



Centerville-Abington Elementary School Window Replacement

Centerville, Indiana

Commission No. 473005.00

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

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 Elementary Window Replacement Centerville, Indiana

Commission No.: 473005.00

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

1 **Project Manual**

2
3 **TABLE OF CONTENTS**

4
5
6 CERTIFICATION PAGE

7
8 TABLE OF CONTENTS

9
10 **BIDDING REQUIREMENTS AND FORMS**

11
12 Notice to Bidders

13 Instructions to Bidders (AIA Document A701)

14 Bid Bond (AIA Document A310)

15 Form 96, Contractor’s Bid for Public Works

16 Supplementary Bid Form

17 Contractor’s Statement of Equal Employment Opportunity

18 Contractor’s Qualification Statement (AIA Document A305)

19 Exhibit A – General Information (AIA Document A305)

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

21 Exhibit C – Project Specific Information (AIA Document A305)

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

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

24 Proposal Request (AIA Document G709)

25 Construction Change Directive (AIA Document G714)

26 Change Order (AIA Document G701)

27 Architect’s Supplemental Instructions (AIA Document G710)

28 Certificate of Substantial Completion (AIA Document G704)

29 Application and Certificate for Payment (AIA Document G702)

30 Continuation Sheet (AIA Document G703)

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

32 *Sum* (AIA Document A101-2017)

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

34
35
36 **GENERAL CONDITIONS**

37
38 General Conditions of the Contract for Construction (AIA Document A201)

39 Supplementary Conditions

40 Performance Bond (AIA Document A312)

41 Payment Bond (AIA Document A312)

1 **SPECIFICATIONS**
2
3 **DIVISION 01 – GENERAL REQUIREMENTS**
4
5 011000 Summary
6 012300 Alternates
7 012500 Substitution Procedures
8 012600 Contract Modification Procedures
9 012900 Payment Procedures
10 013100 Project Management and Coordination
11 013200 Construction Progress Documentation
12 013300 Submittal Procedures
13 014500 Quality Control
14 015000 Temporary Facilities and Controls
15 016000 Product Requirements
16 017300 Execution
17 017329 Cutting and Patching
18 017400 Cleaning and Waste Management
19 017700 Closeout Procedures
20 017800 Closeout Submittals
21
22 **DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**
23
24 061000 Rough Carpentry
25
26 **DIVISION 08 – OPENINGS**
27
28 084113 Aluminum Framed Entrances & Storefronts
29 087100 Door Hardware *(To be issued via addenda)*
30 088000 Glazing
31
32 **DIVISION 09 – FINISHES**
33
34 099100 Painting
35
36 **DIVISION 12 – FURNISHINGS**
37
38 122413 Window Roller Shades
39
40
41
42 **END OF TABLE OF CONTENTS**

BIDDING REQUIREMENTS & FORMS

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 Centerville–Abington Elementary School Window Replacement project, located at 200 West South Street, Centerville, IN 47330.

The Project consists of work necessary to replace select windows and entrances at Centerville – Abington Elementary 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:

<u>Office of the Architect</u>	<u>Owner</u>
MOAKE PARK GROUP, INC.	Centerville – Abington Community Schools
7223 Engle Road, Suite 200	115 West South Street
Fort Wayne, Indiana 46804	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

The Contractor is responsible for the cost of all bid documents.

1 Each Bid must be accompanied by a bid security, which shall not be less than five percent (5%) of the
2 Base Bid, in the required form and submitted in accordance with the Instructions to Bidders.

3
4 The Bidder, to whom an award is made, shall furnish a 100% Performance Bond & Labor and Material
5 Payment Bond in accordance with the Instructions to Bidders.

6
7 No Bid shall be modified, withdrawn or canceled for a period of sixty (60) calendar days after the date
8 and time set for receipt of Bids.

9
10 Bidders and sub-contractors shall not discriminate in employment practices.

11
12 The Bidder shall submit a properly executed Contractor’s Qualification Statement, AIA Document A305.

13
14 All Bidders are required to be licensed in the State of Indiana at the time of bidding as contractors to
15 perform the work required.

16
17 All Bidders warrant that they have conducted a thorough inspection of the job site, existing facility, and
18 all existing conditions including the drawings and specifications. Bidder also represents by making their
19 bid on this project that they have included everything in their bid that is required to complete this
20 Project as the owner intends. Bidder also acknowledges he has no questions regarding the bid
21 documents where he has not asked in writing and gotten a response in writing from the Architect,
22 regarding any inconsistencies and/or ambiguities regarding said documents.

