency
22 vehicles at all times. Do not use these areas for parking or for storage of materials.

- 23
24 a. Schedule deliveries to minimize use of driveways and entrance by construction
25 operations.
26 b. Schedule deliveries to minimize space and time requirements for storage of
27 material and equipment on site.

28
29 C. Condition of Existing Building: Maintain portions of existing building affected by
30 construction operations in a weathertight condition throughout construction period. Repair
31 damage caused by construction operations.

- 32
33 1. Protect staff and students from dangerous conditions that might result from
34 construction activities.

35
36 D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping and
37 hardscaping affected by construction operations throughout construction period. Repair
38 damage caused by construction operations.

39 E. Each Contractor shall limit the use of the premises for work and storage to allow work by
40 other Contractors and Owner occupancy. Storage of materials for construction activities in
41 existing buildings is permissible only upon approval by the assigned Owner Project
42 Coordinator.
43

1. Each Contractor shall assume complete responsibility for the protection and safekeeping of products under his contract, stored at the site.
2. Each Contractor shall move his stored products that interfere with the operation of the Owner or other Contractors.

1.8 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. 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 approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
3. Note that the primary functions of this school facility must continue and can not be interrupted by the construction activities. Special considerations for noise/dust/odor control must be provided to prevent disruption of the academic environment.
4. Contractors shall maintain an atmosphere of professionalism while on school grounds.
 - a. Use of profane or lewd language by workers will not be tolerated.
 - b. Any worker wearing clothing containing vulgar or inappropriate content will be asked to leave the premises immediately.
 - c. Use of radios/cell phones to play loud music will not be permitted.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 10:00 p.m., Monday through Friday, unless otherwise indicated.

1. School Year Hours: NONE of the phased work occurring during the school year will take place while school is in session. Typical shift work during the school year will be 3:30 p.m. to 12:00 a.m. Shiftwork after 12:00 a.m. will be on an as needed basis and coordinated with the Owner.
2. Weekend Hours: With Owner's prior approval, weekend hours may be permitted. Notification of need for weekend hours must be submitted no later than the Monday preceding weekend needed for work.

1 3. Hours for Utility Shutdowns: Power shutdowns must occur when the building is not
2 occupied and must be scheduled with the Owner in advance. Extended shutdowns
3 lasting more than 4 hours must occur on a weekend and utilize overnight periods to be
4 scheduled with the Owner.

5
6 C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner
7 or others unless permitted under the following conditions and then only after providing
8 temporary utility services according to the requirements indicated:

- 9
10 1. Notify Owner not less than seven (7) days in advance of proposed utility interruptions.
11 2. Obtain Owner’s written permission before proceeding with utility interruptions.

12
13 D. Noise, Vibration and Odors: Coordinate operations that may result in high levels of noise
14 and vibration, odors or other disruption to Owner occupancy with Owner.

- 15
16 1. Notify Owner not less than seven (7) days in advance of proposed disruptive operations.
17 2. Obtain Owner’s written permission before proceeding with disruptive operations.
18 3. Each Contractor and Sub-contractor shall take reasonable measures to limit activities
19 which cause undue noise during 2nd shift work which may affect neighboring residents.

- 20
21 a. Refrain from using telescoping forklifts to dump trash after 9:00 pm.
22 b. Take special care in closing storage containers at the end of the work shift (do not
23 slam container doors).
24 c. Schedule material and equipment deliveries during late afternoon hours only.

25
26 E. Restricted Substances: Use of tobacco products, e-cigarettes (vaping) and other controlled
27 substances on Project site is not permitted on Centerville-Abington Community Schools
28 property.

29
30 F. Employee Identification: Provide identification in the form of clothing or hard hats with
31 company logos for all Contractor and Sub-contractor personnel working on Project site.
32 Require personnel to wear identification at all times.

33
34 **1.10 SPECIFICATION AND DRAWING CONVENTIONS**

35 A. Specification Content: The Specifications use certain conventions for the style of language
36 and the intended meaning of certain terms, words and phrases when used in particular
37 situations. These conventions are as follows:

- 38
39 1. Imperative mood and streamlined language are generally used in the Specifications. The
40 words “shall”, “shall be” or “shall comply with”, depending on the context, are implied
41 where a colon (;) is used within a sentence or phrase.
42 2. Specification requirements are to be performed by Contractor unless specifically stated
43 otherwise.
44

- 1 B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the
2 Work of all Sections in the Specifications.
3
4 C. Drawing Coordination: Requirements for materials and products identified on Drawings are
5 described in detail in the Specifications. One or more of the following are used on Drawings
6 to identify materials and products:
7
8 1. Terminology: materials and products are identified by the typical generic terms used in
9 the individual Specifications Sections.
10 2. Abbreviations: Materials and products are identified by the typical generic terms as part
11 of the U.S. National CAD Standard and scheduled on Drawings.
12 3. Keynoting: Materials and products are identified by reference keynotes referencing
13 Specification Section numbers found in this Project Manual.
14

15 **1.11 MISCELLANEOUS PROVISIONS**

- 16 A. Asbestos Containing Materials (ACM)
17
18 1. Any ACM shall be removed by the Owner prior to the start of work schedule by the
19 Contractor.
20 2. If any other suspect ACM is discovered during the course of work, Contractor shall
21 promptly notify the Owner. Owner shall perform testing and, if determined to be
22 regulated asbestos containing building materials, Category I or Category II non-friable
23 asbestos containing materials, the Owner will be responsible to remove materials in
24 compliance with regulatory standards.
25 3. Contact Superintendent Mike McCoy.
26
27 B. Existing Conditions
28
29 1. Each Contractor is responsible to field verify existing conditions and dimensions. The
30 Contractor requiring said verification for the construction or fabrication of his material
31 shall be the Contractor responsible for procurement of the field information.
32 2. Notify the design architect/engineer promptly if existing field conditions differ from
33 those indicated on the bid documents. Do not remove or alter structural components
34 without prior written approval.
35
36 C. Each Contractor shall be responsible for securing his work and equipment at the close of
37 each work day.
38
39 D. Fire alarms: If the work requires repair, modifications or replacement of fire alarm systems
40 or components, the Contractors shall provide notification to the Owner a minimum of 72
41 hours before a fire alarm is rendered inactive.
42
43

- 1 1. If a fire alarm device is fouled with construction debris/duct/dirt and activates the alarm
2 system, the Contractor shall be solely responsible for all costs associated with false fire
3 truck dispatch and shall replace the soiled device with a new device matching the device
4 that initiated the alarm. Cleaning a triggering device is not acceptable.

5
6 **PART 2 - PRODUCTS (Not Applicable)**

7
8 **PART 3 - EXECUTION (Not Applicable)**

9
10 **END OF SECTION 011000**

11

1

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1 **SECTION 012300 - ALTERNATES**

2 **PART 1 - GENERAL**

3 **1.1 RELATED DOCUMENTS**

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

6 **1.2 SUMMARY**

- 7 A. This Section includes administrative and procedural requirements for alternates.

8 **1.3 DEFINITIONS**

- 9 A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work
10 defined in the Bidding Requirements that may be added to or deducted from the Base Bid
11 amount if Owner decides to accept a corresponding change either in the amount of
12 construction to be completed or in the products, materials, equipment, systems, or installation
13 methods described in the Contract Documents.

- 14 1. The cost or credit for each alternate is the net addition to or deduction from the
15 Contract Sum to incorporate alternate into the Work. No other adjustments are made
16 to the Contract Sum.

17 **1.4 PROCEDURES**

- 18 A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate
19 work of the alternate into Project.

- 20 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar
21 items incidental to or required for a complete installation whether or not indicated as
22 part of alternate.
23

- 24 B. Notification: Immediately following award of the Contract, notify each party involved, in
25 writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or
26 deferred for later consideration. Include a complete description of negotiated modifications
27 to alternates.
28

- 29 C. Execute accepted alternates under the same conditions as other work of the Contract.
30

- 31 D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification
32 Sections referenced in schedule contain requirements for materials necessary to achieve the
33 work described under each alternate.

1 **PART 2 - PRODUCTS (Not Used)**

2

3 **PART 3 - EXECUTION**

4 **3.1 SCHEDULE OF ALTERNATES**

5 A. Alternate No. 1: Replace plate and heat frame exchanger.

6 State the complete cost to remove the existing plate and frame heat exchanger and install new
7 plate and frame heat exchanger complete as scheduled.

8

9 B. Alternate No. 2: Building loop pumps.

10 State the complete cost to remove and replace the (2) building loop pumps complete.

11

12

13

14 **END OF SECTION 012300**

1 **SECTION 012500 - SUBSTITUTION PROCEDURES**

2
3
4 **PART 1 - GENERAL**

5
6 **1.1 SUMMARY**

- 7 A. This Section specifies administrative and procedural requirements for handling requests for
8 substitutions made before award of the Contract.

9
10 **1.2 DEFINITIONS**

- 11 A. Definitions used in this Article are not intended to change or modify the meaning of other
12 terms used in the Contract Documents.

- 13
14 B. Substitutions: Requests for changes in products, materials, equipment, and methods of
15 construction required by Contract Documents proposed by the Contractor before award of
16 the Contract are considered requests for "substitutions." The following are not considered
17 substitutions:

- 18
19 1. Revisions to Contract Documents requested by the Owner or Architect.
20 2. Specified options of products and construction methods included in Contract Documents.
21 3. The Contractor's determination of and compliance with governing regulations and orders
22 issued by governing authorities.

23
24 **1.3 SUBMITTALS**

- 25 A. Substitution Request Submittal: Requests for substitution will be considered if received at
26 least 10 days prior to the date for receipt of bids. Requests received after this time will not be
27 considered.

28
29
30 **PART 2 - PRODUCTS**

31
32 **2.1 SUBSTITUTIONS**

- 33 A. Contractor's Substitution Request Form: Bidders shall submit substitution requests to the
34 Owner on the "Contractor Substitution Request Form" attached at the end of this Section.

- 35
36 B. Conditions: The Contractor's substitution request will be received and considered by the
37 Owner's Representative when one or more of the following conditions are satisfied, as
38 determined by the Owner's Representative; otherwise requests will be returned without
39 action except to record noncompliance with these requirements.

- 40
41 1. Extensive revisions to Contract Documents are not required.
42 2. Proposed changes are in keeping with the general intent of Contract Documents.
43 3. The request is timely, fully documented and properly submitted.

- 1 4. The request is directly related to an "or equal" clause or similar language in the Contract
- 2 Documents.
- 3 5. The specified product or method of construction cannot be provided within the Contract
- 4 Time. The request will not be considered if the product or method cannot be provided as
- 5 a result of failure to pursue the Work promptly or coordinate activities properly.
- 6 6. The specified product or method of construction cannot receive necessary approval by a
- 7 governing authority.
- 8 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation
- 9 or other considerations of merit, after deducting offsetting responsibilities the Owner may
- 10 be required to bear. Additional responsibilities for the Owner may include additional
- 11 compensation to the Architect for redesign and evaluation services, increased cost of
- 12 other construction by the Owner or separate Contractors, and similar considerations.
- 13 8. The specified product or method of construction cannot be provided in a manner that is
- 14 compatible with other materials, and where the Contractor certifies that the substitution
- 15 will overcome the incompatibility.
- 16 9. The specified product or method of construction cannot be coordinated with other
- 17 materials, and where the Contractor certifies that the proposed substitution can be
- 18 coordinated.
- 19 10. The specified product or method of construction cannot provide a warranty required by
- 20 the Contract Documents and where the Contractor certifies that the proposed
- 21 substitution provides the required warranty.
- 22 11. Where a proposed substitution involves more than one prime Contractor, each Contractor
- 23 shall cooperate with the other Contractors involved to coordinate the Work, provide
- 24 uniformity and consistency, and to assure compatibility of products.
- 25
- 26 C. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data or
- 27 Samples that relate to construction activities not complying with the Contract Documents
- 28 does not constitute an acceptable or valid request for substitution, nor does it constitute
- 29 approval.

30
31 **PART 3 - EXECUTION (Not Applicable)**

32
33 **END OF SECTION 012500**

34

CONTRACTOR'S REQUEST FOR SUBSTITUTION

PROJECT: _____ DATE: _____

SPECIFICATION SECTION: _____ ITEM(S): _____

SPECIFIED MANUFACTURER: _____

SPECIFIED MODEL NO: _____

PROPOSED MANUFACTURER: _____

PROPOSED MODEL NO: _____

REASON/S FOR _____

REQUEST FOR _____

SUBSTITUTION _____

Attach complete technical data, including laboratory tests, if applicable, in duplicate.

A. Will approval affect dimensions shown on Drawings in any way?

No _____ Yes _____

Explain: _____

B. Will the Contractor pay for any changes to the building design, including engineering and detailing costs caused by the approval?

No _____ Yes _____

Explain: _____

C. Will approval affect the work of other trades?

No _____ Yes _____

Explain: _____

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41

D. Manufacturer's guarantees of the proposed and specified items are:

Same_____Different_____

Explain:_____

E. Does the proposed item meet all applicable Codes, Ordinances and regulations for this specific application?

No_____Yes_____

Explain:_____

F. Has proposed item been used locally in similar applications?

No_____Yes_____

Explain:_____

G. If approved, will the Owner receive a credit for the proposed alternate material?

No_____Yes_____

Explain:_____

H. Does the proposed alternate material meet the same applicable standards (ASTM, ANSI, UL, FS, etc.) as the specified item?

No_____Yes_____

Explain:_____

1 **It is the Contractor's responsibility to provide all information necessary to determine the proposed**
2 **alternate material is equal or better than the specified item. This includes any test reports, product**
3 **data, manufacturer's specifications, color samples, product samples or the like as may be required for an**
4 **evaluation.**

5
6 The Architect and Owner will not be required to prove any product is not equal or suitable to the Project.

7
8 SUBMITTED BY: _____

9
10
11
12 Firm: _____

13
14 Address: _____
15 _____

16
17 Phone: _____

18
19 Fax: _____

20
21 Signature: _____ Date: _____

22
23
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1 FOR ARCHITECT'S USE:

2

3 Not Acceptable _____

4

5 No Exceptions Taken _____

6

7 Acceptable Substitution _____

8

9

10

11 By: _____ Date: _____

1 **SECTION 012600 – CONTRACT MODIFICATION PROCEDURES**

2
3
4 **PART 1 GENERAL**

5
6 **1.1 GENERAL**

7
8 A. Minor Changes in the Work: The Owner will issue instructions authorizing minor changes in
9 the Work using the Procure Proposal Request (PR) Tool.

- 10
11 1. Owner-Initiated Proposal Requests: The Owner will issue a description of proposed
12 changes in the Work that require adjustment to the Contract Sum or Time. The
13 description may include supplemental or revised Drawings and Specifications.
14 2. Proposal Requests are for information only. Do not consider them an instruction to stop
15 work or to execute the proposed changes.
16 3. Within 5 days of receipt, submit an estimate of cost necessary to execute the change for
17 the Owner's review.

- 18
19 a. Include an itemized list of products required and unit costs, with the total amount of
20 purchases.
21 b. Indicate the effect the change will have on the Contract Time.
22 c. The cost of the Contractor's overhead and profit combined, to be included on any
23 Proposal Request, shall be based on the following schedule:
24
25 i. For extra Work performed by the Contractor's own forces, ten percent (10%) of
26 the cost.
27 ii. For extra Work performed by a Subcontractor of Contractor, five percent (5%)
28 of the amount due to the Subcontractor.
29 iii. For each Subcontractor or Sub-subcontractor involved, for extra Work
30 performed by its own forces, ten percent (10%) of the cost.
31 iv. For each Subcontractor, for extra Work performed by its Sub-subcontractors,
32 five percent (5%) of the amount due to the Sub-Subcontractor.
33 v. For Work deleted which would have been completed by Subcontractors of
34 Contractor, five percent (5%) shall be credited to the Owner as the allowance
35 for overhead and profit.

36
37 B. Contractor-Initiated Change Events: When unforeseen conditions require modifications, the
38 Contractor may submit a request for a change to the Owner. This should be done through a
39 formal REQUEST FOR INFORMATION (RFI). If the Owner deems necessary, a Proposal
40 Request will be issued.

- 41
42 1. Describe the proposed change. Indicate reasons for the change and the effect of the
43 change on the Contract Sum and Time.
44

- 1 2. Include an itemized list of products required and unit costs, with the total amount of
2 purchases. Use Pricing Summary Form along with supplemental backup information as
3 required for the Architect and Owner to conduct a full review of the proposed costs.
4 Pricing Summary must be in detail.
- 5 C. Proposal Request Form: Use Proposal Request (PR).
- 6
- 7 D. Allowance Adjustment: Approved Proposal Requests will be deducted from the Allowances
8 provided from the final change order.
- 9
- 10 E. Construction Change Directive: When Owner and Contractors disagree on the terms of a
11 Proposal Request, the Owner may issue a Construction Change Directive on AIA Form G714
12 instructing the Contractor to proceed with a change.
- 13
- 14 1. The Construction Change Directive contains a description of the change and designates
15 the method to be followed to determine changes in the Contract Sum or Time.
- 16
- 17 F. Documentation: Maintain detailed records on a time and material basis of work required by
18 the Construction Change Directive.
- 19
- 20 1. After completing the change, submit an itemized account and supporting data to
21 substantiate Contract adjustments.
- 22
- 23 G. Change Order Procedures: Upon the Owner's approval of a Proposal Request, the Owner
24 will include approved items in a Change Order on AIA Form G701.
- 25

26 **PART 2 - PRODUCTS (Not Applicable)**

27

28 **PART 3 - EXECUTION (Not Applicable)**

29

30

31 **END OF SECTION 012600**

1 **SECTION 012900 - PAYMENT PROCEDURES**

2
3
4 **PART 1 GENERAL**

5
6 **1.1 GENERAL**

- 7
8 A. Coordinate the Schedule of Values and Applications for Payment with the Contractor's
9 Construction Schedule, Submittal Schedule, and List of Subcontracts.
10
11 B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the
12 Contractor's Construction Schedule.
13
14 1. Correlate line items in the Schedule of Values with other required administrative
15 schedules and forms, including:
16
17 a. Contractor's Construction Schedule.
18 b. Application for Payment forms, including Continuation Sheets.
19 c. List of subcontractors
20 d. Schedule of Alternates.
21 e. List of products.
22 f. List of principal suppliers and fabricators.
23 g. Schedule of submittals.
24
25 2. Submit the Schedule of Values within 10 calendar days from execution of a contract with
26 the Owner.
27
28 C. Format and Content: Use the Project Manual table of contents as a guide to establish the
29 format for the Schedule of Values. Submit a Master Schedule of Values with a listing total
30 value for each individual school Project including accepted Alternates. This Master Schedule
31 of Values shall be submitted with each Application for Payment. Provide a separate Project
32 Schedule of Values for each School Project and accepted Alternates with complete breakdown
33 of the Contractor's contract sum showing the various items of the Work required for each
34 individual Project at the initial submittal requirement. Subsequent submittals with the
35 Application for Payment shall include the Master Schedule of Values supplemented with the
36 Project Schedule of Values for each Project that has started construction until completion for
37 that Project.
38
39 1. Include the following Project identification:
40
41 a. Project name and location.
42 b. Name of Architect.
43 c. Project number.
44 d. Contractor's name and address.
45 e. Date of submittal.

- 1 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the
2 following for each item listed:
3
4 a. Related Specification Section or Division.
5 b. Description of Work.
6 c. Name of subcontractor.
7 d. Name of manufacturer or fabricator.
8 e. Name of supplier.
9 f. Change Orders (numbers) that affect value.
10 g. Dollar value.
11 h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total
12 100 percent.
13
14 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of
15 Applications for Payment. Break subcontract amounts down into several line items.
16 Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
17 4. Provide a separate line item for each part of the Work where Applications for Payment
18 may include materials or equipment, purchased or fabricated and stored, but not yet
19 installed.
20
21 a. When invoicing for stored materials, provide the following in addition to
22 Application for Payment:
23
24 i. Provide proof of current certificate of insurance for the warehouse where
25 equipment is being stored.
26 ii. Provide a recordable security interest for stored equipment that is
27 protected by Contractor's creditors.
28 iii. Provide photographic documentation and/or allow for Architect
29 inspection of stored equipment.
30
31 5. Provide separate line items for initial cost of the materials, for each subsequent stage of
32 completion, and for total installed value.
33 6. Show line items for indirect costs and margins on costs only when such items are listed
34 individually in Applications for Payment. Each item in the Schedule of Values and
35 Applications for Payment shall be complete. Include the total cost and proportionate
36 share of general overhead and profit margin for each item.
37
38 a. Temporary facilities and items that are not direct cost of work-in-place may be
39 shown as separate line items or distributed as general overhead expense.
40
41 7. Update and resubmit the Schedule of Values when Change Orders or Construction Change
42 Directives change the Contract Sum.
43 8. Each trade shall be broken down (material and labor separately) for each site.
44

- 1 9. Schedule of Values shall have a line item “Project Closeout” to include but not limited to
2 Punch List, Owner’s Manual, Waiver of Lien, As-Built requirements, etc. Said line shall be
3 .5% (1/2%) of contract value and will not be paid out until all Closeout items have been
4 received.
5
- 6 D. Applications for Payment shall be consistent with previous applications and payments as
7 certified by the Architect and paid for by the Owner.
8
- 9 E. Payment-Application Times: Payment dates are indicated in the Agreement. The period
10 covered by each application is the period indicated in the Agreement.
11
- 12 1. Contractor Payment Applications must be approved by the Centerville – Abington School
13 Board for payment. In order to meet the School Board Meeting Agenda cut-off date,
14 Approved Contractor Payment Applications must be received at least 10 business days
15 before the scheduled Board meeting date. Reference Centerville – Abington website for
16 School Board meeting dates.
17
- 18 F. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the
19 form for Applications for Payment.
20
- 21 G. Application Preparation: Complete every entry, including notarization and execution by a
22 person authorized to sign on behalf of the Contractor. The Architect will return incomplete
23 applications without action.
24
- 25 1. Entries shall match data on the Schedule of Values and the Contractor's Construction
26 Schedule. Use updated schedules if revisions were made.
27 2. Include amounts of Change Orders and Construction Change Directives issued prior to the
28 last day of the construction period covered by the application.
29
- 30 H. Transmittal: Submit three (3) executed original copies of each Application for Payment with
31 Continuation Sheets to the Architect within 24 hours. One copy shall include waivers of lien
32 and similar attachments.
33
- 34 1. Transmit each copy with a transmittal listing attachments and recording appropriate
35 information related to the application.
36
- 37 I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from
38 every entity who may file a lien arising out of the Contract and related to the Work covered by
39 the payment.
40
- 41 1. Submit partial waivers on each item for the amount requested, prior to deduction for
42 retainage, on each item.
43 2. When an application shows completion of an item, submit final or full waivers.
44 3. Submit each Application for Payment with Contractor's waiver of lien for the period of
45 construction covered by the application.
46

- 1 a. Submit final Applications for Payment with final waivers from every entity
2 involved with performance of the Work covered by the application who may file a
3 lien.
4
- 5 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to
6 the Owner.
7
- 8 J. Initial Application for Payment: Administrative actions and submittals that must precede or
9 coincide with submittal of the first Application for Payment include the following:
10
- 11 1. List of subcontractors.
12 2. List of principal suppliers and fabricators.
13 3. Master Schedule of Values.
14 4. Project Schedule of Values for each school Project, including accepted Alternates.
15 5. Contractor's Construction Schedule (preliminary if not final).
16 6. Submittal Schedule (preliminary if not final).
17 7. List of Contractor's staff assignments.
18 8. Copies of building permits.
19 9. Copies of licenses from governing authorities.
20 10. Certificates of insurance and insurance policies.
21 11. Performance and payment bonds.
22
- 23 K. Application for Payment at Substantial Completion: Following issuance of the Certificate of
24 Substantial Completion, submit an Application for Payment. This application shall reflect
25 Certificates of Partial Substantial Completion issued previously for Owner occupancy of
26 designated portions of the Work.
27
- 28 1. Administrative actions and submittals that shall precede or coincide with this application
29 include the following:
30
- 31 a. Occupancy permits.
32 b. Warranties and maintenance agreements.
33 c. Test/adjust/balance records.
34 d. Maintenance instructions.
35 e. Meter readings.
36 f. Changeover information related to Owner's occupancy.
37 g. Final cleaning.
38 h. Application for reduction of retainage and consent of surety.
39
- 40 L. Final Payment Application: Administrative actions and submittals that must precede or
41 coincide with submittal of the final Application for Payment include the following:
42
- 43 1. Completion of Project closeout requirements.
44 2. Completion of items specified for completion after Substantial Completion.
45 3. Transmittal of Project construction records to the Owner.

- 1 4. Proof that taxes, fees, and similar obligations were paid.
- 2 5. Removal of temporary facilities and services.
- 3 6. Change of door locks to Owner's access.
- 4
- 5

6 **PART 2 – PRODUCTS (Not Applicable)**

7

8

9 **PART 3 – EXECUTION (Not Applicable)**

10

11

12 **END OF SECTION 012900**

13

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

2 **PART 1 - GENERAL**

3 **1.1 RELATED DOCUMENTS**

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

6 **1.2 SUMMARY**

- 7 A. Section includes administrative provisions for coordinating construction operations on Project
8 including, but not limited to, the following:

- 9 1. General coordination procedures.
10 2. Coordination drawings.
11 3. Requests for Information (RFIs).
12 4. Project meetings.

- 13 B. Each contractor shall participate in coordination requirements. Certain areas of responsibility
14 are assigned to a specific contractor.

- 15 C. Related Requirements:

- 16 1. Section 017300 "Execution" for procedures for coordinating general installation and
17 field-engineering services, including establishment of benchmarks and control points.
18 2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

19 **1.3 DEFINITIONS**

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

22 **1.4 INFORMATIONAL SUBMITTALS**

- 23 A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each
24 portion of the Work, including those who are to furnish products or equipment fabricated to a
25 special design. Include the following information in tabular form:

- 26 1. Name, address, and telephone number of entity performing subcontract or supplying
27 products.
28 2. Number and title of related Specification Section(s) covered by subcontract.
29 3. Drawing number and detail references, as appropriate, covered by subcontract.
30

1 B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key
2 personnel assignments, including superintendent and other personnel in attendance at Project
3 site. Identify individuals and their duties and responsibilities; list addresses and telephone
4 numbers, including home, office, and cellular telephone numbers and e-mail addresses.
5 Provide names, addresses, and telephone numbers of individuals assigned as alternates in the
6 absence of individuals assigned to Project.

7 1. Post copies of list in project meeting room, in temporary field office, on Project Web
8 site, and by each temporary telephone. Keep list current at all times.

9 **1.5 GENERAL COORDINATION PROCEDURES**

10 A. Coordination: Coordinate construction operations included in different Sections of the
11 Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate
12 construction operations, included in different Sections that depend on each other for proper
13 installation, connection, and operation.

14 1. Schedule construction operations in sequence required to obtain the best results where
15 installation of one part of the Work depends on installation of other components,
16 before or after its own installation.

17 2. Coordinate installation of different components to ensure maximum performance and
18 accessibility for required maintenance, service, and repair.

19 3. Make adequate provisions to accommodate items scheduled for later installation.

20 B. Prepare memoranda for distribution to each party involved, outlining special procedures
21 required for coordination. Include such items as required notices, reports, and list of
22 attendees at meetings.

23 1. Prepare similar memoranda for Owner and separate contractors if coordination of their
24 Work is required.

25 C. Administrative Procedures: Coordinate scheduling and timing of required administrative
26 procedures with other construction activities and activities of other contractors to avoid
27 conflicts and to ensure orderly progress of the Work. Such administrative activities include,
28 but are not limited to, the following:

29 1. Preparation of Contractor's construction schedule.

30 2. Preparation of the schedule of values.

31 3. Installation and removal of temporary facilities and controls.

32 4. Delivery and processing of submittals.

33 5. Progress meetings.

34 6. Preinstallation conferences.

35 7. Project closeout activities.

36 8. Startup and adjustment of systems.

1 D. Conservation: Coordinate construction activities to ensure that operations are carried out
2 with consideration given to conservation of energy, water, and materials. Coordinate use of
3 temporary utilities to minimize waste.

4 1. Salvage materials and equipment involved in performance of, but not actually
5 incorporated into, the Work. See other Sections for disposition of salvaged materials
6 that are designated as Owner's property.

7 **1.6 COORDINATION DRAWINGS**

8 A. Coordination Drawings, General: Prepare coordination drawings according to requirements in
9 individual Sections, and additionally where installation is not completely shown on Shop
10 Drawings, where limited space availability necessitates coordination, or if coordination is
11 required to facilitate integration of products and materials fabricated or installed by more than
12 one entity.

13 1. Content: Project-specific information, drawn accurately to a scale large enough to
14 indicate and resolve conflicts. Do not base coordination drawings on standard printed
15 data. Include the following information, as applicable:

16 a. Use applicable Drawings as a basis for preparation of coordination drawings.
17 Prepare sections, elevations, and details as needed to describe relationship of
18 various systems and components.

19 b. Coordinate the addition of trade-specific information to the coordination
20 drawings by multiple contractors in a sequence that best provides for
21 coordination of the information and resolution of conflicts between installed
22 components before submitting for review.

23 c. Indicate functional and spatial relationships of components of architectural,
24 structural, civil, mechanical, and electrical systems.

25 d. Indicate space requirements for routine maintenance and for anticipated
26 replacement of components during the life of the installation.

27 e. Show location and size of access doors required for access to concealed dampers,
28 valves, and other controls.

29 f. Indicate required installation sequences.

30 g. Indicate dimensions shown on the Drawings. Specifically note dimensions that
31 appear to be in conflict with submitted equipment and minimum clearance
32 requirements. Provide alternate sketches to Architect indicating proposed
33 resolution of such conflicts. Minor dimension changes and difficult installations
34 will not be considered changes to the Contract.

35 **1.7 REQUESTS FOR INFORMATION (RFIs)**

36 A. General: Immediately on discovery of the need for additional information or interpretation of
37 the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

- 1 1. Architect will return RFIs submitted to Architect by other entities controlled by
2 Contractor with no response.
- 3 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's
4 work or work of subcontractors.

- 5 B. Content of the RFI: Include a detailed, legible description of item needing information or
6 interpretation and the following:
 - 7 1. Project name.
 - 8 2. Project number.
 - 9 3. Date.
 - 10 4. Name of Contractor.
 - 11 5. Name of Architect.
 - 12 6. RFI number, numbered sequentially.
 - 13 7. RFI subject.
 - 14 8. Specification Section number and title and related paragraphs, as appropriate.
 - 15 9. Drawing number and detail references, as appropriate.
 - 16 10. Field dimensions and conditions, as appropriate.
 - 17 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the
18 Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 19 12. Contractor's signature.
 - 20 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data,
21 Shop Drawings, coordination drawings, and other information necessary to fully
22 describe items needing interpretation.
 - 23 a. Include dimensions, thicknesses, structural grid references, and details of affected
24 materials, assemblies, and attachments on attached sketches.

- 25 C. RFI Forms: AIA Document G716.
 - 26 1. Attachments shall be electronic files in Adobe Acrobat PDF format.

- 27 D. Architect's Action: Architect will review each RFI, determine action required, and respond.
28 Allow seven working days for Architect's response for each RFI. RFIs received by Architect
29 after 1:00 p.m. will be considered as received the following working day.
 - 30 1. The following Contractor-generated RFIs will be returned without action:
 - 31 a. Requests for approval of submittals.
 - 32 b. Requests for approval of substitutions.
 - 33 c. Requests for approval of Contractor's means and methods.
 - 34 d. Requests for coordination information already indicated in the Contract
35 Documents.
 - 36 e. Requests for adjustments in the Contract Time or the Contract Sum.
 - 37 f. Requests for interpretation of Architect's actions on submittals.

- 1 g. Incomplete RFIs or inaccurately prepared RFIs.
- 2 2. Architect's action may include a request for additional information, in which case
3 Architect's time for response will date from time of receipt of additional information.
- 4 3. Architect's action on RFIs that may result in a change to the Contract Time or the
5 Contract Sum may be eligible for Contractor to submit Change Proposal according to
6 Section 012600 "Contract Modification Procedures."
- 7 a. If Contractor believes the RFI response warrants change in the Contract Time or
8 the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI
9 response.
- 10 E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
11 Submit log weekly. Software log with not less than the following:
- 12 1. Project name.
13 2. Name and address of Contractor.
14 3. Name and address of Architect.
15 4. RFI number including RFIs that were returned without action or withdrawn.
16 5. RFI description.
17 6. Date the RFI was submitted.
18 7. Date Architect's response was received.
- 19 F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI
20 response to affected parties. Review response and notify Architect within seven days if
21 Contractor disagrees with response.
- 22 1. Identification of related Minor Change in the Work, Construction Change Directive, and
23 Proposal Request, as appropriate.
24 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as
25 appropriate.

26 **1.8 PROJECT MEETINGS**

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

- 1 B. Preconstruction Conference: Architect will schedule and conduct a preconstruction
2 conference before starting construction, at a time convenient to Owner and Architect, but no
3 later than 15 days after execution of the Agreement.
- 4 1. Conduct the conference to review responsibilities and personnel assignments.
5 2. Attendees: Authorized representatives of Owner, Architect, and their consultants;
6 Contractor and its superintendent; major subcontractors; suppliers; and other
7 concerned parties shall attend the conference. Participants at the conference shall be
8 familiar with Project and authorized to conclude matters relating to the Work.
9 3. Agenda: Discuss items of significance that could affect progress, including the following:
- 10 a. Tentative construction schedule.
11 b. Phasing.
12 c. Critical work sequencing and long-lead items.
13 d. Designation of key personnel and their duties.
14 e. Lines of communications.
15 f. Procedures for processing field decisions and Change Orders.
16 g. Procedures for RFIs.
17 h. Procedures for testing and inspecting.
18 i. Procedures for processing Applications for Payment.
19 j. Submittal procedures.
20 k. Preparation of record documents.
21 l. Use of the premises and existing building.
22 m. Work restrictions.
23 n. Working hours.
24 o. Owner's occupancy requirements.
25 p. Responsibility for temporary facilities and controls.
26 q. Procedures for moisture and mold control.
27 r. Procedures for disruptions and shutdowns.
28 s. Construction waste management and recycling.
29 t. Parking availability.
30 u. Office, work, and storage areas.
31 v. Equipment deliveries and priorities.
32 w. First aid.
33 x. Security.
34 y. Progress cleaning.
- 35 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting
36 minutes.
- 37 C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each
38 construction activity that requires coordination with other construction.
39

- 1 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or
2 affected by the installation and its coordination or integration with other materials and
3 installations that have preceded or will follow, shall attend the meeting. Advise
4 Architect of scheduled meeting dates.
- 5 2. Agenda: Review progress of other construction activities and preparations for the
6 particular activity under consideration, including requirements for the following:
 - 7 a. Contract Documents.
 - 8 b. Options.
 - 9 c. Related RFIs.
 - 10 d. Related Change Orders.
 - 11 e. Purchases.
 - 12 f. Deliveries.
 - 13 g. Submittals.
 - 14 h. Possible conflicts.
 - 15 i. Time schedules.
 - 16 j. Manufacturer's written instructions.
 - 17 k. Warranty requirements.
 - 18 l. Acceptability of substrates.
 - 19 m. Temporary facilities and controls.
 - 20 n. Space and access limitations.
 - 21 o. Regulations of authorities having jurisdiction.
 - 22 p. Testing and inspecting requirements.
 - 23 q. Installation procedures.
 - 24 r. Coordination with other work.
 - 25 s. Required performance results.
 - 26 t. Protection of adjacent work.
 - 27 u. Protection of construction and personnel.
- 28 3. Record significant conference discussions, agreements, and disagreements, including
29 required corrective measures and actions.
- 30 4. Reporting: Distribute minutes of the meeting to each party present and to other parties
31 requiring information.
- 32 5. Do not proceed with installation if the conference cannot be successfully concluded.
33 Initiate whatever actions are necessary to resolve impediments to performance of the
34 Work and reconvene the conference at earliest feasible date.
- 35 D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time
36 convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of
37 Substantial Completion.
 - 38 1. Conduct the conference to review requirements and responsibilities related to Project
39 closeout.
 - 40

- 1 2. Attendees: Authorized representatives of Owner, Architect, and their consultants;
2 Contractor and its superintendent; major subcontractors; suppliers; and other
3 concerned parties shall attend the meeting. Participants at the meeting shall be familiar
4 with Project and authorized to conclude matters relating to the Work.
- 5 3. Agenda: Discuss items of significance that could affect or delay Project closeout,
6 including the following:
 - 7 a. Preparation of record documents.
 - 8 b. Procedures required prior to inspection for Substantial Completion and for final
9 inspection for acceptance.
 - 10 c. Submittal of written warranties.
 - 11 d. Requirements for preparing operations and maintenance data.
 - 12 e. Requirements for delivery of material samples, attic stock, and spare parts.
 - 13 f. Requirements for demonstration and training.
 - 14 g. Preparation of Contractor's punch list.
 - 15 h. Procedures for processing Applications for Payment at Substantial Completion
16 and for final payment.
 - 17 i. Submittal procedures.
 - 18 j. Owner's partial occupancy requirements.
 - 19 k. Installation of Owner's furniture, fixtures, and equipment.
 - 20 l. Responsibility for removing temporary facilities and controls.
- 21 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- 22 E. Progress Meetings: Conduct progress meetings at biweekly intervals.
 - 23 1. Coordinate dates of meetings with preparation of payment requests.
 - 24 2. Attendees: In addition to representatives of Owner and Architect, each contractor,
25 subcontractor, supplier, and other entity concerned with current progress or involved in
26 planning, coordination, or performance of future activities shall be represented at these
27 meetings. All participants at the meeting shall be familiar with Project and authorized
28 to conclude matters relating to the Work.
 - 29 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review
30 other items of significance that could affect progress. Include topics for discussion as
31 appropriate to status of Project.
 - 32 a. Contractor's Construction Schedule: Review progress since the last meeting.
33 Determine whether each activity is on time, ahead of schedule, or behind
34 schedule, in relation to Contractor's construction schedule. Determine how
35 construction behind schedule will be expedited; secure commitments from
36 parties involved to do so. Discuss whether schedule revisions are required to
37 ensure that current and subsequent activities will be completed within the
38 Contract Time.
 - 39 1) Review schedule for next period.

1 b. Review present and future needs of each entity present, including the following:

- 2 1) Interface requirements.
- 3 2) Sequence of operations.
- 4 3) Status of submittals.
- 5 4) Deliveries.
- 6 5) Off-site fabrication.
- 7 6) Access.
- 8 7) Site utilization.
- 9 8) Temporary facilities and controls.
- 10 9) Progress cleaning.
- 11 10) Quality and work standards.
- 12 11) Status of correction of deficient items.
- 13 12) Field observations.
- 14 13) Status of RFIs.
- 15 14) Status of proposal requests.
- 16 15) Pending changes.
- 17 16) Status of Change Orders.
- 18 17) Pending claims and disputes.

19 4. Minutes: Entity responsible for conducting the meeting will record and distribute the
20 meeting minutes to each party present and to parties requiring information.

21 a. Schedule Updating: Revise Contractor's construction schedule after each
22 progress meeting where revisions to the schedule have been made or recognized.
23 Issue revised schedule concurrently with the report of each meeting.

24 **PART 2 - PRODUCTS (Not Used)**

25
26
27 **PART 3 - EXECUTION**

28
29 **3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

30
31 A. All documents transmitted for purposes of administration of the contract are to be in
32 electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and
33 transmitted via an Internet-based submittal service that receives, logs and stores documents,
34 provides electronic stamping and signatures, and notifies addressees via email.

35
36 1. Besides submittals for review, information, and closeout, this procedure applies to
37 Requests for Interpretation (RFIs), progress documentation, contract modification
38 documents (e.g. supplementary instructions, change proposals, change orders),
39 applications for payment, field reports and meeting minutes, Contractor's correction

- 1 punch list, and any other document any participant wishes to make part of the project
- 2 record.
- 3 2. Contractor and Architect are required to use this service.
- 4 3. It is Contractor's responsibility to submit documents in allowable format.
- 5 4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the
- 6 service at no extra charge.
- 7 5. Users of the service need an email address, internet access, and PDF review software
- 8 that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat,
- 9 www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software
- 10 capability is provided by the service provider.
- 11 6. Paper document transmittals will not be reviewed; emailed electronic documents will
- 12 not be reviewed.
- 13 7. All other specified submittal and document transmission procedures apply, except that
- 14 electronic document requirements do not apply to samples or color selection charts.
- 15
- 16 B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the
- 17 Contract Sum.
- 18 C. Submittal Service: The selected service is:
- 19
- 20 1. Contractor's preferred service vendor.
- 21

22 **END OF SECTION 013100**

1 **SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION**

2
3
4 **PART 1 GENERAL**

5
6 **1.1 RELATED DOCUMENTS**

- 7
8 A. Drawings and General Provisions of the Contract, including General and Supplementary
9 Conditions and other Division 1 Specification Sections, apply to this Section.

10
11 **1.2 SUMMARY**

- 12
13 A. This Section specifies administrative and procedural requirements for documenting the
14 progress of construction during performance of the Work, including the following:

- 15
16 1. Contractor's Construction Schedule.

17
18 **1.3 DEFINITIONS**

- 19
20 A. Activity: A discrete part of the project that can be identified for planning, scheduling,
21 monitoring and controlling the construction Project. Activities included in a construction
22 schedule consume time and resources.

- 23
24 1. Critical Activity: An activity on the critical path that must start and finish on the planned
25 early start and finish times.
26 2. Predecessor Activity: An activity that precedes another activity in the network.
27 3. Successor Activity: An activity that follows another activity in the network.

- 28
29 B. CPM: Critical path method, which is a method of planning and scheduling a construction
30 project where activities are arranged based on activity relationships. Network calculations
31 determine when activities can be performed and the critical path of the Project.

- 32
33 C. Critical Path: The longest connected chain of interdependent activities through the network
34 schedule that establishes the minimum overall Project duration and contains no float.

- 35
36 D. Event: The starting or ending point of an activity.

- 37
38 E. Float: The measure of leeway in starting and completing an activity.

- 39
40 1. Float time is not of the exclusive use or benefit of either Owner or Contractor, but is a
41 jointly owned, expiring Project resource available to both parties as needed to meet
42 schedule milestones and Contract completion date.
43 2. Free float is the amount of time an activity can be delayed without adversely affecting the
44 early start of the successor activity.
45

- 1 3. Total float is the measure of leeway in starting or completing an activity without adversely
2 affecting the planned Project completion date.

3
4 **1.4 INFORMATIONAL SUBMITTALS**

- 5
6 A. Format for Submittals: Submit required submittals in the following format:

- 7
8 1. PDF file.

- 9
10 B. Contractor’s Construction Schedule: Initial schedule, of size required to display entire schedule
11 of entire construction period.