23
24 A formal Pre-Bid Conference will not be held for this project.

25
26 Centerville – Abington Community Schools reserves the right to reject any and all Bids; is not obligated
27 to accept the lowest or any other Bid; and may waive any formalities in bidding procedures.

28
29 Centerville – Abington Community Schools Board of Trustees
30 Centerville – Abington Community Schools
31 115 West South Street
32 Centerville, IN 47330

33
34 END OF NOTICE TO BIDDERS

35
36 Published: December 21, 2022
37 December 28, 2022



AIA® Document A701™ – 2018

Instructions to Bidders

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

Centerville-Abington Elementary School - Window Replacement
200 West South St.
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

TABLE OF ARTICLES

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

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

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

It is intended that AIA Document G612™–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 Contractor is the Bidder whose proposal is accepted by the Owner and is as defined in A102, Article 3.1.1.

§ 1.11 The work is as defined in A201, Article

ARTICLE

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 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.

§ 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.)

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

(Insert the date of the E203–2013.)

~~.5~~ Drawings

Number

Title

Date

~~.6~~ Specifications

Section

Title

Date

Pages

~~.7~~ Addenda:

Number

Date

Pages

~~.8~~ Other Exhibits:

(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:

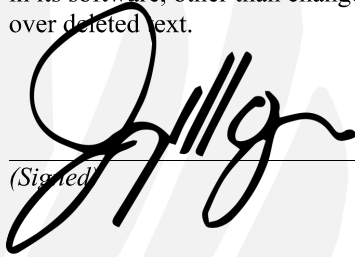
Document	Title	Date	Pages
9 Other documents listed below:			
<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			



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 13:31:26 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 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)

This page intentionally left blank

AIA Document A701 - 2018

EXHIBIT “A”

DRAWINGS:

TITLE PAGE

ARCHITECTURAL:

A2.1	Reference First Floor Plan
A4.31	Window Elevations and Details
A5.0	Reference Exterior Elevations

AIA Document A701 - 2018

EXHIBIT “A”

This page intentionally left blank

AIA Document A701 - 2018

EXHIBIT "B"

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 06 – WOOD, PLASTICS, AND COMPOSITES

061000	Rough Carpentry
--------	-----------------

DIVISION 08 – OPENINGS

084113	Aluminum Framed Entrances & Storefronts
088000	Glazing

DIVISION 09 – FINISHES

099100	Painting
--------	----------

DIVISION 12 – FURNISHINGS

122413	Window Roller Shades
--------	----------------------

END OF TABLE OF CONTENTS

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:

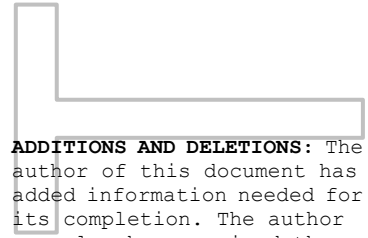
(Name, location or address, and Project number, if any)

«Centerville-Abington Elementary School - Window Replacement»
«200 West South St.
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.

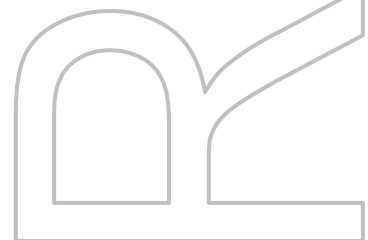
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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



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

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.



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.

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

1. 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

2. 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.

BID OF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____, _____

Action taken _____

SUPPLEMENTARY BID FORM

PROJECT NAME: **Centerville – Abington Community Schools
Centerville-Abington Elementary School – Window 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

3

4 **Alternate No. 1 – Roller Shades:** State the cost to provide and install roller shades as detailed and
5 specified.

6

Dollars \$ _____

7

8

1 I have also attached the following required submissions: Bid Security

2

3 Use this form if bidder is Sole Proprietor:

4

5 IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this _____
6 Day of _____, 2023.

7

8

9

(Signature)

10

11 Use this form if Bidder is a Partnership:

12

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

15

16

17

FIRM NAME _____

18

19

20

(Signature)

21

22 Use this form if Bidder is a Corporation:

23

24 IN TESTIMONY WHEREOF, the Bidder, (a corporation) has caused this proposal to be signed by its
25 President and Secretary and affixed its corporate seal this _____
26 day of _____, 2023.