12
13 **1.5 QUALITY ASSURANCE**

- 14
15 A. Prescheduling Conference: Conduct a conference (may occur as part of Pre-Construction
16 Meeting) to comply with requirements in Section 013100 “Project Management and
17 Coordination.” Review methods and procedures related to the Contractor’s Construction
18 Schedule, including, but not limited to, the following:

- 19
20 1. Review software limitations and content and format for reporting.
21 2. Verify availability of qualified personnel needed to develop and update schedule.
22 3. Discuss constraints, including phasing, work stages, area separations, interim milestones
23 and partial Owner occupancy.
24 4. Review delivery dates of Owner-furnished products.
25 5. Review schedule for work of Owner’s separate contracts.
26 6. Review submittal requirements and procedures.
27 7. Review time required for review of submittals and resubmittals.
28 8. Review requirements for tests and inspections by independent testing and inspecting
29 agencies.
30 9. Review time required for Project closeout and Owner startup procedures.
31 10. Review and finalize list of construction activities to be included in schedule.
32 11. Review procedures for updating schedule.

33
34 **1.6 COORDINATION**

- 35
36 A. Coordinate Contractor’s Construction Schedule with the schedule of values, list of
37 subcontracts, submittal schedule, progress reports, payment requests and other required
38 schedules and reports.

- 39
40 1. Secure time commitments for performing critical elements of the Work from entities
41 involved.
42 2. Coordinate each construction activity in the network with other activities and schedule
43 them in proper sequence.
44
45

1 **1.7 CONTRACTOR’S CONSTRUCTION SCHEDULE, GENERAL**

- 2
- 3 A. Computer Scheduling Software: Prepare schedules using current version of a program that has
- 4 been developed specifically to manage construction schedules.
- 5
- 6 B. Time Frame: Extend schedule from date established for the Notice to Proceed to the date of
- 7 Final Completion.
- 8
- 9 C. Activities: Treat each floor or separate area as a separate numbered activity for each main
- 10 element of the Work. Comply with the following:
- 11
- 12 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically
- 13 allowed by Architect.
- 14 2. Procurement Activities: Include procurement activities for long lead items and major
- 15 items, requiring a cycle of more than 60 days, as separate activities in schedule.
- 16 Procurement cycle activities include, but are not limited to, submittals, approvals,
- 17 purchasing, fabrication and delivery.
- 18 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300
- 19 “Submittal Procedures” in schedule. Coordinate submittal review times in Contractor’s
- 20 Construction Schedule with submittal schedule.
- 21 4. Startup and Testing Time: Include no fewer than 5 days for startup and testing.
- 22 5. Substantial Completion: Indicate completion in advance of date established for Substantial
- 23 Completion, and allow time for Architect’s administrative procedures necessary for
- 24 certification of Substantial Completion.
- 25 6. Punch List and Final Completion: Include not more than 30 days for completion of punch
- 26 list items and final completion.
- 27
- 28 D. Constraints: Include constraints and work restrictions indicated in the Contract Documents
- 29 and as follows in schedule, and show how the sequence of Work is affected.
- 30
- 31 1. Phasing: Arrange list of activities on schedule by phase.
- 32 2. Work by Owner: Include a separate activity for each portion of the Work performed by
- 33 Owner.
- 34 3. Owner-Furnished Products: Include a separate activity for each product.
- 35
- 36 E. Milestones: Include milestones indicated in the Contract Documents in schedule, including,
- 37 but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- 38
- 39 F. Upcoming Work Summary: Prior to each progress meeting, prepare summary report indicating
- 40 activities schedule to occur or commence prior to submittal of next schedule update.
- 41 Summarize the following issues:
- 42
- 43 1. Unresolved issues.
- 44 2. Unanswered Requests for Information.
- 45 3. Rejected or unreturned submittals.

- 1 4. Notations on returned submittals.
- 2 5. Pending modifications affecting the Work and the Contract Time.
- 3
- 4 G. Contractor’s Construction Schedule Updating: At bi-weekly intervals, update schedule to
- 5 reflect actual construction progress and activities. Issue schedule 2 days before each regularly
- 6 scheduled progress meeting.
- 7 1. Revise schedule immediately after each meeting or other activity where revisions have
- 8 been recognized or made. Issue updated schedule concurrently with the report of each
- 9 such meeting.

10
11
12
13
14
15
16
17
18

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 013200

1 **SECTION 013300 – SUBMITTAL PROCEDURES**

2
3
4 **PART 1 GENERAL**

5
6 **1.1 SUMMARY**

7
8 A. This Section specifies administrative and procedural requirements for submittals required for
9 performance of the Work, including;

- 10
11 1. Schedule of Submittals.
12 2. Contractor's construction schedule.
13 3. Shop Drawings.
14 4. Product Data, including SDS Data Sheets.
15 5. Samples.

16
17 B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents
18 for requirements for administrative submittals.

19
20 **1.2 SUBMITTAL PROCESSING**

21
22 A. Schedule of Submittals: All Contractors are required to submit a complete Schedule of
23 Submittals. The Schedule of Submittals shall be submitted to the Owner within fourteen (14)
24 calendar days from the date the Contract between the Owner and Contractor has been
25 executed.

26
27 B. Submittal Processing: All shop drawings, product data, and samples, other than those
28 mentioned elsewhere, are to be submitted to the Owner within thirty (30) calendar days from
29 the date of the Contract between the Owner and Contractor has been executed.

30
31 C. Submittal Requirements Prior to the Execution of the Contract: The Contractor has ten (10)
32 calendar days after the Owner's governing board's approval to execute the contract between
33 Owner and Contractor. This date shall be fixed in a Notice to Proceed. Contractor shall submit
34 the following items prior to the execution of a contract:

- 35
36 1. The Master Schedule of Values with a listing total value for each individual school Project
37 including accepted Alternates.
38 2. The Project Schedule of Values for each School Project and accepted Alternate with
39 complete breakdown of the Contractor's contract sum showing the various items of the
40 Work required for those Projects.
41 3. All required bonds.
42 4. All required insurance certificates.
43 5. Subcontractor's list with contact information.
44 6. Major manufacturers and suppliers representing 5 percent or more of the contract sum.

1 **1.3 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- 2
- 3 A. Construction Schedule: Provide a CPM type flow chart showing all construction activity.
4 Provide a continuous vertical line to identify the first working day of each week. Use the same
5 breakdown of units of the Work as indicated in the "Schedule of Values".
- 6
- 7 1. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other
8 reproducible media, of sufficient width to show data for the entire construction period.
- 9 2. Coordinate the Contractor's construction schedule with the schedule of values, list of
10 subcontracts, submittal schedule, progress reports, payment requests and other
11 schedules.
- 12 3. Submit the initial Project Construction Schedule at the Preconstruction Meeting between
13 the Contractor, Subcontractors, Owner and the Architect. The Preconstruction Meeting is
14 to be held within 10 calendar days from the date of the Contract between the Owner and
15 Contractor has been executed.
- 16 4. The Contractor shall provide an updated Project Construction Schedule at every progress
17 meeting.
- 18
- 19 B. Schedule Revisions: If the Project Construction Schedule is not being met, it shall be the right
20 of the Owner to require updated revised copies of the Project Construction Schedule as a
21 prerequisite to submission and review of the monthly payment applications. If requested by
22 Owner or Architect, the contractor shall provide written explanation of why "behind schedule"
23 items are behind schedule.
- 24

25 **1.4 SUBMITTAL PROCEDURES**

- 26 A. Coordination: Coordinate each submittal with fabrication, purchasing, testing, delivery, other
27 submittals and related activities that requires sequential activity.
- 28
- 29 B. Processing: Allow sufficient review time so that installation will not be delayed as a result of
30 the time required to process submittals, including time for resubmittal.
- 31
- 32 1. Allow 10 calendar days from date of receipt of submittal by Owner for initial review.
- 33 2. No extension of Contract Time will be authorized because of failure to transmit submittals
34 to the Owner sufficiently in advance of the Work to permit processing.
- 35 3. No reproduction of Contract Documents will be allowed or acceptable as submittals.
- 36
- 37 C. Submittal Preparation: Place a permanent label or title block on each submittal for
38 identification. Indicate the name of the entity that prepared each submittal on the label or
39 title block.
- 40
- 41 D. Do not use Shop Drawings without an appropriate final stamp indicating action taken in
42 connection with construction.
- 43

- 1 E. Do not permit use of unmarked copies of submittals in connection with construction.
2
3 F. Performance of work prior to Owner’s review of product data is done at the sole risk of the
4 Contractor. The Contractor shall be solely responsible for corrections, repairs, and/or
5 replacement of work that is incorrectly performed prior to Architect’s approval.
6
7 G. Contractor responsible to distribute copies of reviewed submittals as appropriate and in a
8 timely manner. Instruct parties to promptly report any inability to comply with requirements.
9
10 H. All submittals shall be prepared as electronic files in the form of Adobe PDF, MS Word, or MS
11 Excel formats.
12
13 I. All submittals shall be transmitted to the Architect electronically utilizing a Web-Based Project
14 Management System.
15

16 **1.5 SHOP DRAWINGS**

- 17
18 A. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules,
19 patterns, templates and similar drawings. The Contractor shall review Shop Drawings prior to
20 submittal to the Owner. Include the following information:
21
22 1. Dimensions.
23 2. Identification of products and materials included.
24 3. Compliance with specified standards.
25 4. Notation of coordination requirements.
26 5. Notation of dimensions established by field measurement.
27 6. Submittals: Submit one electronic file in the form of Adobe PDF, MS Word, or MS Excel
28 formats.
29 7. All comments, corrections, or other information on submittals generated by Contractor’s
30 review shall be marked in green so as to clearly identify the initiator of the marks.
31 8. All shop drawings shall be transmitted to the Architect electronically utilizing Procure
32 Web-Based Project Management System.
33
34 B. Contractor’s Review: Apply Contractor’s stamp or notation; certifying that review, approval,
35 verification of Products required, field dimensions, adjacent construction work, and
36 coordination of information is accordance with the requirements of the Work and Contract
37 Documents. Submittals which are received from sources other than through the Contractor
38 will be returned without review or action taken.
39

40 **1.6 PRODUCT DATA**

- 41
42 A. Product Data: Collect Product Data into a single submittal for each element of construction or
43 system. Product Data includes printed information such as manufacturer's installation
44 instructions, MSDS Data Sheets, catalog cuts, standard color charts, roughing in diagrams and
45 templates, standard wiring diagrams and performance curves. Where Product Data must be

1 specially prepared because standard printed data is not suitable for use, submit as "Shop
2 Drawings." Include the following information:

3
4 1. Mark each copy to show applicable choices and options. Where printed Product Data
5 includes information on several products, some of which are not required, mark copies to
6 indicate the applicable information. Include the following information:

- 7
8 a. Manufacturer's printed recommendations.
9 b. Compliance with recognized trade association standards.
10 c. Compliance with recognized testing agency standards.
11 d. Application of testing agency labels and seals.
12 e. Notation of dimensions verified by field measurement.
13 f. Notation of coordination requirements.
14 g. Submittals: Submit one electronic copy of each required submittal; contractor
15 responsible for copies where required for maintenance and operations manuals.
16 Contractor is responsible to transmit/make printed copies as required for their
17 vendors and subcontractors.
18
19 i. Unless noncompliance with Contract Document provisions is observed,
20 the submittal may serve as the final submittal.
21
22 h. All comments, corrections, or other information on submittals generated by
23 Contractor's review shall be marked in green so as to clearly identify the initiator
24 of the marks.
25

26 B. Contractor's Review: Apply Contractor's stamp or notation; certifying that review, approval,
27 verification of Products required, field dimensions, adjacent construction work, and
28 coordination of information is accordance with the requirements of the Work and Contract
29 Documents. Submittals that are received from sources other than through the Contractor will
30 be returned without review or action taken.
31

32 **1.7 SAMPLES**

33
34 A. Samples: Submit fully fabricated Samples cured and finished as specified and physically
35 identical with the material or product proposed. Samples include partial sections of
36 manufactured or fabricated components, cuts or containers of materials, color range sets, and
37 swatches showing color, texture and pattern.
38

39 1. Mount, display, or package Samples in the manner to facilitate review of qualities
40 indicated. Include the following:

- 41
42 a. Generic description of the Sample.
43 b. Sample source.
44 c. Product name or name of manufacturer.
45 d. Compliance with recognized standards.

- e. Availability and delivery time.
2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variations in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
3. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 1 electronic marked with the action taken.
4. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

1.8 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, notate to indicate action taken, and return promptly.
 1. The Architect will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate review of an assembly in which the item functions.
 2. The Architect's review of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements or the Contracts documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the shop drawings.
 3. Notations and remarks added to shop drawings by the Architect are to insure compliance to Drawings and Specifications and do not imply a requested or approved change to contract cost. Should the Architect's notations and remarks result in a change in contract cost it is the responsibility of the Contractor to advise the Architect accordingly prior to performance of the work in question. If work that has been changed by the Architect's review comments is performed without notifying the Architect and Owner of additional costs, any additional cost for the work shall be the sole responsibility of the Contractor.
 4. Should deviations, discrepancies, or conflicts between shop and the Contract Documents be discovered, either prior to or after review, Contract Documents shall control and be followed.

1 B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action
2 stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

3
4 1. Final Unrestricted Release: Work may proceed, provided it complies with contract
5 documents, when submittal is returned with the following:

6
7 a. Marking: "Reviewed"

8
9 2. Final-But Restricted Release: Work may proceed, provided it complies with notations and
10 corrections on submittal and with contract documents, when submittal is returned with
11 the following:

12
13 a. Marking: "Reviewed as Noted"

14
15 3. Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance
16 with notations thereon, and resubmit without delay to obtain a different action marking.
17 Do not allow submittals with the following marking (or unmarked submittals where a
18 marking is required) to be used in connection with performance of the work:

19
20 a. Marking: "Revise and Resubmit"

21 b. Marking: "Rejected"

22
23 4. Other Action: Where a submittal is primarily for information or record purposes, special
24 processing or other activity, the submittal will be returned marked "For Record Only".

25 5. Corrected Copy: Work may proceed but resubmittal of corrected submittals is required.
26 Resubmit corrected copy incorporating all review comments throughout the entire
27 submittal.

28
29 **PART 2 PRODUCTS (Not Applicable).**

30
31
32 **PART 3 EXECUTION (Not Applicable).**

33
34
35 **END OF SECTION 013300**

1 **SECTION 014500 – QUALITY CONTROL**

2
3
4 **PART 1 GENERAL**

5
6 **1.1 SUMMARY**

- 7
8 A. Quality-control services include inspections, tests, and related actions, including reports
9 performed by Contractor, by independent agencies, and by governing authorities. They do
10 not include contract enforcement activities performed by the Architect.
11
- 12 B. Contractor Responsibilities: Unless they are the responsibility of another entity, Contractor
13 shall provide inspections and tests specified elsewhere and required by authorities having
14 jurisdiction. Costs for these services are included in the Contract Sum.
15
- 16 1. Where inspections and tests are the Contractor's responsibility, the Contractor shall
17 employ and pay a qualified independent testing agency to perform these services. Costs
18 for these services are included in the Contract Sum.
19 2. Where inspections and tests are the Owner's responsibility, the Owner will employ and
20 pay a qualified independent testing agency to perform those services.
21
- 22 a. Where the Owner engages an agency to test or inspect part of the Work and the
23 Contractor is required to engage an entity to test or inspect the same or related
24 element, the Contractor shall not employ the entity engaged by the Owner, unless
25 the Owner agrees in writing.
26
- 27 C. Retesting: The Contractor is responsible for retesting where results of inspections and tests
28 prove unsatisfactory and indicate noncompliance with requirements.
29
- 30 1. The cost of retesting is the Contractor's responsibility where tests performed indicated
31 noncompliance with requirements.
32
- 33 D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide
34 auxiliary services as requested. Notify the agency in advance of operations to permit
35 assignment of personnel. Auxiliary services include the following:
36
- 37 1. Providing access to the Work.
38 2. Furnishing incidental labor and facilities to assist inspections and tests.
39 3. Taking adequate quantities of representative samples of materials that require testing or
40 assisting the agency in taking samples.
41 4. Providing facilities for storage and curing of test samples.
42 5. Delivering samples to testing laboratories.
43 6. Providing preliminary design mix proposed for use for materials mixes that require control
44 by the testing agency.
45 7. Providing security and protection of samples and test equipment.

- 1 E. Duties of the Testing Agency: The testing agency shall cooperate with the Architect and the
2 Contractor in performing its duties. The agency shall provide qualified personnel to perform
3 inspections and tests.
4
- 5 1. The agency shall notify the Architect and the Contractor of irregularities or deficiencies
6 observed in the Work during performance of its services.
7 2. The agency shall not release, revoke, alter, or enlarge requirements or approve or accept
8 any portion of the Work.
9 3. The agency shall not perform duties of the Contractor.
10
- 11 F. Coordination: Coordinate activities to accommodate services with a minimum of delay. Avoid
12 removing and replacing construction to accommodate inspections and tests.
13
- 14 1. The Contractor is responsible for scheduling inspections, tests, taking samples, and similar
15 activities.
16
- 17 G. Submittals: The testing agency shall submit a certified written report of each inspection and
18 test to the Owner, Architect, and Contractor. If the Contractor is responsible for the service,
19 submit a certified written report of each inspection or test through the Contractor.
20
- 21 1. Submit additional copies of each report to the governing authority, when the authority so
22 directs.
23 2. Report Data: Reports of each inspection, test, or similar service include, but are not
24 limited to, the following:
25
- 26 a. Date of issue.
27 b. Project title and number.
28 c. Name, address, and telephone number of testing agency.
29 d. Dates and locations of samples and tests or inspections.
30 e. Names of individuals making the inspection or test.
31 f. Designation of the Work and test method.
32 g. Identification of product and Specification Section.
33 h. Complete inspection or test data.
34 i. Test results and an interpretation of test results.
35 j. Ambient conditions at the time of sample taking and testing.
36 k. Comments or professional opinion on whether inspected or tested Work complies
37 with requirements.
38 l. Name and signature of laboratory inspector.
39 m. Recommendations on retesting.
40
- 41 H. Qualifications for Service Agencies: Engage inspection and testing service agencies that are
42 prequalified as complying with the American Council of Independent Laboratories'
43 "Recommended Requirements for Independent Laboratory Qualification" and that specialize
44 in the types of inspections and tests to be performed.
45
46

- 1 1. Each agency shall be authorized by authorities having jurisdiction to operate in the state
2 where the Project is located.

3
4

5 **PART 2 – PRODUCTS (Not Applicable)**

6
7

8 **PART 3 - EXECUTION**

9

- 10 A. Repair and Protection: Upon completion of inspection, testing, and sample taking, repair
11 damaged construction. Restore substrates and finishes.

12

- 13 B. Protect construction exposed by or for quality-control service activities, and protect repaired
14 construction.

15

16

17 **END OF SECTION 014500**

18

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1 **SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS**

2
3
4 **PART 1 - GENERAL**

5
6 **1.1 SUMMARY**

- 7
8 A. This Section specifies requirements for temporary services and facilities, in addition to and not
9 a limitation of that required by General Conditions.
10
11 B. The Contractor shall confine their activities to the areas directly related to the scope of work
12 required at each specific school site.
13
14 C. The Contractor will arrange with coordinate with the Owner for access to each site for
15 construction storage, parking and staging areas. The Contractor is responsible to repair any
16 damage to the site caused by work on this Project.
17
18 D. All contractors are responsible for the proper receiving, handling, transporting, installing and
19 maintaining any construction material, product, equipment or system they have contracted or
20 subcontracted for.
21

22 **1.2 PROJECT CONDITIONS**

- 23
24 A. Temporary Utilities: Existing electrical and water services may be used for construction
25 purposes. The Owner will pay for these services.
26
27 B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance.
28 Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not
29 overload facilities, or permit them to interfere with progress. Do not allow hazardous
30 dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
31
32

33 **PART 2 - PRODUCTS**

34
35 **2.1 MATERIALS AND EQUIPMENT**

- 36
37 A. General: Provide new equipment and materials; if acceptable to the Architect, undamaged,
38 previously used equipment and materials in serviceable condition may be used. Provide
39 equipment suitable for use intended.
40
41 B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of
42 construction personnel. Comply with requirements of authorities having jurisdiction for type,
43 number, location, operation, and maintenance of fixtures and facilities.
44
45

- 1 C. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long,
2 with pressure rating greater than the maximum pressure of the water distribution system;
3 provide adjustable shut-off nozzles at hose discharge.
4
- 5 D. Electrical Outlets: If existing outlets are not readily available or suitable for use, provide
6 properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into
7 higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit
8 interrupters, reset button and pilot light, for connection of power tools and equipment.
9
- 10 E. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where
11 exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths
12 of electric cords, if single lengths will not reach areas where construction activities are in
13 progress.
14
- 15 F. Internet Access: The Contractor shall be responsible to provide their own wired or wireless
16 internet access from their office and jobsite. The Owner will not supply internet access to the
17 Contractor on the jobsite.
18
- 19 G. Temporary Lamps and Light Fixtures: Provide general service incandescent lamps of wattage
20 required for adequate illumination. Provide guard cages or tempered glass enclosures, where
21 exposed to breakage. Provide exterior fixtures where exposed to moisture.
22
- 23 H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle
24 waste from construction operations. Comply with requirements of authorities having
25 jurisdiction.
26
- 27 I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
28
- 29 J. Existing Elevator Use: Use of the Owner's existing elevators will not be permitted.
30
- 31 K. Barriers: Provide barriers to prevent and protect unauthorized entry to construction areas
32 and to protect existing facilities from damage from construction operations and demolition.
33
- 34 L. Job Site Signage: General Contractors may post directional signage for routing of construction
35 deliveries and/or site safety requirements only. Signs shall not exceed 36" x 36" and shall be
36 located so as not to impair views for motorized or pedestrian traffic. Coordinate placement
37 with Centerville-Abington Community Schools Superintendent, Mike McCoy. Identifying
38 signage may also be mounted on Contractor trailers. All other job site signage is prohibited.
39
- 40 M. Security: Each Contractor is responsible for their own security of materials and equipment
41 necessary for completion of the work.
42
- 43 N. First Aid Supplies: Comply with governing regulations.
44
45

1 **2.2 COMMUNICATIONS AND RECORDS**

2
3 A. Communications: The General Contractor shall maintain a cellular phone or other
4 communication equipment for the Contractor's field superintendent at all times so that the
5 superintendent is readily available for immediate communication with the Architect.

6
7 1. All contractors shall maintain a list of important telephone numbers at each job site.

8
9 B. Construction Documents: All contractors shall display a clean set of Construction Documents
10 at the job site that are readily available to the Owner and Architect.

11
12
13 **PART 3 - EXECUTION**

14
15 **3.1 INSTALLATION**

16
17 A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will
18 serve the Project adequately and result in minimum interference with performance of the
19 Work. Relocate and modify facilities as required.

20
21 B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as
22 required. Do not remove until facilities are no longer needed, or are replaced by authorized
23 use of completed permanent facilities.

24
25 C. Building envelope shall be left in a secured fashion at the end of each work day. Under no
26 circumstances will temporary openings that will allow access to building be left open
27 overnight.

28
29 **3.2 COLLECTION AND DISPOSAL OF WASTE**

30
31 A. Collect waste from construction areas and elsewhere daily per the requirements set forth in
32 017400 Cleaning and Waste Management. Comply with requirements of NFPA 241 for
33 removal of combustible waste material and debris. Enforce requirements strictly. Do not hold
34 materials more than 7 days during normal weather or 3 days when the temperature is
35 expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste
36 materials separately from other waste by containerizing properly. Dispose of material in a
37 lawful manner.

38
39
40
41 **END OF SECTION 015000**

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1 **SECTION 016000 – PRODUCT REQUIREMENTS**

2
3
4 **PART 1 - GENERAL**

5
6 **1.1 RELATED DOCUMENTS**

- 7
8 A. The Work of this Section shall be included as a part of the Contract Documents of each
9 Contractor on this Project.

10
11 **1.2 SUMMARY**

- 12
13 A. It is the intent of the Specifications and Drawings to accomplish a complete installation in
14 which there shall be installed new materials and products of the latest and best design and
15 manufacturer. Workmanship shall be thoroughly first-class and complete, executed by
16 competent and experienced workmen.
17
18 B. Equipment, specialties, and similar items shall be checked for compliance and fully approved
19 prior to installation. Contractors are cautioned that work or equipment installed without
20 approval is subject to condemnation, removal, and subsequent replacement with an approved
21 item without extra compensation.

22
23 **1.3 DEFINITIONS**

- 24
25 A. Definitions used in this Article are not intended to change the meaning of other terms used in
26 the Contract Documents, such as "specialties," "systems," "structures," "finishes,"
27 "accessories," and similar terms. Such terms such are self-explanatory and have well
28 recognized meanings in the construction industry.

- 29
30 1. "Products" are items purchased for incorporation in the Work, whether purchased for the
31 Project or taken from previously purchased stock. The term "product" includes the terms
32 "material," "equipment," "system," and terms of similar intent.

- 33
34 a. "Named Products" are items identified by manufacturer's product name,
35 including make or model designation, indicated in the manufacturer's published
36 product literature, that is current at of the date of the Contract Documents.
37 b. "Foreign Products", as distinguished from "domestic products," are items
38 substantially manufactured (50 percent or more of value) outside of the United
39 States and its possessions; or produced or supplied by entities substantially
40 owned (more than 50 percent) by persons who are not citizens or not living within
41 the United States and its possessions.

- 42
43 2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished,
44 refined or otherwise fabricated, processed, or installed to form a part of the Work.

- 1 3. "Equipment" is a product with operational parts, whether motorized or manually
2 operated, that requires service connections such as wiring or piping.
3
4

5 **PART 2 - PRODUCTS**

6
7 **2.1 PRODUCT STANDARD AND QUALITY - SUBSTITUTIONS**

- 8
9 A. The Contract is based on the materials, equipment, and methods described in the Contract
10 Documents.
11
12 B. Where, in the Drawings and Specifications, certain products, manufacturer's tradenames, or
13 catalog numbers are given, it is done for the expressed purpose of establishing a basis of
14 quality, durability, and efficiency of design in harmony with the work outlined and is not
15 intended for the purpose of limiting competition.
16
17 C. The Architect will consider proposals for substitutions of materials, equipment, and methods
18 only when such proposals are accompanied by full and complete technical data and all other
19 information required by the Architect to evaluate the proposed substitution.
20
21 D. Do not substitute materials, equipment, or methods unless such substitution has been
22 specifically approved for this Work by the Architect. See Specification Section 012500.
23
24 E. "Or equal":
25
26 1. Where the phrase "or equal", "or equivalent" or "or equal as approved by the Architect"
27 occurs in the Contract Documents, do not assume that material, equipment, or methods
28 will be approved as equal by the Architect unless the item has been specifically approved
29 for this Work by the Architect. See Section 012500 - Product Substitutions for substitution
30 requirements.
31 2. The decision of the Architect shall be final.
32
33 F. Availability of Specified Items:
34
35 1. Verify prior to bidding that specified items will be available in time for installation during
36 orderly and timely progress of the Work.
37 2. In the event specified item or items will not be so available, so notify the Architect within
38 14 days upon receipt of notification by Supplier.
39 3. Costs of delays because of non-availability of specified items, when such delays could have
40 been avoided by the Contractor, will be back charged as necessary and shall not be borne
41 by the Owner.
42
43 G. Where the questions of appearance, artistic effect, or harmony of design are concerned, the
44 Architect reserves the right to refuse approval of substituted products proposed to be

1 substituted for that specified, if in his opinion the item to be substituted is not harmonious to
2 the finished effect and appearance desired, as portrayed in the Drawings and Specifications.
3 The Architect's said refusal to approve, established by this paragraph, is final and not subject
4 to arbitration.
5
6

7 **2.2 MANUFACTURER'S DIRECTIONS**
8

- 9 A. Manufactured products shall be applied, installed, connected, erected, used, cleaned and
10 conditioned in accordance with the manufacturer's printed directions, unless herein specified
11 to the contrary. Where manufacturer's printed directions are available and where reference is
12 made to manufacturer's directions in the Specification, the Contractor shall submit two (2)
13 copies of such directions to the Architect prior to the beginning of Work covered thereby.
14
15 B. Where specific installation instructions are not part of these Specifications and Drawings,
16 equipment shall be installed in strict accordance with instructions from the respective
17 manufacturers. Where installation instructions included in these Specifications or Drawings
18 are at a variance with instructions furnished by the equipment manufacturer, the Contractor
19 shall make written request for clarification from the Architect.
20
21 C. In accepting or assenting to the use of apparatus or material, or make, or arrangement
22 thereof, the Architect in no way waives the requirements of these specifications or the
23 warranty embodied therein.
24

25 **2.3 WARRANTIES**
26

- 27 A. Specific warranties or bonds called for in the Contract Documents, in addition to that falling
28 under the general warranty as set forth in General Conditions, shall be furnished in
29 accordance with the requirements of the Specifications.
30
31 B. Each Contractor shall and does hereby agree to warrant for a period of one year, or for longer
32 periods, where so provided in the Specifications, as evidenced by the date of Substantial
33 Completion issued by the Architect, products installed under the Contract to be of good
34 quality in every respect and to remain so for periods described herein.
35
36 C. Should defects develop in the aforesaid Work within the specified periods, due to faults in
37 products or their workmanship, the Contractor hereby agrees to make repairs and do
38 necessary Work to correct defective Work to the Architect's satisfaction, in accordance with
39 the Supplementary Conditions. Such repairs and corrective Work, including costs of making
40 good other Work damaged by or otherwise affected by making repairs or corrective Work,
41 shall be done without cost to the Owner and at the entire cost and expense of the Contractor
42 within 14 days after written notice to the Contractor by the Owner.
43
44 D. Nothing herein intends or implies that the warranty shall apply to Work which has been
45 abused or neglected or improperly maintained by the Owner or his successor in interest.

- 1 E. Where service on products is required under this Article, it shall be promptly provided when
2 notified by the Owner and no additional charge shall be made, unless it can be established
3 that the defect or malfunctioning was caused by abuse or accidental damage not to be
4 expected under conditions of ordinary wear and tear.
5
- 6 F. In the event movement in the adjoining structure or components causes malfunctioning, the
7 Contractor responsible for the original installation of the adjoining structure or components
8 shall provide such repair, replacement, or correction necessary to provide for proper
9 functioning to bring the equipment back into the same operating condition as approved at the
10 completion of the building.
11
- 12 G. The manufacturer and supplier expressly warrants that each item of equipment furnished by
13 him and installed in this Project is suitable for the application shown and specified in the
14 Contract documents and includes features, accessories, and performing characteristics listed
15 in the manufacturer's catalog in force on the date bids are requested for the Work. This
16 warranty is intended as an assurance by the manufacturer that his equipment is not being
17 misapplied and is fit and sufficient for the service intended. This warranty is in addition to and
18 not in limitation of other warranties or remedies required by law or by the Contract
19 Documents. It shall be the responsibility of the Contractor for the particular equipment to
20 obtain this warranty in writing.
21
- 22 H. In case the Contractor fails to do Work so ordered, the Owner may have work done and
23 charge the cost thereof against monies retained as provided for in the Agreement and, if said
24 retained monies is available, the Contractor and his Sureties shall agree to pay to the Owner
25 the cost of such Work.
26

27 **2.4 MATERIAL DELIVERY AND RESPONSIBILITIES**
28

- 29 A. Each Contractor shall be responsible for materials he orders for delivery to the jobsite.
30 Responsibility includes, but is not limited to, receiving, unloading, storing, protecting, and
31 setting in place; ready for final connections. Each subcontractor shall coordinate jobsite
32 storage with the General Prime Contractor.
33
- 34 1. The Owner will not be responsible for deliveries related to the construction or operation
35 of the Contractor. The Owner cannot sign delivery forms for the Contractor.
36
- 37 B. Contractors shall insure that products are delivered to the Project in accordance with the
38 Construction Schedule of the Project. In determining date of delivery, sufficient time shall be
39 allowed for shop drawings and sample approvals, including the possibility of having to
40 resubmit improperly prepared submittals or products other than those specified and the
41 necessary fabrication or procurement time along with the delivery method and distance
42 involved.
43
44

1 **2.5 PROTECTION**

2
3 A. Each Contractor shall protect building elements and products when subject to damage.
4 Should workmen or other persons employed or commissioned by one Contractor be
5 responsible for damage, the entire cost of repairing said damage shall be assumed by said
6 individual Contractor. Should damage be done by a person or persons not employed or
7 commissioned by a Contractor, the respective Contractors shall make repairs and charge the
8 cost to the guilty person or persons. The affected Contractors shall be responsible for
9 collecting such charges. If the person or persons responsible for damage cannot be
10 discovered, full and satisfactory repairs shall be made by the respective Contractor, and the
11 cost of Work shall be prorated against each Contractor.

12
13 B. The respective Contractors shall protect their products prior to installation and final
14 acceptance. Storage shall be dry, clean, and safe. Materials or equipment damaged,
15 deteriorated, rusted or defaced due to improper storage, shall be repaired, refinished, or
16 replaced, as required by the

17
18 Architect. Products lost through theft or mishandling shall be replaced by the Contractor
19 without cost to the Owner.

20
21 **2.6 ACCEPTANCE OF EQUIPMENT OR SYSTEMS**

22
23 A. The Owner will not accept the start of the warranty period on systems or equipment until
24 Substantial Completion is issued to the respective Contractor(s) for Owner's occupancy of the
25 building, in part or whole. Each Contractor shall make such provisions as required to extend
26 the commencement of the manufacturer's warranty from time of initial operation of systems
27 or equipment until Substantial Completion is given in writing.

28
29 **PART 3 - EXECUTION (Not Applicable)**

30
31
32
33 **END OF SECTION 016000**

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1 **SECTION 017300 - EXECUTION**

2 **PART 1 - GENERAL**

3 **1.1 RELATED DOCUMENTS**

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

6 **1.2 SUMMARY**

- 7 A. Section includes general administrative and procedural requirements governing execution of
8 the Work including, but not limited to, the following:

- 9 1. Installation of the Work.
10 2. Cutting and patching.
11 3. Progress cleaning.
12 4. Protection of installed construction.
13 5. Correction of the Work.

- 14 B. Related Requirements:

- 15 1. Section 013300 "Submittal Procedures" for submitting surveys.
16 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project
17 Record Documents, recording of Owner-accepted deviations from indicated lines and
18 levels, and final cleaning.

19 **1.3 DEFINITIONS**

- 20 A. Cutting: Removal of in-place construction necessary to permit installation or performance of
21 other work.

- 22 B. Patching: Fitting and repair work required to restore construction to original conditions after
23 installation of other work.

24 **1.4 QUALITY ASSURANCE**

- 25 A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of
26 construction elements.

- 27 1. Operational Elements: Do not cut and patch operating elements and related
28 components in a manner that results in reducing their capacity to perform as intended
29 or that results in increased maintenance or decreased operational life or
30 safety. Operational elements include the following:

- 1 a. Electrical wiring systems.
- 2 b. Operating systems of special construction.

- 3 2. Other Construction Elements: Do not cut and patch other construction elements or
4 components in a manner that could change their load-carrying capacity, that results in
5 reducing their capacity to perform as intended, or that results in increased maintenance
6 or decreased operational life or safety. Other construction elements include but are not
7 limited to the following:
 - 8 a. Piping, ductwork, vessels, and equipment.

 - 9 3. Visual Elements: Do not cut and patch construction in a manner that results in visual
10 evidence of cutting and patching. Do not cut and patch exposed construction in a
11 manner that would, in Architect's opinion, reduce the building's aesthetic qualities.
12 Remove and replace construction that has been cut and patched in a visually
13 unsatisfactory manner.

- 14 B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written
15 recommendations and instructions for installation of products and equipment.

16 PART 2 - PRODUCTS

17 2.1 MATERIALS

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

- 19 B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed
20 surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent
21 possible.
 - 22 1. If identical materials are unavailable or cannot be used, use materials that, when
23 installed, will provide a match acceptable to Architect for the visual and functional
24 performance of in-place materials.

25 PART 3 - EXECUTION

26 3.1 EXAMINATION

- 27 A. Existing Conditions: The existence and location of underground and other utilities and
28 construction indicated as existing are not guaranteed. Before beginning sitework, investigate
29 and verify the existence and location of underground utilities, mechanical and electrical
30 systems, and other construction affecting the Work.

- 1 1. Before construction, verify the location and invert elevation at points of connection of
2 sanitary sewer, storm sewer, and water-service piping; underground electrical services,
3 and other utilities.
- 4 2. Furnish location data for work related to Project that must be performed by public
5 utilities serving Project site.

- 6 B. Examination and Acceptance of Conditions: Before proceeding with each component of the
7 Work, examine substrates, areas, and conditions, with Installer or Applicator present where
8 indicated, for compliance with requirements for installation tolerances and other conditions
9 affecting performance. Record observations.

- 10 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of
11 connections before equipment and fixture installation.

- 12 C. Written Report: Where a written report listing conditions detrimental to performance of the
13 Work is required by other Sections, include the following:
 - 14 1. Description of the Work.
 - 15 2. List of detrimental conditions, including substrates.
 - 16 3. List of unacceptable installation tolerances.
 - 17 4. Recommended corrections.

- 18 D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding
19 with the Work indicates acceptance of surfaces and conditions.

20 3.2 PREPARATION

- 21 A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck
22 measurements before installing each product. Where portions of the Work are indicated to fit
23 to other construction, verify dimensions of other construction by field measurements before
24 fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the
25 Work.

- 26 B. Space Requirements: Verify space requirements and dimensions of items shown
27 diagrammatically on Drawings.

- 28 C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for
29 clarification of the Contract Documents caused by differing field conditions outside the control
30 of Contractor, submit a request for information to Architect according to requirements in
31 Section 013100 "Project Management and Coordination."

- 32 D. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for
33 preparation of substrates to receive subsequent work.
34

1 **3.3 INSTALLATION**

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

- 4 1. Make vertical work plumb and make horizontal work level.
- 5 2. Where space is limited, install components to maximize space available for maintenance
6 and ease of removal for replacement.
- 7 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- 8 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and
9 90 inches (2300 mm) in unoccupied spaces.

10 B. Comply with manufacturer's written instructions and recommendations for installing products
11 in applications indicated.

12 C. Install products at the time and under conditions that will ensure the best possible results.
13 Maintain conditions required for product performance until Substantial Completion.

14 D. Conduct construction operations so no part of the Work is subjected to damaging operations
15 or loading in excess of that expected during normal conditions of occupancy.

16 E. Sequence the Work and allow adequate clearances to accommodate movement of
17 construction items on site and placement in permanent locations.

18 F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

19 G. Templates: Obtain and distribute to the parties involved templates for work specified to be
20 factory prepared and field installed. Check Shop Drawings of other work to confirm that
21 adequate provisions are made for locating and installing products to comply with indicated
22 requirements.

23 H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate
24 size and number to securely anchor each component in place, accurately located and aligned
25 with other portions of the Work. Where size and type of attachments are not indicated, verify
26 size and type required for load conditions.

- 27 1. Mounting Heights: Where mounting heights are not indicated, mount components at
28 heights directed by Architect.
- 29 2. Allow for building movement, including thermal expansion and contraction.
- 30 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and
31 directions for installing anchorages, including sleeves, concrete inserts, anchor bolts,
32 and items with integral anchors, that are to be embedded in concrete or masonry.
33 Deliver such items to Project site in time for installation.

1 I. Joints: Make joints of uniform width. Where joint locations in exposed work are not
2 indicated, arrange joints for the best visual effect. Fit exposed connections together to form
3 hairline joints.

4 J. Hazardous Materials: Use products, cleaners, and installation materials that are not
5 considered hazardous.

6 **3.4 CUTTING AND PATCHING**

7 A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching.
8 Proceed with cutting and patching at the earliest feasible time, and complete without delay.

9 1. Cut in-place construction to provide for installation of other components or
10 performance of other construction, and subsequently patch as required to restore
11 surfaces to their original condition.

12 B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or
13 damaged during installation or cutting and patching operations, by methods and with
14 materials so as not to void existing warranties.

15 C. Temporary Support: Provide temporary support of work to be cut.

16 D. Protection: Protect in-place construction during cutting and patching to prevent damage.
17 Provide protection from adverse weather conditions for portions of Project that might be
18 exposed during cutting and patching operations.

19 E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems
20 are required to be removed, relocated, or abandoned, bypass such services/systems before
21 cutting to minimize interruption to occupied areas.

22 F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar
23 operations, including excavation, using methods least likely to damage elements retained or
24 adjoining construction. If possible, review proposed procedures with original Installer; comply
25 with original Installer's written recommendations.

26 1. In general, use hand or small power tools designed for sawing and grinding, not
27 hammering and chopping. Cut holes and slots neatly to minimum size required, and
28 with minimum disturbance of adjacent surfaces. Temporarily cover openings when not
29 in use.

30 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

31 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

32 4. Excavating and Backfilling: Comply with requirements in applicable Sections where
33 required by cutting and patching operations.

34 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be
35 removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent
36 entrance of moisture or other foreign matter after cutting.

- 1 6. Proceed with patching after construction operations requiring cutting are complete.
- 2 G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations
3 following performance of other work. Patch with durable seams that are as invisible as
4 practicable. Provide materials and comply with installation requirements specified in other
5 Sections, where applicable.
- 6 1. Inspection: Where feasible, test and inspect patched areas after completion to
7 demonstrate physical integrity of installation.
- 8 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish
9 restoration into retained adjoining construction in a manner that will minimize evidence
10 of patching and refinishing.
- 11 a. Clean piping, conduit, and similar features before applying paint or other finishing
12 materials.
- 13 b. Restore damaged pipe covering to its original condition.
- 14 H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint,
15 mortar, oils, putty, and similar materials from adjacent finished surfaces.
- 16 **3.5 PROGRESS CLEANING**
- 17 A. General: Clean Project site and work areas daily, including common areas. Enforce
18 requirements strictly. Dispose of materials lawfully.
- 19 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and
20 debris.
- 21 2. Do not hold waste materials more than seven days during normal weather or three days
22 if the temperature is expected to rise above 80 deg F (27 deg C).
- 23 3. Containerize hazardous and unsanitary waste materials separately from other waste.
24 Mark containers appropriately and dispose of legally, according to regulations.
- 25 a. Use containers intended for holding waste materials of type to be stored.
- 26 4. Coordinate progress cleaning for joint-use areas where Contractor and other
27 contractors are working concurrently.
- 28 B. Site: Maintain Project site free of waste materials and debris.
- 29 C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for
30 proper execution of the Work.
- 31 1. Remove liquid spills promptly.
- 32 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the
33 entire work area, as appropriate.

- 1 D. Installed Work: Keep installed work clean. Clean installed surfaces according to written
2 instructions of manufacturer or fabricator of product installed, using only cleaning materials
3 specifically recommended. If specific cleaning materials are not recommended, use cleaning
4 materials that are not hazardous to health or property and that will not damage exposed
5 surfaces.
- 6 E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to
7 ensure freedom from damage and deterioration at time of Substantial Completion.
- 8 F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials
9 down sewers or into waterways. Comply with waste disposal requirements in Section 017419
10 "Construction Waste Management and Disposal."
- 11 G. During handling and installation, clean and protect construction in progress and adjoining
12 materials already in place. Apply protective covering where required to ensure protection
13 from damage or deterioration at Substantial Completion.
- 14 H. Clean and provide maintenance on completed construction as frequently as necessary through
15 the remainder of the construction period. Adjust and lubricate operable components to
16 ensure operability without damaging effects.
- 17 I. Limiting Exposures: Supervise construction operations to assure that no part of the
18 construction, completed or in progress, is subject to harmful, dangerous, damaging, or
19 otherwise deleterious exposure during the construction period.