27

28

29

CORPORATION NAME _____

30

31

32

President _____

33

(Signature)

34

35

36

Secretary _____

37

(Signature)

38

39

(SEAL)

40

41

42

43

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

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

5

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:

6

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

1

1
2
3
4

This Page Intentionally Left Blank

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.

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.

This Page Intentionally Left Blank

DRAFT AIA[®] Document A305[™] - 2020

Exhibit A

General Information

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

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

« »

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

« »

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

« »

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

« »

§ A.1.2 Legal Status

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

« »

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
« »
- .2 If your organization is a partnership, identify its partners and its date of organization.
« »
- .3 If your organization is individually owned, identify its owner and date of organization.
« »

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.

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.

- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

<< >>

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

<< >>

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

<< >>

§ A.1.3.2 How many full-time employees work for your organization?

<< >>

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

<< >>

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

<< >>

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

<< >>

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

<< >>

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

<< >>

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

<< >>

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

<< >>

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

<< >>

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

<< >>

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

<< >>

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

<< >>

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

<< >>

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

<< >>

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)

<< >>

This Page Intentionally Left Blank



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?

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.

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.

<< >>

- .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 Elementary School - Window Replacement»
«200 West South St.
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)

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.



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.

their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

<< >>

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

<< >>

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

<< >>

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

<< >>

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

<< >>

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

<< >>

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

<< >>

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

<< >>

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

<< >>

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

<< >>

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? 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:

<< >>

TELBAR

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 checked="" type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

This Page Intentionally Left Blank

DRAFT 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 checked="" type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

This Page Intentionally Left Blank

DRAFT AIA® Document G709™ - 2018

Proposal Request

PROJECT: *(name and address)*
Centerville-Abington Elementary School
Window Replacement
200 West South St.
Centerville, IN 47330

CONTRACT INFORMATION:
Contract For: General Construction

Architect's Project Number: 473005.00
Proposal Request Number: PR-000

Date:

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

This page intentionally left blank

DRAFT AIA® Document G714™ - 2017

Construction Change Directive

PROJECT: *(name and address)*
Centerville-Abington Elementary
School
Window Replacement
200 West South St.
Centerville, IN 47330

CONTRACT INFORMATION:
Contract For: General Construction

Date:

CCD INFORMATION:
Directive Number: CCD-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 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

1. 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:

2. 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

This page intentionally left blank

DRAFT AIA[®] Document G701[™] - 2017

Change Order

PROJECT: *(Name and address)*
 Centerville-Abington Elementary School
 Window Replacement
 200 West South St.
 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

This page intentionally left blank

DRAFT AIA® Document G710™ - 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*

Centerville-Abington Elementary School
Window Replacement
200 West South St.
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

This page intentionally left blank

DRAFT AIA® Document G704® - 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Centerville-Abington Elementary School
Window Replacement
200 West South St.
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 (<i>Firm Name</i>) Centerville-Abington Community Schools	SIGNATURE	PRINTED NAME AND TITLE	DATE
---	------------------	-------------------------------	-------------

OWNER (<i>Firm Name</i>)	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 Elementary School - Window Replacement 200 West South St. Centerville, IN 47330	APPLICATION NO: _____ PERIOD TO: _____	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM CONTRACTOR: The Moake Park Group, Inc. 7223 Engle Road, Suite 200 Fort Wayne, IN 46804	VIA ARCHITECT: _____	CONTRACT FOR: General Construction CONTRACT DATE: _____ PROJECT NOS: 473005.00 / _____	

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

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

This page intentionally left blank

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 Elementary School - Window Replacement»
«200 West South St.
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.)

<< >>

<< >>

<< >>

<< >>

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

<< >>

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

<< >>

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

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

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

<< >>

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] 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 Elementary School - Window Replacement»
«200 West South St.
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:

<< >>

This page intentionally left blank

GENERAL CONDITIONS



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Centerville-Abington Elementary School - Window Replacement
200 West South St.
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
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The “American Institute of Architects,” “AIA,” the AIA Logo, “A201,” and “AIA Contract Documents” are registered trademarks and may not be used without permission.** This document was produced by AIA software at 16:06:01 ET on 12/19/2022 under Order No.4104238194 which expires on 11/14/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(3B9ADA3B)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to

Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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 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.