20 3.6 STARTING AND ADJUSTING

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

29 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- 30 A. Provide final protection and maintain conditions that ensure installed Work is without damage
31 or deterioration at time of Substantial Completion.
- 32 B. Comply with manufacturer's written instructions for temperature and relative humidity.

1 **END OF SECTION 017300**
2

1 **SECTION 017329 – CUTTING AND PATCHING**

2
3
4 **PART 1 GENERAL**

5
6 **1.1 RELATED DOCUMENTS**

- 7
8 A. Drawings and General Provisions of Contract, including General and Supplementary
9 Conditions and other Division 1 Specification Sections, apply to this Section.

10
11 **1.2 SUMMARY**

- 12
13 A. This Section specifies administrative and procedural requirements for cutting and patching.
14
15 B. Refer to other Sections for specific requirements and limitations applicable to cutting and
16 patching individual parts of the Work.

17
18 **1.3 QUALITY ASSURANCE**

- 19
20 A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that
21 would reduce their load carrying capacity or load deflection ratio.
22
23 1. Obtain Owner’s approval prior to cutting and patching.
24
25 B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related
26 components in a manner that would result in reducing their capacity to perform as intended,
27 or result in increased maintenance, or decreased operational life or safety.
28
29 C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in
30 occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's
31 aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace
32 Work cut and patched in a visually unsatisfactory manner.
33

34
35 **PART 2 – PRODUCTS**

36
37 **2.1 MATERIALS**

- 38
39 A. Use materials that are identical to existing materials. If identical materials are not available or
40 cannot be used where exposed surfaces are involved, use materials that match existing
41 adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials
42 whose installed performance will equal or surpass that of existing materials.
43
44
45

1 **PART 3 EXECUTION**

2
3 **3.1 INSPECTION**

4
5 A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under
6 which cutting and patching is to be performed. Take corrective action before proceeding, if
7 unsafe or unsatisfactory conditions are encountered.

8
9 1. Before proceeding, meet at the site with parties involved in cutting and patching,
10 including mechanical and electrical trades. Review areas of potential interference and
11 conflict. Coordinate procedures and resolve potential conflicts before proceeding.

12
13 **3.2 PREPARATION**

14
15 A. Temporary Support: Provide temporary support of Work to be cut.

16
17 B. Protection: Protect existing construction during cutting and patching to prevent damage.
18 Provide protection from adverse weather conditions for portions of the Project that might be
19 exposed during cutting and patching operations.

20
21 C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining
22 areas.

23
24 D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the
25 building, but scheduled to be removed or relocated until provisions have been made to bypass
26 them.

27
28 **3.3 PERFORMANCE**

29
30 A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and
31 patching at the earliest feasible time and complete without delay.

32
33 1. Cut existing construction to provide for installation of other components or performance
34 of other construction activities and the subsequent fitting and patching required to
35 restore surfaces to their original condition.

36
37 B. Cutting: Cut existing construction using methods least likely to damage elements to be
38 retained or adjoining construction. Where possible review proposed procedures with the
39 original installer; comply with the original installer's recommendations.

40
41 1. In general, where cutting is required use hand or small power tools designed for sawing or
42 grinding, not hammering and chopping. Cut holes and slots neatly to size required with
43 minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

44 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side
45 into concealed surfaces.

- 1 3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or
2 diamond core drill.
- 3 4. Comply with requirements of applicable Sections of Division 2 where cutting and patching
4 requires excavating and backfilling.
- 5 5. By pass utility services such as pipe or conduit, before cutting, where services are shown
6 or required to be removed, relocated or abandoned. Cut off pipe or conduit in walls or
7 partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or
8 conduit to prevent entrance of moisture or other foreign matter after by passing and
9 cutting.
- 10
- 11 C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified
12 tolerances.
- 13
- 14 1. Where feasible, inspect and test patched areas to demonstrate integrity of the
15 installation.
- 16 2. Restore exposed finishes of patched areas and extend finish restoration into retained
17 adjoining construction in a manner that will eliminate evidence of patching and
18 refinishing.
- 19 3. Where removal of walls or partitions extends one finished area into another, patch and
20 repair floor and wall surfaces in the new space to provide an even surface of uniform color
21 and appearance. Remove existing floor and wall coverings and replace with new
22 materials, if necessary to achieve uniform color and appearance.
- 23
- 24 a. Where patching occurs in a smooth painted surface, extend final paint coat over
25 entire unbroken surface containing the patch, after the patched area has received
26 primer and second coat.
- 27
- 28 4. Patch, repair or re-hang existing ceilings as necessary to provide an even plane surface of
29 uniform appearance.
- 30

31 **3.4 CLEANING**

- 32
- 33 A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access.
34 Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean
35 piping, conduit and similar features before painting or other finishing is applied. Restore
36 damaged pipe covering to its original condition.
- 37
- 38

39 **END OF SECTION 017329**

1

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1 **SECTION 017400 – CLEANING AND WASTE MANAGEMENT**

2
3
4 **PART 1 - GENERAL**

5
6 **1.1 RELATED WORK**

- 7
8 A. The Work of this Section shall be included as a part of the Contract Documents of each
9 Contractor of this Project.

10
11 **1.2 DAILY CLEANING**

- 12
13 A. Define and emphasize the responsibility of each Contractor to remove his rubbish and debris
14 from the construction site to guard against fire and safety hazards as well as to provide a more
15 efficient construction operation for all Contractors. If this cleaning is not performed to the
16 satisfaction of the Owner and the Architect, it will be performed for the Contractor at his
17 expense.

18
19 **1.3 ROUTINE CLEANING**

- 20
21 A. Each Friday afternoon, and more often if necessary, each Contractor shall perform an overall
22 cleanup of the entire site, including a broom cleaning of appropriate surfaces. The trades shall
23 remove their rubbish and debris from the building site to the rubbish collection location
24 promptly upon its accumulation and in no event later than the regular Friday general cleanup.

25
26 **1.4 RUBBISH CONTAINER**

- 27
28 A. All Contractors shall be responsible to maintain an orderly construction site. All Contractors
29 shall cooperate in establishing a construction debris storage location or container as required.
30 Routinely remove the collected debris and haul away from site at the end of each working day.
31 The Contractor shall not use the Owner's disposal container and trash cans to dispose of
32 construction debris.
33
34 B. If a rubbish container is provided, dispose of container contents weekly or at more frequent
35 intervals if required by inadequate container capacity.

36
37 **1.5 SAFETY REQUIREMENTS**

- 38
39 A. Hazards Control (By each Contractor)
- 40
 - 41 1. Store volatile wastes in covered metal containers, and remove from the premises daily.
 - 42 2. Prevent accumulation of wastes, which create hazardous conditions.
 - 43 3. Provide adequate ventilation during use of volatile or noxious substances.
 - 44
 - 45

1 B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution
2 laws.

- 3
4 1. Do not burn or bury rubbish and waste materials on project site.
5 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or
6 sanitary drains.
7 3. Do not dispose of wastes into streams or waterways.
8

9
10 **PART 2 - PRODUCTS**

11
12 **2.1 MATERIALS**

- 13
14 A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
15
16 B. Use cleaning materials only on surface recommended by cleaning material manufacturer.
17

18
19 **PART 3 - EXECUTION**

20
21 **3.1 DAILY CLEANING**

- 22
23 A. Each Contractor shall execute daily cleaning to ensure that building, grounds, and public
24 properties are maintained free from accumulations of waste materials and rubbish.
25
26 B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
27
28 C. Daily, during progress of work, clean site and public properties and dispose of waste materials,
29 debris, and rubbish in dumpster type rubbish container provided under this Section.
30
31 D. Handle materials in a controlled manner with as few handlings as possible; do not drop or
32 throw materials from heights.
33
34 E. Schedule cleaning operations so that dust and other contaminants resulting from cleaning
35 process will not fall on wet, newly painted surfaces.
36
37 F. Place no new work on dirty surfaces.
38

39 **3.2 ROUTINE CLEANING**

- 40
41 A. Employ experienced workmen for cleaning.
42
43 B. Remove dirt, mud, and other foreign materials from sight exposed interior and exterior
44 surfaces.
45

- 1 C. Each Friday, or at more frequent intervals, if work activities justify same, perform the following
2 cleaning. This includes all dirt, dust, and debris not identifiable as part of a Contract. Broom
3 clean floor and paved surfaces; rake clean other surfaces of ground.
4
5 D. Maintain adjacent roads free from the accumulation of mud, rocks, rubbish, litter and debris
6 resulting from construction activities.
7
8 E. Remove litter, rubbish and debris from chases, whether the chases will be accessible or not.
9
10 F. Maintain cleaning throughout the life of the Project.
11
12 G. Should the Contractor fail in the performance of this Work, the Owner may perform such
13 Work in accordance with Article 3 of the General Conditions.
14

15 **3.3 FINAL CLEANING (Each Contractor)**
16

- 17 A. Each Contractor shall perform his respective final clean-up and shall leave the Work of the
18 complete Project in clean, neat condition. The following are examples, but not by way of
19 limitation, of cleaning levels required.
20 1. Remove labels that are not required as permanent labels.
21 2. Clean transparent materials, including mirrors and window/door glass, to a polished
22 condition, removing substances that are noticeable as vision-obscuring materials. Replace
23 broken glass and damaged transparent materials.
24 3. Clean exposed exterior and interior hard surfaces to a dirt free condition, free of dust,
25 stains, films, and similar noticeable distracting substances. Except as otherwise indicated,
26 avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces
27 to original reflective condition.
28 4. Wipe surfaces of mechanical and electrical equipment clean; remove excess lubrication
29 and other substances.
30 5. Remove debris and surface dust from limited access spaces including roofs, plenums,
31 shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
32 6. Clean concrete floors in non-occupied spaces broom clean.
33 7. Vacuum clean carpeted surfaces and similar soft surfaces.
34 8. Clean plumbing fixtures to a sanitary condition, free of stains, including those resulting
35 from water exposure.
36 9. Clean light fixtures and lamps so as to function with full efficiency.
37 10. Clean project site (yard and grounds), including landscape development areas, of litter and
38 foreign substances. Sweep paved areas to a broom clean condition; remove stains, petro-
39 chemical spills, and other foreign deposits. Rake grounds that are neither planted nor
40 paved to a smooth, even textured surface.
41
42

43 **END OF SECTION 017400**
44

1

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1 **SECTION 017700 – CLOSEOUT PROCEDURES**

2
3
4 **PART 1 - GENERAL**

5
6 **1.1 RELATED DOCUMENTS**

- 7
8 A. The Work of this Section shall be included as a part of the Contract Documents to the
9 Contractors on this Project.
10
11 B. Refer to the General and Supplementary Conditions of the Contract, for Substantial
12 Completion and final payment.
13

14 **1.2 SUMMARY**

- 15
16 A. Closeout is hereby defined to include general requirements near the end of Contract Time in
17 preparation for final acceptance, final payment, normal termination of contract, occupancy by
18 Owner, and similar actions evidencing completion of the work. Specific requirements for
19 individual parts of the Work are specified in Sections of Division 2 through 49. Time of
20 closeout is directly associated to Date of Substantial Completion.
21
22 B. Project Completion Date: The buildings will be ready for occupancy by the Owner by the date
23 listed in the Construction Documents.
24

25 **1.3 PREREQUISITES TO SUBSTANTIAL COMPLETION**

- 26
27 A. Prior to requesting Architect review for Certificate of Substantial Completion, (for either entire
28 Work or portions thereof), complete the following and list known exceptions in request.
29
30 1. Advise Owner of pending insurance changeover requirements.
31 2. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements,
32 agreements, final certifications, and other required closeout documents.
33 3. Obtain and submit release enabling Owner's full and unrestricted use of the Work and
34 access to services and utilities, including occupancy permits, operating certificates, and
35 other similar required releases.
36 4. Deliver tools, spare parts, extra stocks of materials, and similar physical items as specified
37 to the Owner. Obtain receipts for deliveries. Do NOT leave extra materials at schools.
38 5. Make final changeover of locks and transmit keys to Owner and advise Owner's personnel
39 of changeover in security provisions.
40 6. Complete start-up testing of systems and instruction of Owner's operating/maintenance
41 personnel. Discontinue and remove from project site temporary facilities and service,
42 construction tools and facilities, mock-ups, and other construction elements.
43 7. Complete final cleaning up requirements as specified in Section 017400 and Section
44 017700.
45

1 **1.4 PREREQUISITES TO FINAL PAYMENTS**

- 2
- 3 A. Prior to requesting Architect final review for certification of final payment, complete the
- 4 following:
- 5
- 6 1. Refer to the Supplementary Conditions.
 - 7 2. Submit final payment request with required closeout attachments.
 - 8 3. Submit copy of Architect's final punch list of itemized Work to be completed or corrected,
 - 9 stating that each and every item has been completed or otherwise resolved for
 - 10 acceptance.
 - 11 4. Submit record drawings, maintenance manuals, and similar final record information as
 - 12 specified.
 - 13 5. Submit certification of code compliance.
 - 14 6. Submit certification stating that no materials containing asbestos were incorporated into
 - 15 the Work.
 - 16 7. Plumbing Contractor shall submit certification stating that no flux or solder used for
 - 17 drinking water piping containing more than 0.2 percent lead, and that no pipe or fittings
 - 18 used for drinking water piping contained no more than 0.8 percent lead.
 - 19

20

21 **PART 2 - PRODUCTS (Not Applicable)**

22

23

24 **PART 3 - EXECUTION**

25

26 **3.1 PUNCH LIST**

27

- 28 A. Prior to the Architect's preparation of a Project Punch List, the General Prime Contractor shall
- 29 prepare his own punch list and submit to the Architect, for use by the Architect and Owner to
- 30 facilitate completion of the Work.
- 31
- 32 B. The Contractor's inspection shall be as thorough as possible, in accordance with his aspiration
- 33 to provide first-class workmanship and maintain good reputation and shall include Work
- 34 under his Contract, including that of his subcontractors.
- 35
- 36 C. The Architect shall then observe the Work, providing that the Work on the Contractor's punch
- 37 list has been completed. The Architect will then verify through inspection observation and
- 38 prepare an Architect's Project Punch List for use by the Contractor and their subcontractors to
- 39 expedite proper completion of the Work.
- 40
- 41 D. The Architect will repeat the inspection observation when requested and assured by the
- 42 Contractor that the Work from the Architect's Project Punch List has been substantially
- 43 completed. Results of the completed inspection will form the basis of requirements for final
- 44 acceptance.
- 45

1 1. If the Architect's Project Punch List has not been completed, the Architect will repeat
2 inspection observation under the Reinspection Procedure listed below.

3
4 E. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the
5 Work has been completed, except for items whose completion is delayed under circumstances
6 that have been accepted by the Architect and Owner.

7
8 1. Upon completion of Reinspection, the Architect will prepare a certificate of final
9 acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work
10 that is incomplete or obligations that have not been fulfilled, but are required.

11 2. The Architect's time, due to Reinspection, will be invoiced directly to the contractor. The
12 billing rates applied will be the current billing rate at time of Reinspection. A copy of the
13 billing rates can be attained through the offices of the Architect. Retainage will be held
14 until proof of payment to Architect has been received.

15 3. If necessary, Reinspection will be repeated.
16

17 **3.2 WARRANTY - CORRECTION OF THE WORK**

18
19 A. Prior to the expiration of the one year warranty period, the Architect will check to see if
20 additional Work by the Contractor(s) is needed to make good the warranties. An itemized list
21 will be furnished to the Contractor for corrective or replacement work.

22
23 B. This Work shall be completed immediately by the Contractor(s) after receiving notification.
24

25 **3.3 PROJECT RECORD DRAWINGS**

26
27 A. Each Contractor shall keep current during the progress of the Work, and submit updated
28 Project Record Drawings at the completion of the project, especially for the purpose on this
29 project. Drawings shall incorporate changes made in the Work of the respective trades during
30 the construction period. Such changes shall be indicated at the time they occur for accuracy.
31

32 B. Maintain at the job site one copy of Drawings, Project Manual, Addenda, approved shop
33 drawings, change orders, field orders, other Contract modifications, and other approved
34 documents submitted by the Contractor(s), in compliance with various Sections of the Project
35 Manual.
36

37 C. Each of these Project Record Documents shall be clearly marked "Project Record Copy";
38 maintained in good condition; available for observation by the Architect; and shall not be used
39 for construction purposes. Mark up the documents to indicate the following:
40

- 41 1. Significant changes and selections made during the construction process;
42 2. Significant detail not shown in the original Contract Documents including change orders;
43 3. The location of underground utilities and appurtenances dimensionally referenced to
44 permanent surface improvements;
45

- 1 4. The location of internal utilities and appurtenances concealed in building structures,
2 referenced to visible and accessible features of the structure;
- 3 5. When elements are placed exactly as shown on the Drawings, so indicate; otherwise,
4 indicate changed location.
- 5
- 6 D. Keep Project Record Documents current. Do not permanently conceal Work until the required
7 information has been recorded.
- 8
- 9 E. Prior to final payment on the Project, submit to the Architect the Project Record Drawings for
10 changes recorded for the Work of Divisions 2 through 14.
- 11
- 12 F. Prior to final completion and payment, the Contractors for Mechanical Work and Electrical
13 Work, Division 22, 23, 26 and 27, shall update their working drawings with changes made in
14 his Work. Submit two (2) complete sets of prints of these changed working drawings to the
15 Architect.
- 16
- 17 1. Each drawing shall be labeled "Project Record Drawing", dated and signed by the
18 Contractor.
- 19
- 20 G. The General Contractor shall certify that the Project Record Drawings show complete and
21 accurate as-built conditions, including without limitation, sizes, kinds of materials, vital piping
22 and valves, conduit locations, and other similar and required items.
- 23
- 24 H. Contractor(s) shall include as part of the Project Record Drawings, a complete and current
25 Project Manual, indicating changes made relating to the specifications. All requirements for
26 the Project Record Drawings apply to the Project Record Project Manual.
- 27
- 28 I. The General Contractor shall maintain all approved Permit Drawings in a manner so as to
29 make them accessible to governmental inspectors and other authorized agencies. All
30 approved Drawings shall be wrapped, marked, and delivered to the Owner within 30 days of
31 the Date of Final Completion of the Work.
- 32

3.4 CERTIFICATION OF CODE COMPLIANCE

- 33
- 34
- 35 A. Prior to final payment, the Contractor indicated below shall submit to the Architect (in
36 duplicate), letters of certification of code compliance as follows:
37
- 38 1. The Contractor(s) for Division 22 and 23, shall submit a letter certifying that mechanical
39 installations comply with UMC current applicable editions.
- 40 2. The Contractor(s) for Division 26 and 27, shall submit letters certifying that electrical
41 wiring complies with NEC current applicable editions.
- 42 3. The Contractor for Division 26 and 27, shall submit letters certifying that alarm systems
43 and smoke and heat detection systems comply with State of Indiana Codes and
44 Regulations, current applicable editions.
- 45

1 **3.5 MAINTENANCE AND OPERATING MANUALS**

- 2
- 3 A. Prior to Date of Substantial Completion, and a requirement prior to receiving final payment,
- 4 each Contractor shall submit to the Architect two (2) copies of a comprehensive Maintenance
- 5 and Operating Manuals labeled and bound separately for each school presenting complete
- 6 directions and recommendations for the proper care and maintenance of visible surfaces as
- 7 well as maintenance and operating instructions for equipment items that were provided.
- 8 Operation and Maintenance Manuals shall include the following:
- 9
- 10 1. Schematic and piping and wiring diagrams.
- 11 2. Valve charts and schedules.
- 12 3. Lubrication charts and schedules.
- 13 4. Guides for troubleshooting.
- 14 5. Pertinent diagrams of equipment with main parts identification.
- 15 6. Manufacturer's data on all equipment.
- 16 7. Operating and maintenance instructions for all equipment.
- 17 8. Manufacturer's parts list.
- 18 9. Any testing procedures for operating tests.
- 19
- 20 B. Operating instructions shall include necessary printed directions for correct operations,
- 21 adjustments, servicing, and maintenance of movable parts. Also included shall be suitable
- 22 parts lists, approved shop drawings, and diagrams showing parts location and assembly.
- 23
- 24 C. Upon Architect's approval and prior to issuance of final payment(s), each Contractor shall
- 25 submit two (2) corrected and completed copies of Operating and Maintenance Manuals to the
- 26 Architect.
- 27
- 28 D. Contractor to provide a separate manual for each item for each site. For example: Three
- 29 schools all receive the same model of a Sloan flush valve; provide each school a separate
- 30 manual even though it is the same model. Use durable 3-ring binders or clear front report
- 31 covers with three double tang fasteners (to hold three hole punched sheets) depending on the
- 32 size of the manual. On the front cover clearly identify: year of installation, building/site name,
- 33 and project name.
- 34
- 35 E. For each titled item or portion of the Work, manual must provide the names, addresses, and
- 36 phone numbers of the following parties:
- 37
- 38 1. Contractor/installer.
- 39 2. Manufacturer.
- 40 3. Nearest dealer/supplier.
- 41 4. Nearest agency capable of supplying parts and service.
- 42
- 43 F. For each manual label on front cover or spine, indicate the following information:
- 44
- 45 1. Project name and address.

- 1 2. Owner's name.
- 2 3. Name and address of Architect.
- 3 4. Name and address of all contractors and their contacts.
- 4 5. Date of submission.
- 5
- 6 G. The Contractor(s) shall instruct the Owner's operating personnel in the proper use, care and
- 7 emergency repair of all equipment installed before final payment. The Contractor(s) shall call
- 8 particular attention to any safety measures that should be followed. The instruction shall be
- 9 adequate to train the Owner's operating personnel in the proper use, care, and emergency
- 10 repair of such equipment.
- 11
- 12 H. Refer to Section 013300 – Submittal Procedures for additional requirements.
- 13
- 14 I. Provide to Owner and Architect one copy each of all Maintenance and Operating Manuals in
- 15 .pdf format. Provide Folders for each school with its pertinent manuals.
- 16

17 **3.6 CHARTS AND LOCATIONS OF CONCEALED WORK**

- 18
- 19 A. The Contractor(s) for Mechanical Work (Division 23), shall prepare suitable charts identifying
- 20 and locating each concealed control or other concealed item requiring repair, adjustment, and
- 21 maintenance. Charts shall be mounted in suitable frames with glass covers secured to wall
- 22 where directed.
- 23
- 24 B. Charts shall list each item, together with its function, item number and location.
- 25
- 26 C. Locations throughout the building shall be identified on the wall or ceiling by permanent, non-
- 27 obstructive plates, labels, or other approved means secured in a permanent manner.
- 28
- 29 D. Chart details, identification methods, locations, and methods of attachment shall be specified
- 30 or approved by the Architect at the jobsite upon full submission of proposed procedures and
- 31 proper execution of same.
- 32

33 **END OF SECTION 017700**

1 **SECTION 017800 – CLOSEOUT SUBMITTALS**

2
3
4 **PART 1 GENERAL**

5
6 **1.1 SUMMARY**

7
8 A. This Section specifies general administrative and procedural requirements for warranties and
9 bonds required by the Contract Documents, including manufacturers' standard warranties on
10 products and special warranties.

- 11
12 1. Refer to the General Conditions for terms of the Contractor's warranty of workmanship
13 and materials.
14 2. Specific requirements for warranties for the Work and products and installations that are
15 specified to be warranted are included in the individual Sections of Divisions-2 thru -49.
16 3. Certifications and other commitments and agreements for continuing services to Owner
17 are specified elsewhere in the Contract Documents.

18
19 B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties
20 do not relieve the Contractor of the warranty on the Work that incorporates the products.
21

22 **1.2 DEFINITIONS**

23
24 A. Standard Product Warranties are preprinted written warranties published by individual
25 manufacturers for particular products and are specifically endorsed by the manufacturer to
26 the Owner.

27
28 B. Special Warranties are written warranties required by or incorporated in the Contract
29 Documents, either to extend time limits provided by standard warranties or to provide greater
30 rights for the Owner.
31

32 **1.3 WARRANTY REQUIREMENTS**

33
34 A. Related Damages and Losses: When correcting warranted Work that has failed, remove and
35 replace other Work that has been damaged as a result of such failure or that must be removed
36 and replaced to provide access for correction of warranted Work.
37

38 B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected
39 by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated
40 warranty shall be equal to the original warranty with an equitable adjustment for
41 depreciation.
42

43 C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace
44 or rebuild the Work to an acceptable condition complying with requirements of Contract
45 Documents. The Contractor is responsible for the cost of replacing or rebuilding defective

1 Work regardless of whether the Owner has benefited from use of the Work through a portion
2 of its anticipated useful service life.

3
4 D. Owner's Recourse: Written warranties made to the Owner are in addition to implied
5 warranties, and shall not limit the duties, obligations, rights and remedies otherwise available
6 under the law, nor shall warranty periods be interpreted as limitations on time in which the
7 Owner can enforce such other duties, obligations, rights, or remedies.

8
9 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit
10 selections to products with warranties not in conflict with requirements of the Contract
11 Documents.

12
13 E. The Owner reserves the right to refuse to accept Work for the Project where a special
14 warranty, certification, or similar commitment is required on such Work or part of the Work,
15 until evidence is presented that entities required to countersign such commitments are willing
16 to do so.

17
18 **1.4 SUBMITTALS**

19
20 A. Submit written warranties to the Architect prior to the date certified for Substantial
21 Completion. If the Architect's Certificate of Substantial Completion designates a
22 commencement date for warranties other than the date of Substantial Completion for the
23 Work, or a designated portion of the Work, submit written warranties upon request of the
24 Architect.

25
26 1. When a designated portion of the Work is completed and occupied or used by the Owner,
27 by separate agreement with the Contractor during the construction period, submit
28 properly executed warranties to the Architect within fifteen days of completion of that
29 designated portion of the Work.

30
31 B. Special Warranties: When a special warranty is required to be executed by the Contractor, or
32 the Contractor and a subcontractor, or supplier or manufacturer, prepare a written document
33 that contains appropriate terms and identification, ready for execution by the required
34 parties. Submit a draft to the Owner through the Architect for approval prior to final
35 execution.

36
37 1. Refer to individual Sections of Divisions-2 through -49 for specific content requirements,
38 and particular requirements for submittal of special warranties.

39
40 C. Form of Submittal: At Final Completion compile two copies of each required warranty and
41 bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or
42 manufacturer. Organize the warranty documents into an orderly sequence based on the table
43 of contents of the Project Manual.

- 1 D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered
2 loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-
3 1/2" by 11" paper.
4
- 5 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty.
6 Mark the tab to identify the product or installation. Provide a typed description of the
7 product or installation, including the name of the product, and the name, address and
8 telephone number of the installer.
 - 9 2. Identify each binder on the front and the spine with the typed or printed title
10 "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.
 - 11 3. When operating and maintenance manuals are required for warranted construction,
12 provide additional copies of each required warranty, as necessary, for inclusion in each
13 required manual.
14

15 **PART 2 - PRODUCTS (Not Applicable)**

16
17 **PART 3 - EXECUTION (Not Applicable)**

18
19
20 **END OF SECTION 017800**
21

1

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DIVISION 4

1 **SECTION 042000 - UNIT MASONRY**

2 **PART 1 - GENERAL**

3 **1.1 SUMMARY**

4 A. Section Includes:

- 5 1. Concrete masonry units (CMU's).
6 2. Face brick to match existing.

7 B. Related Sections:

- 8 1. Division 05 Section "Metal Fabrications" for furnishing steel lintels and shelf angles for
9 unit masonry.

10 **1.2 PRECONSTRUCTION TESTING**

11 A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform
12 preconstruction testing indicated below. Retesting of materials that fail to comply with
13 specified requirements shall be done at Contractor's expense.

- 14 1. Clay Masonry Unit Test: For each type of unit required, according to ASTM C 67 for
15 compressive strength.
16 2. Concrete Masonry Unit Test: For each type of unit required, according to ASTM C 140
17 for compressive strength.

18 **1.3 SUBMITTALS**

19 A. Product Data: For each type of product indicated.

20 B. Shop Drawings: For reinforcing steel. Detail bending and placement of unit masonry
21 reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."

22 C. Samples for Verification: For each type and color of exposed masonry unit and colored
23 mortar.

24 D. Material Certificates: For each type and size of product indicated. For masonry units include
25 material test reports substantiating compliance with requirements.

26 E. Mix Designs: For each type of mortar and grout. Include description of type and proportions
27 of ingredients.

- 1 1. Include test reports for mortar mixes required to comply with property specification.
2 Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water
3 retention, and ASTM C 91 for air content.
- 4 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with
5 compressive strength requirement.

6 **1.4 QUALITY ASSURANCE**

- 7 A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements
8 in the Contract Documents.
- 9 B. Sample Panels: Build sample panels to verify selections made under sample submittals and to
10 demonstrate aesthetic effects. Comply with requirements in Division 01 Section "Quality
11 Requirements" for mockups.
 - 12 1. Build sample panels for each type of exposed unit masonry construction in sizes
13 approximately 48 inches (1200 mm) long by 48 inches (1200 mm) high by full thickness.

14 **1.5 PROJECT CONDITIONS**

- 15 A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with
16 ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by
17 frost or by freezing conditions. Comply with cold-weather construction requirements
18 contained in ACI 530.1/ASCE 6/TMS 602.
- 19 B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained
20 in ACI 530.1/ASCE 6/TMS 602.

21 **PART 2 - PRODUCTS**

22 **2.1 MASONRY UNITS, GENERAL**

- 23 A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units
24 to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use
25 units where such defects will be exposed in the completed Work.
- 26 B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for
27 fire-resistance ratings indicated as determined by testing according to ASTM E 119, by
28 equivalent masonry thickness, or by other means, as acceptable to authorities having
29 jurisdiction.

1 **2.2 CONCRETE MASONRY UNITS**

2 A. Shapes: Provide shapes indicated and for lintels, corners, jambs, sashes, movement joints,
3 headers, bonding, and other special conditions.

4 B. CMUs: ASTM C 90.

5 1. Density Classification: Normal weight.

6 **2.3 BRICK**

7 A. General: Provide shapes indicated and as follows:

8 1. For ends of sills and caps and for similar applications that would otherwise expose
9 unfinished brick surfaces, provide units without cores or frogs and with exposed
10 surfaces finished.

11 2. Provide special shapes for applications where shapes produced by sawing would result
12 in sawed surfaces being exposed to view.

13 B. Face Brick: Facing brick complying with ASTM C 216.

14 1. Grade: SW.

15 2. Type: To match existing face brick

16 3. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated
17 "not effloresced."

18 4. Size: To match existing face brick.

19 **2.4 MORTAR AND GROUT MATERIALS**

20 A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather
21 construction. Provide natural color or white cement as required to produce mortar color
22 indicated.

23 B. Hydrated Lime: ASTM C 207, Type S.

24 C. Colored Cement Product: Packaged blend made from portland cement and hydrated lime and
25 mortar pigments, all complying with specified requirements, and containing no other
26 ingredients.

27 D. Aggregate for Mortar: ASTM C 144.

28 1. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent
29 passing the No. 16 (1.18-mm) sieve.

30 2. White-Mortar Aggregates: Natural white sand or crushed white stone.

- 1 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to
2 produce required mortar color.
- 3 E. Aggregate for Grout: ASTM C 404.
- 4 F. Cold-Weather Admixture: Cold-Weather Admixtures are not permitted.
- 5 G. Water: Potable.

6 **2.5 REINFORCEMENT**

- 7 A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60
8 (Grade 420).
- 9 B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
- 10 1. Interior Walls: Hot-dip galvanized, carbon steel.
- 11 2. Exterior Walls: Hot-dip galvanized, carbon steel.
- 12 3. Wire Size for Side Rods: 0.187-inch (4.76-mm) diameter.
- 13 4. Wire Size for Cross Rods: 0.187-inch (4.76-mm) diameter.
- 14 5. Wire Size for Veneer Ties: 0.187-inch (4.76-mm) diameter.
- 15 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
- 16 7. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.
- 17 C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with
18 single pair of side rods.

19 **2.6 TIES AND ANCHORS**

- 20 A. Materials: Provide ties and anchors specified in this article that are made from materials that
21 comply with the following unless otherwise indicated.
- 22 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M,
23 Class B-2 coating.
- 24 2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel,
25 with ASTM A 153/A 153M, Class B coating.
- 26 3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- 27 B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway
28 through veneer but with at least 5/8-inch (16-mm) cover on outside face. Outer ends of wires
29 are bent 90 degrees and extend 2 inches (50 mm) parallel to face of veneer.
- 30 C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches (100 mm)
31 wide.

- 1 1. Wire: Fabricate from 1/4-inch- (6.35-mm-) diameter, hot-dip galvanized steel wire.
- 2 D. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or
3 horizontal adjustment but resist tension and compression forces perpendicular to plane of
4 wall.
- 5 1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and
6 attached to tie section; formed from 0.105-inch- (2.66-mm-) thick, steel sheet,
7 galvanized after fabrication.
- 8 2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch (25 mm) of
9 masonry face, made from 0.25-inch- (6.35-mm-) diameter, hot-dip galvanized steel wire.
- 10 E. Adjustable Masonry-Veneer Anchors:
- 11 1. General: Provide anchors that allow vertical adjustment but resist tension and
12 compression forces perpendicular to plane of wall, for attachment over sheathing to
13 wood or metal studs, and as follows:
- 14 a. Structural Performance Characteristics: Capable of withstanding a 100-lbf (445-N)
15 load in both tension and compression without deforming or developing play in
16 excess of 0.05 inch (1.3 mm).
- 17
- 18 2. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal
19 anchor section.
- 20 a. Anchor Section: Rib-stiffened, sheet metal plate with screw holes top and
21 bottom, having slotted holes for inserting wire tie.
- 22 b. Fabricate sheet metal anchor sections and other sheet metal parts from 1.05-
23 inch- (2.66-mm-) thick, steel sheet, galvanized after fabrication.
- 24 c. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.25-
25 inch- (6.35-mm-) diameter, hot-dip galvanized steel wire.

26 **2.7 EMBEDDED FLASHING MATERIALS**

- 27 A. Flexible Flashing: Use one of the following unless otherwise indicated:
- 28 1. Copper-Laminated Flashing: 7-oz./sq. ft. (2-kg/sq. m) copper sheet bonded between 2
29 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
- 30 2. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a
31 polyester-reinforced ethylene interpolymer alloy.
- 32 B. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products
33 or products recommended by flashing manufacturer for bonding flashing sheets to each other
34 and to substrates.

1 **2.8 MISCELLANEOUS MASONRY ACCESSORIES**

2 A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1;
3 compressible up to 35 percent; formulated from neoprene.

4 B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying
5 with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to
6 maintain lateral stability in masonry wall; size and configuration as indicated.

7 C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226,
8 Type I (No. 15 asphalt felt).

9 D. Weep/Vent Products: Use the following unless otherwise indicated:

10 1. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and
11 width of head joint and depth 1/8 inch (3 mm) less than depth of outer wythe; in color
12 selected from manufacturer's standard.

13 E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not
14 degrade within the wall cavity.

15 1. Provide the following configuration:

16 a. Strips, full-depth of cavity and 10 inches (250 mm) high, with dovetail shaped
17 notches 7 inches (175 mm) deep.

18 **2.9 CAVITY-WALL INSULATION**

19 A. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV, closed-cell product extruded
20 with an integral skin.

21 B. Adhesive: Type recommended by insulation board manufacturer for application indicated.

22 **2.10 MASONRY CLEANERS**

23 A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing
24 mortar/grout stains, efflorescence, and other new construction stains from new masonry
25 without discoloring or damaging masonry surfaces. Use product expressly approved for
26 intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

- 1 **2.11 MORTAR AND GROUT MIXES**
- 2 A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators,
3 retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless
4 otherwise indicated.
- 5 1. Do not use calcium chloride in mortar or grout.
6 2. Use portland cement-lime mortar unless otherwise indicated.
- 7 B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix.
8 Measure quantities by weight to ensure accurate proportions, and thoroughly blend
9 ingredients before delivering to Project site.
- 10 C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the
11 following types of mortar for applications stated unless another type is indicated.
- 12 1. For masonry below grade or in contact with earth, use Type M.
13 2. For reinforced masonry, use Type S.
14 3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls;
15 for interior load-bearing walls; for interior non-load-bearing partitions; and for other
16 applications where another type is not indicated, use Type N.
- 17 D. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and
18 natural color or white cement as necessary to produce required mortar color.
- 19 1. Application: Use colored aggregate mortar for exposed mortar joints with the following
20 units:
- 21 a. Face brick.
- 22 E. Grout for Unit Masonry: Comply with ASTM C 476.
- 23 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that
24 will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout
25 spaces and pour height.
26 2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for
27 specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
28 3. Provide grout with a slump of 8 to 11 inches (203 to 279 mm) as measured according to
29 ASTM C 143/C 143M.

1 **PART 3 - EXECUTION**

2 **3.1 INSTALLATION, GENERAL**

- 3 A. Use full-size units without cutting if possible. If cutting is required to provide a continuous
4 pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp,
5 unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install
6 cut units with cut surfaces and, where possible, cut edges concealed.
- 7 B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and
8 textures.
- 9 C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30
10 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are
11 damp but not wet at time of laying.

12 **3.2 TOLERANCES**

13 A. Dimensions and Locations of Elements:

- 14 1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch (12
15 mm) or minus 1/4 inch (6 mm).
- 16 2. For location of elements in plan do not vary from that indicated by more than plus or
17 minus 1/2 inch (12 mm).
- 18 3. For location of elements in elevation do not vary from that indicated by more than plus
19 or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

20 B. Lines and Levels:

- 21 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4
22 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
- 23 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary
24 from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6
25 m), or 1/2 inch (12 mm) maximum.
- 26 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet
27 (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 28 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and
29 expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet
30 (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 31 5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet (6 mm
32 in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.

33 C. Joints:

- 1 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch
- 2 (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
- 3 2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8
- 4 inch (9 mm) or minus 1/4 inch (6 mm).
- 5 3. For exposed head joints, do not vary from thickness indicated by more than plus or
- 6 minus 1/8 inch (3 mm).

7 **3.3 LAYING MASONRY WALLS**

- 8 A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint
- 9 thicknesses and for accurate location of openings, movement-type joints, returns, and offsets.
- 10 Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at
- 11 other locations.
- 12 B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in
- 13 running bond; do not use units with less than nominal 4-inch (100-mm) horizontal face
- 14 dimensions at corners or jambs.
- 15 C. Built-in Work: As construction progresses, build in items specified in this and other Sections.
- 16 Fill in solidly with masonry around built-in items.
- 17 D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- 18 E. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels,
- 19 posts, and similar items unless otherwise indicated.

20 **3.4 MORTAR BEDDING AND JOINTING**

- 21 A. Lay hollow CMUs as follows:
- 22 1. With face shells fully bedded in mortar and with head joints of depth equal to bed
- 23 joints.
- 24 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
- 25 3. With webs fully bedded in mortar in grouted masonry, including starting course on
- 26 footings.
- 27 4. With entire units, including areas under cells, fully bedded in mortar at starting course
- 28 on footings where cells are not grouted.
- 29 B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient
- 30 mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head
- 31 joints.
- 32 C. Tool exposed joints to match existing joints.

- 1 D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than
2 paint) unless otherwise indicated.

3 3.5 CAVITY WALLS

- 4 A. Bond wythes of cavity walls together using one of the following methods:

- 5 1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less
6 than one metal tie for 2.67 sq. ft. (0.25 sq. m) of wall area spaced not to exceed 16
7 inches (406 mm) o.c. horizontally and 16 inches (406 mm) o.c. vertically. Stagger ties in
8 alternate courses. Provide additional ties within 12 inches (305 mm) of openings and
9 space not more than 36 inches (915 mm) apart around perimeter of openings. At
10 intersecting and abutting walls, provide ties at no more than 24 inches (610 mm) o.c.
11 vertically.
- 12 2. Masonry Joint Reinforcement: Installed in horizontal mortar joints.

- 13 a. Where one wythe is of clay masonry and the other of concrete masonry, use
14 adjustable (two-piece) type reinforcement to allow for differential movement
15 regardless of whether bed joints align.

- 16 B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds
17 away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or
18 remove mortar fins protruding into cavity.

- 19 C. Coat cavity face of backup wythe to comply with Division 07 Section "Bituminous
20 Dampproofing."

- 21 D. Installing Cavity-Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches
22 (300 mm) o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners
23 designed for this purpose. Fit courses of insulation between wall ties and other confining
24 obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside
25 wythe of masonry or other construction as shown.

26 3.6 MASONRY JOINT REINFORCEMENT

- 27 A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8
28 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a
29 minimum of 6 inches (150 mm).

- 30 1. Space reinforcement not more than 16 inches (406 mm) o.c.
31 2. Provide reinforcement not more than 8 inches (203 mm) above and below wall openings
32 and extending 12 inches (305 mm) beyond openings in addition to continuous
33 reinforcement.

- 1 B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- 2 C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- 3 D. Provide continuity at corners by using prefabricated L-shaped units.

4 **3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE**

- 5 A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel
- 6 or concrete to comply with the following:
 - 7 1. Provide an open space not less than 1/2 inch (13 mm) wide between masonry and
 - 8 structural steel or concrete unless otherwise indicated. Keep open space free of mortar
 - 9 and other rigid materials.
 - 10 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
 - 11 3. Space anchors as indicated, but not more than 24 inches (610 mm) o.c. vertically and 36
 - 12 inches (915 mm) o.c. horizontally.

13 **3.8 ANCHORING MASONRY VENEERS**

- 14 A. Anchor masonry veneers to concrete and masonry backup with masonry-veneer anchors to
- 15 comply with the following requirements:
 - 16 1. Fasten screw-attached anchors to concrete and masonry backup with metal fasteners of
 - 17 type indicated. Use two fasteners unless anchor design only uses one fastener.
 - 18 2. Embed tie sections in masonry joints.
 - 19 3. Locate anchor sections to allow maximum vertical differential movement of ties up and
 - 20 down.
 - 21 4. Space anchors as indicated, but not more than 16 inches (406 mm) o.c. vertically and 16
 - 22 inches (406 mm) o.c. horizontally with not less than 1 anchor for each 2.67 sq. ft. (0.25
 - 23 sq. m) of wall area. Install additional anchors within 12 inches (305 mm) of openings
 - 24 and at intervals, not exceeding 36 inches (914 mm), around perimeter.

25 **3.9 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS**

- 26 A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges,
- 27 other obstructions to downward flow of water in wall, and where indicated.
- 28 B. Install flashing as follows unless otherwise indicated:
 - 29 1. Prepare masonry surfaces so they are smooth and free from projections that could
 - 30 puncture flashing. Where flashing is within mortar joint, place through-wall flashing on
 - 31 sloping bed of mortar and cover with mortar. Before covering with mortar, seal

- 1 penetrations in flashing with adhesive, sealant, or tape as recommended by flashing
2 manufacturer.
- 3 2. At lintels and shelf angles, extend flashing a minimum of 6 inches (150 mm) into
4 masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and
5 turn up not less than 2 inches (50 mm) to form end dams.
- 6 3. Cut flexible flashing flush with face of wall after masonry wall construction is completed.
- 7 C. Install weep holes in head joints in exterior wythes of first course of masonry immediately
8 above embedded flashing and as follows:
- 9 1. Use specified weep/vent products to form weep holes.
10 2. Space weep holes 24 inches (600 mm) o.c. unless otherwise indicated.
- 11 D. Place cavity drainage material in cavities to comply with configuration requirements for cavity
12 drainage material in "Miscellaneous Masonry Accessories" Article.