§ 11.2.1 – 11.2.1.4 See Supplementary Conditions.

§ 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 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,

Init.

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.

§ 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 16:06:01 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)

This page intentionally left blank

SUPPLEMENTARY CONDITIONS

CONTENTS

TITLE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

<u>Item</u>		<u>Page</u>
1	ARTICLE 1 – GENERAL PROVISIONS.....	2
2	ARTICLE 2 – OWNER.....	3
3	ARTICLE 3 – CONTRACTOR.....	4
4	ARTICLE 4 – ARCHITECT.....	8
5	ARTICLE 7 – CHANGES IN THE WORK.....	8
6	ARTICLE 8 – TIME	9
7	ARTICLE 9 – PAYMENTS AND COMPLETION	10
8	ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY.....	12
9	ARTICLE 11 – INSURANCE AND BONDS.....	13
10	ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK.....	18
11	ARTICLE 13 – MISCELLANEOUS PROVISIONS	18
11	ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT	20
12	ARTICLE 15 – CLAIMS & DISPUTES.....	20
13	ARTICLE 16 – AFFIRMATIVE ACTION	21
14	ARTICLE 17 – DOMESTIC STEEL.....	21

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
42 required to avoid all conflict with other trades. Contractor shall check

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

- 5
6 d. Article 1.5 - Ownership and Use of Drawings, Specifications, and Other
7 Instruments of Service: Add the following Paragraph:

8
9 1.5.3 All Drawings, Specifications, and related documents prepared by the
10 Contractor specifically for the Project shall become the property of the
11 Owner.

12
13 2. ARTICLE 2 - OWNER

- 14
15 a. Article 2.1 - General: Add the following subparagraph:

16
17 2.1.2 Delete paragraph in its entirety. ADD the following: The Work is to
18 proceed as a no-lien Project in accordance with the laws of the State of
19 Indiana regarding public projects and Indiana case law. Contractor shall
20 provide to the Owner both a Payment Bond and a Performance Bond as
21 required by Indiana Code 36-1-12. The Contractor, for itself and for all
22 who claim through the Contractor, acknowledges and agrees that this is a
23 public project and, therefore, no lien shall attach to the real estate on
24 which the Project is located or to any improvements now existing or to
25 be constructed thereon in favor of the Contractor or any Subcontractor,
26 mechanic, journeyman, laborer, material vendor, lessor of tools or
27 equipment or any other party who may furnish work, materials,
28 equipment, services, tools or machinery for the design or construction of
29 improvements on the land. The Contractor shall also provide written
30 notice of the no-lien status of this Project to all of its Subcontractors,
31 material suppliers, equipment lessors and other that provide labor,
32 material, equipment and/or services for the Project. The Owner shall
33 notify the Contractor of any known attempts by a Subcontractor, sub-
34 subcontractor, material supplier, equipment lessor or any other person
35 or entity which has provided labor, material, equipment and/or services
36 with respect to the Work to file a lien against the Project and the
37 Contractor shall take prompt action to have any asserted lien released,
38 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.

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
41 3.12.5.1 Contractor review and stamp Drawing indicating that all Drawings
42 meet or exceed standards indicated within the specifications.

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

6 3.19.2 As-Built Drawings – Each Contractor shall provide As-Built Drawings
7 reflective of the work as part of the Operation and Maintenance manual.
8 The As-Built shall be submitted as part of the closeout package.
9

10 j. Article 3.20 – Retainage Escrow Agreement

11 Add the following paragraph:
12

13 3.20 Each Prime Contractor shall be responsible for the establishment and
14 cost of escrow with “**NAME OF FINANCIAL INSTITUTION**”.
15

16 3.20.1 Prime Contractor shall provide documentation of execution to the
17 Owner.
18

19
20 4. ARTICLE 4 – ARCHITECT
21

22 a. Article 4.1 – Architect: Add the following subparagraph:
23

24 4.1.1.1 Architect – As used herein and elsewhere in the Contract Documents, the
25 term “Architect” shall mean The Moake Park Group, Inc., acting
26 individually or through any agents, consultants, or representatives duly
27 authorized to act in its behalf.
28