13 **3.10 REINFORCED UNIT MASONRY INSTALLATION**

- 14 A. Temporary Formwork and Shores: Construct formwork and shores as needed to support
15 reinforced masonry elements during construction.
- 16 1. Construct formwork to provide shape, line, and dimensions of completed masonry as
17 indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace,
18 tie, and support forms to maintain position and shape during construction and curing of
19 reinforced masonry.
- 20 2. Do not remove forms and shores until reinforced masonry members have hardened
21 sufficiently to carry their own weight and other loads that may be placed on them
22 during construction.
- 23 B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- 24 C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough
25 strength to resist grout pressure.
- 26 1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout
27 placement, including minimum grout space and maximum pour height.
- 28 2. Limit height of vertical grout pours to not more than 60 inches (1520 mm).

29 **3.11 FIELD QUALITY CONTROL**

- 30 A. Testing and Inspecting: Engage special inspectors to perform tests and inspections and
31 prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform
32 tests and inspections. Retesting of materials that fail to comply with specified requirements
33 shall be done at Contractor's expense.

- 1 B. Inspections:
- 2 1. Begin masonry construction only after inspectors have verified proportions of site-
3 prepared mortar.
- 4 2. Place grout only after inspectors have verified compliance of grout spaces and of grades,
5 sizes, and locations of reinforcement.
- 6 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- 7 C. Testing Prior to Construction: One set of tests.
- 8 D. Testing Frequency: One set of tests for each 5000 sq. ft. (464 sq. m) of wall area or portion
9 thereof.
- 10 E. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C 67 for
11 compressive strength.
- 12 F. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for
13 compressive strength.
- 14 G. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to
15 ASTM C 780.
- 16 H. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test
17 mortar for mortar air content.
- 18 I. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

19 **3.12 REPAIRING, POINTING, AND CLEANING**

- 20 A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove
21 mortar fins and smears before tooling joints.
- 22 B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
- 23 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for
24 comparison purposes.
- 25 2. Protect surfaces from contact with cleaner.
- 26 3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by
27 rinsing surfaces thoroughly with clear water.
- 28 4. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's
29 written instructions.
- 30 5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to
31 type of stain on exposed surfaces.

1 **3.13 MASONRY WASTE DISPOSAL**

2 A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-
3 contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill
4 material as fill is placed.

5 1. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.

6 B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as
7 described above, and other masonry waste, and legally dispose of off Owner's property.

8 **END OF SECTION 042000**

DIVISION 7

1 **SECTION 070150.19 – PREPARATION FOR RE-ROOFING**

2 **PART 1 GENERAL**

3 **1.01 SECTION INCLUDES**

- 4 A. Partial replacement of existing roofing system in preparation for replacement roofing
5 system in designated areas as indicated on drawings.
- 6 B. Removal of existing flashing and counterflashings.
- 7 C. Temporary roofing protection.

8 **1.02 RELATED REQUIREMENTS**

- 9 A. Section 075300 - Elastomeric Membrane Roofing.
- 10 B. Section 076200 - Sheet Metal Flashing and Trim: Replacement of flashing and
11 counterflashings.

12 **1.03 ADMINISTRATIVE REQUIREMENTS**

- 13 A. Coordinate with affected mechanical and electrical work associated with roof
14 penetrations.
- 15 B. Preinstallation Meeting: Convene one week before starting work of this section.
- 16 1. Attendees:
- 17 a. Architect.
- 18 b. Contractor.
- 19 c. Owner.
- 20 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for
21 discussions on the following:
- 22 a. Removal and installation schedule.
- 23 b. Necessary preparatory work.
- 24 c. Protection before, during, and after roofing system installation.
- 25 d. Removal of existing roofing system.
- 26 e. Installation of new roofing system.
- 27 f. Temporary roofing and daily terminations.
- 28 g. Transitions and connection to and with other work.

1 **1.04 QUALITY ASSURANCE**

- 2 A. Materials Removal Company Qualifications: Company specializing in performing work of
3 type specified with at least three years of documented experience.
- 4 B. Installer Qualifications: Company specializing in performing work of the type specified
5 and with at least three years of documented experience.
- 6 1. When same installer as new roofing system, comply with related requirements of
7 section indicated for new roofing system.

8 **1.05 DELIVERY, STORAGE, AND HANDLING**

- 9 A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing
10 capacities of roof decking.

11 **1.06 FIELD CONDITIONS**

- 12 A. Existing Roofing System: Built-up asphalt roofing.
- 13 B. Do not remove existing roofing membrane when weather conditions threaten the
14 integrity of building contents or intended continued occupancy.
- 15 C. Maintain continuous temporary protection prior to and during installation of new roofing
16 system.
- 17 D. Provide notice at least three days before starting activities that will affect normal building
18 operations.
- 19 E. Owner will occupy building areas directly below re-roofing area.
- 20 1. Provide Owner with at least 48 hours written notice of roofing activities that may
21 affect their operations and to allow them to prepare for upcoming activities as
22 necessary.

23 **PART 2 PRODUCTS**

24 **2.01 COMPONENTS**

- 25 A. Refer to following sections for additional information on components relating to this
26 work:
- 27 1. Partial removal of existing roofing system in preparation for new roofing system in
28 designated areas as indicated on drawings.

- 1 2. Remove existing flashing and counterflashings in preparation for replacement of
2 these materials as part of this work, see Section 076200 for material requirements.

3 **2.02 MATERIALS**

- 4 A. Patching Materials: Provide necessary materials in accordance with requirements of
5 existing roofing system.

- 6 B. Temporary Roofing Protection Materials:

- 7 1. Contractor's responsibility to select appropriate materials for temporary protection
8 of roofing areas as determined necessary for this work.

9 **PART 3 EXECUTION**

10 **3.01 EXAMINATION**

- 11 A. Verify that existing roof surface has been cleared of materials being removed from
12 existing roofing system and ready for next phase of work as required.

13 **3.02 PREPARATION**

- 14 A. Sweep roof surface clean of loose matter.

- 15 B. Remove loose refuse and dispose of properly off-site.

16 **3.03 MATERIAL REMOVAL**

- 17 A. Remove only existing roofing materials that can be replaced with new materials the same
18 day.

- 19 B. Remove metal counter flashings.

- 20 C. Scrape roofing gravel from membrane surface.

- 21 D. Remove damaged insulation and fasteners, cant strips, and blocking.

22 **3.04 INSTALLATION**

- 23 A. Coordinate scope of this work with requirements for installation of new roofing system,
24 see Section 075300 for additional requirements.

1 **3.05 PROTECTION**

- 2 A. Provide protection of existing roofing system that is not having work performed on it.
- 3 B. Provide temporary protective sheeting over uncovered deck surfaces.
- 4 C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with
- 5 weights.
- 6 D. Provide for surface drainage from sheeting to existing drainage facilities.

7 **3.06 SCHEDULES**

- 8 A. Existing Roofing Areas as Indicated: Remove existing roofing gravel, perimeter flashings,
- 9 base flashings, counter flashings, vent stack flashings, roofing membrane, and
- 10 coverboard.

11 **END OF SECTION 070150.19**

1 **SECTION 075300 - ELASTOMERIC MEMBRANE ROOFING**

2 **PART 1 GENERAL**

3 **1.01 SECTION INCLUDES**

- 4 A. Elastomeric roofing membrane application.
- 5 B. Insulation, flat and tapered.
- 6 C. Cover boards.

7 **1.02 RELATED REQUIREMENTS**

- 8 A. Section 061000 - Rough Carpentry: Wood nailers and curbs.
- 9 B. Section 076200 - Sheet Metal Flashing and Trim: Counterflashings.

10 **1.03 SUBMITTALS**

- 11 A. See Section 013300 - Administrative Requirements for submittal procedures.
- 12 B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor
13 retarder, surfacing, and fasteners.
- 14 C. Shop Drawings: Indicate joint or termination detail conditions and conditions of interface with
15 other materials.
- 16 D. Manufacturer's qualification statement.
- 17 E. Installer's qualification statement.
- 18 F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Clinton
19 Central School Corporation's name and registered with manufacturer.

20 **1.04 QUALITY ASSURANCE**

- 21 A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in
22 this section with minimum three years of documented experience.
- 23 B. Installer Qualifications: Company specializing in performing the work of this section with
24 minimum three years documented experience.

25 **1.05 DELIVERY, STORAGE, AND HANDLING**

- 26 A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and
27 labels intact.

- 1 B. Store materials in weather protected environment, clear of ground and moisture.
- 2 C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing
- 3 capacities of roof decking.
- 4 D. Protect foam insulation from direct exposure to sunlight.

5 **1.06 FIELD CONDITIONS**

- 6 A. Do not apply roofing membrane during unsuitable weather.
- 7 B. Do not apply roofing membrane when ambient temperature is not within manufacture's
- 8 recommendations.
- 9 C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is
- 10 expected or occurring.
- 11 D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be
- 12 weatherproofed the same day.
- 13 E. Schedule applications so that no partially completed sections of roof are left exposed at end of
- 14 workday.

15 **1.07 WARRANTY**

- 16 A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- 17 B. Provide 20 year manufacturer's material and labor warranty to cover failure to prevent
- 18 penetration of water.

19 **PART 2 PRODUCTS**

20 **2.01 MANUFACTURERS**

- 21 A. EPDM Membrane Materials:
 - 22 1. Carlisle SynTec Systems; Sure-Tough EPDM: www.carlisle-syntec.com
 - 23 2. Firestone Building Products; RubberGard EPDM: www.firestonebpco.com
 - 24 3. Johns Manville; JM EPDM: www.jm.com
 - 25 4. Substitutions: See Section 016000 - Product Requirements.

26 **2.02 ROOFING MEMBRANE AND ASSOCIATED MATERIALS**

- 27 A. Membrane: Ethylene-propylene-diene-monomer (EPDM); externally reinforced with fabric;
- 28 complying with minimum properties of ASTM D4637/D4637M.

- 1 1. Thickness: 60 mil, 0.060 inch, minimum.
- 2 2. Sheet Width: 76 inches, maximum.
- 3
- 4 a. Adhered Application: Limit width to 120 inches, maximum, when ambient
- 5 temperatures are less than 40 degrees F for extended period of time during
- 6 installation.
- 7
- 8 3. Color: Black.
- 9 B. Seaming Materials: As recommended by membrane manufacturer.
- 10 C. Flexible Flashing Material: Same material as membrane.

11 2.03 COVER BOARDS

- 12 A. Cover Boards: Glass-mat faced gypsum panels complying with ASTM C1177/C1177M.
- 13 1. Thickness: 1/2 inch, fire-resistant.
- 14 2. Products:
- 15
- 16 a. Georgia-Pacific; DensDeck: www.densdeck.com
- 17 b. Substitutions: See Section 016000 - Product Requirements.

18 2.04 INSULATION

- 19 A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
- 20 1. Classifications:
- 21 2. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major
- 22 surfaces of the core foam.
- 23
- 24 1) Class 1 - Faced with glass fiber reinforced cellulosic facers on both major
- 25 surfaces of the core foam.
- 26 2) Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
- 27 3) Thermal Resistance, R-value: At 1-1/2 inches thick; Class 1, Grades 1-2-3 -
- 28 8.4 (1.48) at 75 degrees F.
- 29
- 30 3. Board Size: 48 by 96 inches.
- 31 4. Board Thickness: 2.0 inch.
- 32 5. Tapered Board: Slope as indicated; minimum thickness 1/2 inch; fabricate of fewest
- 33 layers possible.
- 34 6. Board Edges: Square.

1 **2.05 ACCESSORIES**

- 2 A. Prefabricated Roofing Expansion Joint Flashing: Sheet butyl over closed-cell foam backing
3 seamed to galvanized steel flanges.
- 4 B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same
5 material as membrane.
- 6 C. Insulation Fasteners: Appropriate for purpose intended.
- 7 1. Length as required for thickness of insulation material and penetration of deck
8 substrate, with metal washers.
- 9 D. Membrane Adhesive: As recommended by membrane manufacturer.
- 10 E. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- 11 F. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with
12 membrane.
- 13 G. Sealants: As recommended by membrane manufacturer.
- 14 H. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually
15 distinctive from roof membrane.
- 16 1. Composition: Asphaltic with mineral granule surface.

17 **PART 3 EXECUTION**

18 **3.01 EXAMINATION**

- 19 A. Verify that surfaces and site conditions are ready to receive work.
- 20 B. Verify deck is supported and secure.
- 21 C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped
22 and suitable for installation of roof system.
- 23 D. Verify deck surfaces are dry and free of snow or ice.
- 24 E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips
25 are in place.

26 **3.02 PREPARATION - METAL DECK**

- 27 A. Install preformed acoustical glass fiber insulation strips in roof deck flutes in accordance with
28 manufacturer's instructions.

1 **3.03 INSTALLATION - INSULATION, UNDER MEMBRANE**

2 A. Attachment of Insulation:

- 3 1. Mechanically fasten first layer of insulation to deck in accordance with roofing
4 manufacturer's instructions and FM (AG) Factory Mutual requirements.

5 B. Cover Boards: Mechanically fasten cover boards in accordance with roofing manufacturer's
6 instructions and FM (AG) Factory Mutual requirements.

7 C. Place tapered insulation to the required slope pattern in accordance with manufacturer's
8 instructions.

9 D. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck
10 flutes.

11 E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to
12 perimeter blocking and around penetrations through roof.

13 F. Do not apply more insulation than can be covered with membrane in same day.

14 **3.04 INSTALLATION - MEMBRANE**

15 A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.

16 B. Shingle joints on sloped substrate in direction of drainage.

17 C. Fully Adhered Application: Apply adhesive to substrate at rate as directed by roofing
18 manufacturer. Fully embed membrane in adhesive except in areas directly over or within 3
19 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.

20 D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal
21 permanently waterproof. Apply uniform bead of sealant to joint edge.

22 E. At intersections with vertical surfaces:

- 23 1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
24 2. Fully adhere flexible flashing over membrane and up to nailing strips.

25 F. Around roof penetrations, seal flanges and flashings with flexible flashing.

26 G. Install roofing expansion joints where indicated. Make joints watertight.

- 27 1. Install prefabricated joint components in accordance with manufacturer's instructions.

28 H. Coordinate installation of roof drains and sumps and related flashings.

29 I. Coordinate installation of associated counterflashings installed under other sections.

1 **3.05 INSTALLATION - MEMBRANE FINISH COATING/COVER**

- 2 A. Install walkway pads. Space pad joints to permit drainage.

3 **3.06 CLEANING**

- 4 A. See Section 017000 - Execution and Closeout Requirements for additional requirements.
- 5 B. Remove bituminous markings from finished surfaces.
- 6 C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of
- 7 surfaces for cleaning advice and comply with their documented instructions.
- 8 D. Repair or replace defaced or damaged finishes caused by work of this section.

9 **3.07 PROTECTION**

- 10 A. Protect installed roofing and flashings from construction operations.
- 11 B. Where traffic must continue over finished roof membrane, protect surfaces using durable
- 12 materials.

13 **END OF SECTION 075300**

1 **SECTION 076200 – SHEET METAL FLASHING AND TRIM**

2 **PART 1 GENERAL**

3 **1.01 SECTION INCLUDES**

- 4 A. Fabricated sheet metal items, including flashings and counterflashings.
5 B. Sealants for joints within sheet metal fabrications.

6 **1.02 RELATED REQUIREMENTS**

- 7 A. Section 076200 - Roof Specialties: Manufactured copings, flashings, and expansion joint
8 covers.
9 B. Section 079200 - Joint Sealants: Sealing non-lap joints between sheet metal fabrications
10 and adjacent construction.

11 **1.03 SUBMITTALS**

- 12 A. See Section 013300 – Submittal Procedures for submittal procedures.
13 B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening
14 methods, flashings, terminations, and installation details.

15 **1.04 QUALITY ASSURANCE**

- 16 A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and
17 standard details, except as otherwise indicated.

18 **PART 2 PRODUCTS**

19 **2.01 SHEET MATERIALS**

- 20 A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; Minimum
21 24-gauge, 0.0239-inch (0.61 MM) thick base metal, shop pre-coated with PVDF coating.
22 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating,
23 AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
24 2. Color: As selected by Architect from manufacturer's standard colors.

25 **2.02 FABRICATION**

- 26 A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
27 B. Form pieces in longest possible lengths.

- 1 C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- 2 D. Form material with flat lock seams, except where otherwise indicated; at moving joints,
3 use sealed lapped, bayonet-type or interlocking hooked seams.
- 4 E. Fabricate corners from one piece with minimum 18-inch (450 mm) long legs; seam for
5 rigidity, seal with sealant.
- 6 F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return
7 and brake edges.

8 **2.03 ACCESSORIES**

- 9 A. Fasteners: Galvanized steel, with soft neoprene washers.
- 10 B. Primer: Zinc chromate type.
- 11 C. Concealed Sealants: non-curing butyl sealant.
- 12 D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability
13 as recommended by manufacturer for substrates to be sealed; color to match adjacent
14 material.
- 15 E. Asphalt roof cement: ASTM D4586/D4586M, Type I, asbestos-free.

16 **PART 3 EXECUTION**

17 **3.01 EXAMINATION**

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

21 **3.02 PREPARATION**

- 22 A. Install starter and edge strips, and cleats before starting installation.
- 23 B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film
24 thickness of 15 mil, 0.015 inch (0.4 mm).

25 **3.03 INSTALLATION**

- 26 A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where
27 permitted.
- 28 B. Apply plastic cement compound between metal flashings and felt flashings.

- 1 C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and
2 lines accurate to profiles.

3 **END OF SECTION 076200**

4

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1 **SECTION 079200 – JOINT SEALANTS**

2 **PART 1 GENERAL**

3 **1.01 SECTION INCLUDES**

- 4 A. Nonsag gunnable joint sealants.
- 5 B. Joint backings and accessories.

6 **1.02 REFERENCE STANDARDS**

- 7 A. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants
8 2018.
- 9 B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- 10 C. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied
11 Sealants with Accessories Used in Structural Glazing Systems 2016.
- 12 D. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- 13 E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants
14 2018.
- 15 F. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.

16 **1.03 SUBMITTALS**

- 17 A. See Section 013300 – Submittal Procedures for submittal procedures.
- 18 B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product
19 to be used, that includes the following.
- 20 1. Physical characteristics, including movement capability, VOC content, hardness, cure
21 time, and color availability.
- 22 2. List of backing materials approved for use with the specific product.
- 23 3. Substrates that product is known to satisfactorily adhere to and with which it is
24 compatible.
- 25 4. Substrates the product should not be used on.
- 26 C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's
27 color cards showing standard colors available for selection.
- 28 D. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of
29 installation.

1 **1.04 QUALITY ASSURANCE**

- 2 A. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each
3 combination of sealant, substrate, backing, and accessories.
- 4 1. Adhesion Testing: In accordance with ASTM C794.
5 2. Compatibility Testing: In accordance with ASTM C1087.
6 3. Allow sufficient time for testing to avoid delaying the work.
7 4. Deliver to manufacturer sufficient samples for testing.
8 5. Report manufacturer's recommended corrective measures, if any, including primers
9 or techniques not indicated in product data submittals.
10 6. Testing is not required if sealant manufacturer provides data showing previous
11 testing, not older than 24 months, that shows satisfactory adhesion, lack of staining,
12 and compatibility.

13 **PART 2 PRODUCTS**

14 **2.01 MANUFACTURERS**

- 15 A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or
16 slumping.
- 17 1. Adhesives Technology Corporation: www.atcepoxy.com.
18 2. Dow: www.dow.com.
19 3. Henry Company: www.henry.com.
20 4. Hilti, Inc: www.us.hilti.com.
21 5. Pecora Corporation: www.pecora.com.
22 6. Sika Corporation: www.usa.sika.com.
23 7. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com.
24 8. W.R. Meadows, Inc: www.wrmeadows.com.
25 9. Substitutions: See Section 016000 - Product Requirements.

26 **2.02 JOINT SEALANT APPLICATIONS**

- 27 A. Scope:
- 28 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings,
29 unless specifically indicated not to be sealed. Exterior joints to be sealed include, but
30 are not limited to, the following items.
- 31 a. Joints between different exposed materials.
- 32 B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- 33 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
34 2. Head Joints in limestone parapet copings.

1 **2.03 NONSAG JOINT SEALANTS**

- 2 A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to
3 withstand continuous water immersion or traffic.
- 4 1. Movement Capability: Plus and minus 35 percent, minimum.
5 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when
6 tested in accordance with ASTM C1248.
7 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
8 4. Color: Match adjacent finished surfaces.
- 9 B. Hybrid Urethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not
10 expected to withstand continuous water immersion or traffic.
- 11 1. Movement Capability: Plus and minus 35 percent, minimum.
12 2. Color: Match adjacent finished surfaces.
- 13 C. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component;
14 not expected to withstand continuous water immersion or traffic.
- 15 1. Movement Capability: Plus and minus 50 percent, minimum.
16 2. Color: Match adjacent finished surfaces.
- 17 D. Acrylic-Urethane Sealant: ASTM C920, Grade NS, Uses M and A; single component;
18 paintable; not expected to withstand continuous water immersion or traffic.
- 19 1. Movement Capability: Plus and minus 12-1/2 percent, minimum.
- 20 E. Non-Curing Butyl Sealant: Solvent-based, single component, non-sag, non-skinning, non-
21 hardening, non-bleeding; non-vapor-permeable; intended for fully concealed applications.

22 **2.04 ACCESSORIES**

- 23 A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to,
24 compatible with specific sealant used, and recommended by backing and sealant
25 manufacturers for specific application.
- 26 B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to
27 and recommended by tape and sealant manufacturers for specific application.

28 **PART 3 EXECUTION**

29 **3.01 EXAMINATION**

- 30 A. Verify that joints are ready to receive work.
- 31 B. Verify that backing materials are compatible with sealants.
- 32 C. Verify that backer rods are of the correct size.

1 **3.02 PREPARATION**

- 2 A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- 3 B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- 4 C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- 5 D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to
- 6 sealant work; be aware that sealant drips and smears may not be completely removable.

7 **3.03 INSTALLATION**

- 8 A. Perform work in accordance with sealant manufacturer's requirements for preparation of
- 9 surfaces and material installation instructions.
- 10 B. Perform installation in accordance with ASTM C1193.
- 11 C. Install bond breaker backing tape where backer rod cannot be used.
- 12 D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without
- 13 getting sealant on adjacent surfaces.
- 14 E. Do not install sealant when ambient temperature is outside manufacturer's recommended
- 15 temperature range, or will be outside that range during the entire curing period, unless
- 16 manufacturer's approval is obtained and instructions are followed.
- 17 F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape
- 18 immediately after tooling sealant surface.

19 **END OF SECTION 079200**

DIVISION 9

1 **SECTION 099100 – PAINTING**

2 **PART 1 - GENERAL**

3 **1.1 RELATED DOCUMENTS**

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

6 **1.2 SUMMARY**

- 7 A. This Section includes surface preparation and field painting of exposed interior and exterior
8 items and surfaces.

9 1. Surface preparation, priming, and finish coats specified in this Section are in addition to
10 shop priming and surface treatment specified in other Sections.

11 2. Exterior: Paint all exposed new surfaces and other existing surfaces as indicated on the
12 drawings.

13 a. Galvanized metal including but not limited to: Lintels.

14 3. Interior: Paint all exposed new surfaces and other existing surfaces as indicated on the
15 drawings.

16 a. Gypsum Board: Paint the following gypsum board.

- 17 ● All exposed gypsum board walls as indicated on the drawings.
18 ● At areas with ceilings abutting walls paint to 4" above ceiling.
19 ● All bulkheads.
20

21 b. Concrete Masonry Units: Paint the following cmu:

- 22 ● All exposed CMU walls as indicated on the drawings.
23

24 c. Galvanized metal and ferrous metal: Paint the following metal:

- 25 ● All exposed surfaces as indicated on the drawings.
26

27 B. Paint exposed surfaces, except where these Specifications indicate that the surface or material
28 is not to be painted or is to remain natural. If an item or a surface is not specifically
29 mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a
30 color of finish is not indicated, Architect will select from standard colors and finishes available.
31
32

- 1 1. Painting includes field painting of exposed bare and covered pipes and ducts (including
2 color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and
3 electrical equipment that do not have a factory-applied final finish.
- 4 2. Paint electrical panel covers in corridors and all finished areas.

- 5 C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts,
6 and labels.

- 7 1. Prefinished items include the following factory-finished components:
 - 8 a. Architectural woodwork.
 - 9 b. Acoustical wall panels – unless stated otherwise.
 - 10 c. Toilet enclosures.
 - 11 d. Metal lockers.
 - 12 e. Unit kitchens.
 - 13 f. Finished mechanical and electrical equipment.
 - 14 g. Light fixtures.
 - 15 h. Prefinished masonry diffuser block units and diffuser brick.

- 16 2. Concealed surfaces include walls or ceilings in the following generally inaccessible
17 spaces:
 - 18 a. Foundation spaces.
 - 19 b. Furred areas.
 - 20 c. Ceiling plenums, except ceiling plenums identified to be painted.
 - 21 d. Pipe spaces.
 - 22 e. Duct shafts.

- 23 3. Finished metal surfaces include the following:
 - 24 a. Anodized aluminum.
 - 25 b. Stainless steel.
 - 26 c. Chromium plate.
 - 27 d. Copper and copper alloys.
 - 28 e. Bronze and brass.

- 29 4. Operating parts include moving parts of operating equipment and the following:
 - 30 a. Valve and damper operators.
 - 31 b. Linkages.
 - 32 c. Sensing devices
 - 33 d. Motor and fan shafts.

- 34 5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name,
35 identification, performance rating, or nomenclature plates.

1 D. Related Sections include the following:

- 2 1. Division 1 Section "Substitutions and Product Options."
- 3 2. Division 8 Section "Hollow Metal Doors and Frames" for factory priming steel doors and
4 frames.
- 5 3. Division 8 Section "Wood Doors" for factory finished wood doors.
- 6 4. Division 9 Section "Gypsum Board" for surface preparation of gypsum board.

7 **1.3 DEFINITIONS**

8 A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

- 9 1. Flat refers to a lusterless or matte finish with a gloss range below 10 when measured at
10 an 60-degree meter
- 11 2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured
12 at a 60-degree meter.
- 13 3. Satin – refer to low sheen finish with a gloss range between 15 and 35 when measured
14 at a 60 degree meter.
- 15 4. Semigloss refers to medium-sheen finish with a gloss range between 35 and 65 when
16 measured at a 60-degree meter.
- 17 5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at
18 a 60-degree meter.

19 **1.4 SUBMITTALS**

20 A. Product Data: For each paint system indicated. Include block fillers and primers.

- 21 1. Material List: An inclusive list of required coating materials. Indicate each material and
22 cross-reference specific coating, finish system, and application. Identify each material
23 by manufacturer's catalog number and general classification.
- 24 2. Manufacturer's Information: Manufacturer's technical information, including label
25 analysis and instructions for handling, storing, and applying each coating material.

26 B. Samples for Verification: For each color and material to be applied, with texture to simulate
27 actual conditions, on representative Samples of the actual substrate.

- 28 1. Provide (3) 4-by-6-inch paper samples for each color and finish.
- 29 2. Stained or Natural Wood: Provide (3) 4-by-8-inch samples of stained wood finish on
30 representative species of wood to be used.

31 C. Qualification Data: For Applicator.

32

33 D. Meeting notes from Pre-Construction Meeting.

1 **1.5 QUALITY ASSURANCE**

- 2 A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings
3 similar in material, design, and extent to those indicated for this Project, whose work has
4 resulted in applications with a record of successful in-service performance.
- 5 B. Source Limitations: Obtain block fillers and primers for each coating system from the same
6 manufacturer as the finish coats.

7 **1.6 DELIVERY, STORAGE, AND HANDLING**

- 8 A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum
9 ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition,
10 free of foreign materials and residue.
- 11 1. Maintain containers in clean conditions, free of foreign materials and residue.
12 2. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste
13 daily. If necessary, add heating ventilation, fire protection and other conditions for
14 storage area on site.

15 **1.7 PROJECT CONDITIONS**

- 16 A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding
17 air are between 50 and 90 deg F (10 and 32 deg C).
18
- 19 B. Apply solvent-thinned paints only when temperatures of surfaces to be painted and
20 surrounding air are between 45 and 95 deg F (7 and 35 deg C).
21
- 22 C. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or
23 at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- 24 1. Painting may continue during inclement weather if surfaces and areas to be painted are
25 enclosed and heated within temperature limits specified by manufacturer during
26 application and drying periods.

27 **PART 2 - PRODUCTS**

28 **2.1 MANUFACTURERS**

- 29 A. Products: Subject to compliance with requirements, provide one of the products listed in
30 other Part 2 articles. Substitutions for alternative manufacturers or products will be
31 entertained in accordance with Specification Sections Instructions to Bidders and

1 Substitutions and Product Options. Substitutions of any manufacturer or product shall include
2 written approval by the Architect.

3 B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following
4 manufacturers' names are used in other Part 2 articles:
5

6 1. PPG Industries, Inc. (Pittsburgh Paints). (*Basis of Specification*)

7 2. Sherwin Williams.

8 **2.2 PAINT MATERIALS, GENERAL**

9 A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are
10 compatible with one another and with the substrates indicated under conditions of service
11 and application, as demonstrated by manufacturer based on testing and field experience.
12

13 B. Material Quality: Provide manufacturer's best-quality paint material of the various coating
14 types specified that are factory formulated and recommended by manufacturer for application
15 indicated. Paint-material containers not displaying manufacturer's product identification will
16 not be acceptable.
17

18 C. All mil thickness indicated are for dry film thickness per coat of paint.

19 D. Colors: As required in Division 1 as indicated on the finish schedule if not scheduled. As
20 selected by Architect.
21

22 E. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for
23 interior paints and coatings applied at Project site, the following VOC limits, exclusive of
24 colorants added to a tint base, when calculated according to 40 CFR 59, subpart D (EPA
25 Method 24).

26 1. Flat Paints and Coatings: 50 g/L.

27 2. Nonflat Paints and Coatings: 150 g/L.

28 3. Dry-Fog Coatings: 400 g/L.

29 4. Primers, Sealers, and Undercoaters: 200 g/L.

30 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals 250 g/L.

31 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.

32 7. Pretreatment Wash Primers: 420 g/L.

33 8. Floor Coatings: 100 g/L.

34 9. Shellacs, Clear: 730 g/L.

35 10. Shellacs, Pigmented: 550 g/LK.

1 **2.3 EXTERIOR PAINTING**

2 A. Ferrous Metal/Pre-Primed Doors: Acrylic Waterbourne gloss enamel finish. Primer may not be
3 required on shop-primed items; coordinate with the manufacturer and verify compatibility
4 with shop primed items and finish coats.

- 5 1. Prime Coat: PPG #7-852 MetalCase Alkyd Metal Primer.
- 6 2. Intermediate Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
7 Enamel.
- 8 3. Finish Coat: PPG s #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.

9 B. Non-Ferrous Metal: Acrylic Waterbourne gloss enamel finish.

- 10 1. Prime Coat: PPG #90-912 Pitt-Tech Plus DTM Acrylic Primer.
- 11 2. Intermediate Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
12 Enamel.
- 13 3. Finish Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.

14 C. Concrete Masonry Units: Acrylic Satin Finish.

- 15 1. Prime Coat: PPG PERMA-CRETE LTC Concrete Block and Masonry Surfacers 4-100.
- 16 2. Intermediate Coat: PPG #739-10 Acri-Shield Max Satin.
- 17 3. Finish Coat: PPG #739-10 Acri-Shield Max Satin.

18 D. Exterior Wood: Acrylic Satin Finish.

- 19 1. Prime Coat: PPG #17-921XI Seal Grip Primer.
- 20 2. Intermediate Coat: PPG #739-10 Acri-Shield Max Satin.
- 21 3. Finish Coat: PPG #739-10 Acri-Shield Max Satin.

22 **2.4 INTERIOR PAINTING**

23 A. Gypsum Board: Acrylic Waterbourne Gloss Enamel Finish.

- 24 1. Prime Coat: PPG #17-951 Seal Grip Acrylic All-Purpose Primer.
- 25 2. Intermediate Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
26 Enamel.
- 27 3. Finish Coat: PPG Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.

28 B. Concrete Masonry Units: Acrylic Waterbourne Gloss Enamel Finish.

- 29 1. Block Filler: PPG #6-7 Speedhide Int./Ext. Latex Blockfiller.
- 30 2. Intermediate Coat: PPG Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
31 Enamel.
- 32 3. Finish Coat: PPG Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.

1 C. Interior Ferrous Metal/Pre-Primed Steel: Acrylic Waterborne Gloss Enamel Finish.

2 Surfaces: hollow metal doors, frames, and railings, exposed steel joists, steel deck, steel
3 trusses, miscellaneous steel, etc. where scheduled, noted to be painted or exposed to view.
4

5 1. Prime Coat: PPG #7-852 MetalCase Alkyd Metal Primer.

- 6 a. Primer may not be required on shop primed items if compatibility is confirmed in
7 writing with the manufacturer of the type of shop primer being applied.
8 Contractor shall verify this during the bidding period, and if primer is not
9 compatible, then primer shall be field applied or shop applied with type as
10 recommended by the finish coat manufacturer. Type of primer and surface
11 preparation shall be as recommended by the painting materials manufacturer
12

13 2. Intermediate Coat: PPG/Porter Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne
14 Gloss Enamel.

15 3. Finish Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.

16 D. Non-Ferrous Metal: Acrylic Waterborne Gloss Enamel Finish.

17 1. Prime Coat: PPG/Porter Paints #90-912 Pitt-Tech Plus DTM Acrylic Primer.

18 2. Intermediate Coat: PPG/Porter Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne
19 Gloss Enamel.
20

21 3. Finish Coat: PPG/Porter Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
22 Enamel.

23 E. Interior Wood:

24 1. Stained Handrails:
25

- 26 a. Prime Coat: PPG Oil Based Wood Stain.
27 b. Intermediate Coat 1: PPG Clear Polyurethane Gloss thinned 20% with mineral
28 spirits.

29
30 1) Apply second coat after a minimum 24 hour drying period of prime coat.
31

32 c. Intermediate Coat 2: PPG Clear Polyurethane Satin.
33

34 1) Sand lightly between second and third coats.
35

36 d. Finish Coat: PPG Clear Polyurethane Satin.

37 1) Apply finish coat after minimum 8-12 hour drying period of third coat.

38 2. Painted Wood Caps and Trims:
39

- 40 a. Prime Coat: PPG #17-951 Seal Grip Acrylic All-Purpose Primer.

1 b. Intermediate Coat: PPG Paints #90-1310 Series Pitt-Tech Acrylic Waterborne
2 Gloss Enamel.

3
4 1) Apply second coat after minimum 2 hour drying period. Lightly sand entire
5 surface between prime and second coats.

6
7 c. Finish Coat: PPG Porter Paints #90-1310 Series Pitt-Tech Acrylic Waterborne Gloss
8 Enamel.

9
10 1) Apply finish coat after minimum 4 hour drying period.

11 **PART 3 - EXECUTION**

12 **3.1 EXAMINATION**

13 A. Examine substrates, areas, and conditions, with Applicator present, for compliance with
14 requirements for paint application. Comply with procedures specified in PDCA P4.

15 1. Maximum moisture content of substrates when measured with an electronic moisture
16 meter as follows:

- 17
18 a. Concrete: 12 percent.
19 b. Masonry (Clay and CMU): 12 percent.
20 c. Gypsum board: 12 percent.

21
22 2. Verify compatibility with and suitability of substrates, including compatibility with
23 existing finishes.

24 3. Begin finish application only after unsatisfactory conditions have been corrected and
25 surfaces are dry.

26 4. Begin application of finish system constitutes Contractor's acceptance of substrate and
27 conditions.

28 B. Coordination of Work: Review other Sections in which primers are provided to ensure
29 compatibility of the total system for various substrates. On request, furnish information on
30 characteristics of finish materials to ensure use of compatible primers.

31 1. Notify Architect about anticipated problems when using the materials specified over
32 substrates primed by others.

33 **3.2 PREPARATION**

34 A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural
35 Painting Specification manual applicable to substrates indicated.

1 B. Remove plates, machined surfaces, and similar items already in place that are not to be
2 finished. If removal is impractical or impossible because of size or weight of item, provide
3 surface-applied protection before surface preparation and finishing.

4 1. After completing painting operations, reinstall items removed using workers skilled in
5 the trades involved. Remove surface-applied protection if any.

6 C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's
7 written instructions for each particular substrate condition and as specified.

8 1. Provide barrier coats over incompatible primers or remove and reprime.

9 2. Cementitious Materials: Prepare concrete, concrete unit masonry, cement plaster, and
10 mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence,
11 chalk, dust, dirt, grease, oils and release agents. Roughen as required to remove glaze.
12 If hardeners or sealers have been used to improve curing, use mechanical methods or
13 surface preparation.

14 a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.

15 b. Determine alkalinity and moisture content of surfaces by performing appropriate
16 tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and
17 burn, correct this condition before application. Do not paint surfaces if moisture
18 content exceeds that permitted in manufacturer's written instructions.

19 c. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or
20 other etching cleaner. Flush the floor with clean water to remove acid, neutralize
21 with ammonia, rinse, allow to dry, and vacuum before painting.

22 D. Material Preparation: Mix and prepare paint materials according to manufacturer's written
23 instructions.

24 1. Maintain containers used in mixing and applying paint in a clean condition, free of
25 foreign materials and residue.

26 2. Stir material before application to produce a mixture of uniform density. Stir as
27 required during application. Do not stir surface film into material. If necessary, remove
28 surface film and strain material before using.

29 3. Use only thinners approved by paint manufacturer and only within recommended limits.

30 E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when
31 multiple coats of same material are applied. Tint undercoats to match the color of the finish
32 coat, but provide sufficient differences in shade of undercoats to distinguish each separate
33 coat.

34 3.3 APPLICATION

35 A. General: Apply paint according to manufacturer's written instructions. Use applicators and
36 techniques best suited for substrate and type of material being applied.

- 1 1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
- 2 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions
- 3 detrimental to formation of a durable paint film.
- 4 3. Provide finish coats that are compatible with primers used.
- 5 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures,
- 6 grilles, convector covers, covers for finned-tube radiation, and similar components are
- 7 in place. Extend coatings in these areas, as required, to maintain system integrity and
- 8 provide desired protection.
- 9 5. Paint surfaces behind movable equipment and furniture the same as similar exposed
- 10 surfaces. Before final installation of equipment, paint surfaces behind permanently
- 11 fixed equipment or furniture with prime coat only.
- 12 6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through
- 13 registers or grilles.
- 14 7. Paint back sides of access panels and removable or hinged covers to match exposed
- 15 surfaces.
- 16 8. Finish interior of wall and base cabinets and similar field-finished casework to match
- 17 exterior.
- 18 9. Sand lightly between each succeeding enamel or varnish coat.

- 19 B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or
- 20 otherwise prepared for painting as soon as practicable after preparation and before
- 21 subsequent surface deterioration.

- 22 1. The number of coats and film thickness required are the same regardless of application
- 23 method. Do not apply succeeding coats until previous coat has cured as recommended
- 24 by manufacturer. If sanding is required to produce a smooth, even surface according to
- 25 manufacturer's written instructions, sand between applications.
- 26 2. If undercoats, stains, or other conditions show through final coat of paint, apply
- 27 additional coats until paint film is of uniform finish, color, and appearance. Give special
- 28 attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive
- 29 a dry film thickness equivalent to that of flat surfaces.
- 30 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat
- 31 surfaces until paint has dried to where it feels firm, and does not deform or feel sticky
- 32 under moderate thumb pressure, and until application of another coat of paint does not
- 33 cause undercoat to lift or lose adhesion.

- 34 C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators
- 35 according to manufacturer's written instructions.

- 36 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate
- 37 size for surface or item being painted.
- 38 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by
- 39 manufacturer for material and texture required.
- 40 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by
- 41 manufacturer for material and texture required.

- 1 D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's
2 recommended spreading rate to achieve dry film thickness indicated. Provide total dry film
3 thickness of the entire system as recommended by manufacturer.
- 4 E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items
5 exposed in equipment rooms and occupied spaces.
6
- 7 F. Mechanical items to be painted include, but are not limited to, the following:
- 8 1. Uninsulated metal piping.
9 2. Uninsulated plastic piping.
10 3. Pipe hangers and supports.
11 4. Tanks that do not have factory-applied final finishes.
12 5. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and
13 outlets.
14 6. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable
15 jacket material.
16 7. Mechanical equipment that is indicated to have a factory-primed finish for field
17 painting.
- 18 G. Electrical items to be painted include, but are not limited to, the following:
- 19 1. Panelboards in corridors
20 2. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- 21 H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete
22 coverage with pores filled.
23
- 24 I. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by
25 manufacturer, to material that is required to be painted or finished and that has not been
26 prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots
27 or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other
28 defects due to insufficient sealing.
29
- 30 J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth,
31 opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting,
32 holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be
33 acceptable.
- 34 K. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of
35 even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks,
36 orange peel, nail holes, or other surface imperfections.
- 37 1. Provide satin finish for final coats.

- 1 L. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no
2 evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface
3 imperfections.
4
- 5 M. Completed Work: Match approved samples for color, texture, and coverage. Remove,
6 refinish, or repaint work not complying with requirements.

7 **3.4 FIELD QUALITY CONTROL**

- 8 A. Owner reserves the right to invoke the following test procedure at any time and as often as
9 Owner deems necessary during the period when paint is being applied:
- 10 1. Owner may choose engage a qualified independent testing agency to sample paint
11 material being used. Samples of material delivered to Project will be taken, identified,
12 sealed, and certified in the presence of Contractor.
13 2. Testing agency will perform appropriate tests for the following characteristics as
14 required by Owner:
15 3. Owner may direct Contractor to stop painting if test results show material being used
16 does not comply with specified requirements. Contractor shall remove noncomplying
17 paint from Project site, pay for testing, and repaint surfaces previously coated with the
18 noncomplying paint. If necessary, Contractor may be required to remove noncomplying
19 paint from previously painted surfaces if, on repainting with specified paint, the two
20 coatings are incompatible.

21 **3.5 CLEANING**

- 22 A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded
23 paint materials from Project site.
- 24 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered
25 paint by washing and scraping without scratching or damaging adjacent finished
26 surfaces.

27 **3.6 PROTECTION**

- 28 A. Protect work of other trades, whether being painted or not, against damage from painting.
29 Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
30
- 31 B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting
32 operations, remove temporary protective wrappings provided by others to protect their work.
- 33 1. After work of other trades is complete, touch up and restore damaged or defaced
34 painted surfaces. Comply with procedures specified in PDCA P1.

35 **END OF SECTION 099100**