29 5. ARTICLE 7 – CHANGES IN THE WORK
30

31 a. 7.1.4 Changes In Work Calculation: ADD the following paragraphs
32

33 7.1.4.1 The changes in work calculations for each Contractor and Sub-Contractor
34 shall include a detailed breakdown for the cost or credit of work directly
35 attributed to the change. For each labor level the hours and rate
36 including fringe benefits. For materials a breakdown for each item with
37 quantity and cost. Machinery list hours and cost or rental fee.
38

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

- 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
16 7.2.2 Only, after execution of a Change Order may an amount be included in an

17 Application for Payment.

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
24 8.1.4 Day: As used herein and elsewhere in the Contract Documents, the term

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

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

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

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

30
31 8.1.5 Date of final Completion: As used herein and elsewhere in the Contract

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

33 the Final Certificate of Payment as described in 9.10.

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

36 with the following:

37
38 8.3.1 If the Contractor is delayed at any time in the commencement or

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

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

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

42 unusual delay in deliveries, unavoidable casualties or other causes

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

26
27 **7. ARTICLE 9 - PAYMENTS AND COMPLETION**

28
29 a. Delete Paragraph 9.2 in its entirety and substitute the following:

30
31 **9.2 Schedule of Values**

32
33 Within 7 days after receipt of the Award and Notice to Proceed letter or
34 at the preconstruction meeting, whichever occurs first, the Contractor
35 shall submit to the Architect a Schedule of Values allocating the entire
36 Contract Sum to the various portions of the Work and prepared in such
37 form and supported by such data to substantiate its accuracy as the
38 Architect may require. This schedule, unless objected to by the Architect,
39 shall be used as a basis for reviewing the Contractor’s Applications for
40 Payment.
41

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.

- 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
41 11.1.2.1.1 The Contractor shall furnish a Performance and Payment Bond (AIA
42 Document A312), in an amount of at least equal to one hundred

1 percent (100%) of this Contract price as security for the faithful
2 performance of this Contract. The Contractor will be responsible
3 for payment of such bonds as a part of the Contract.
4

5 11.1.2 Compensation and Occupational Disease Insurance

6
7 11.1.2.2 The Contractor shall take out and maintain during the life of this
8 contract, Workmen's Compensation and Occupational Disease
9 Insurance, Employers Liability, for all of his employees employed at
10 the site of the project, in full compliance with the statutes of the
11 project, in full compliance with the statutes of Indiana applicable
12 thereto, and, in case any work is sublet, the Contractor shall require
13 the subcontractor similarly to provide Workmen's Compensation
14 and Occupation Disease Insurance for all of the latter's employees
15 unless such employees are covered by the protection afforded by
16 the Contractor. In case any class of employees engaged in
17 hazardous work under this contract at the site of the project are not
18 protected under Workmen's Compensation statute, the Contractor
19 shall provide and shall cause each subcontractor to provide
20 insurance coverage equal to that provided under the Workmen's
21 Compensation statute for the protection of his employees not
22 otherwise protected.
23

24 11.1.2.2.1 Workmen's Compensation and Employer's Liability Insurance in
25 amounts sufficient, in the opinion of the Contractor, the Owner,
26 and the Architect, to protect the Owner, the Architect, the
27 Contractor and the Subcontractors from all liability for bodily injury,
28 sickness, or disease (including death resulting at any time
29 therefrom) of any of their employees, including all liability or
30 damage which may arise by virtue of any statute or law in force or
31 which may hereafter be enacted.
32 Public Liability Insurance
33

34 11.1.2.3 The Contractor shall take out and maintain during the life of this
35 contract Commercial General Liability, including Personal Injury and
36 Property Damage Liability Insurance (construed as including
37 Contractor's Contingent or Protective Insurance if necessary to
38 protect the Contractor from damage claims arising from any
39 operation under this contract), including Completed Operations
40 Insurance, and Comprehensive Automobile Insurance, as shall
41 protect him for work covered by this contract from claims for
42 damages for personal injury or property damage which may arise

1 from operations under this contract, whether such operations be by
2 himself or by a subcontractor or by anyone directly employed by
3 either of them and the amounts of such insurance shall be:

4
5 Commercial General Liability in any amounts required by the Owner
6 and by the Architect, but not less than \$1,000,000 each occurrence,
7 and \$2,000,000 aggregate, as protection against all risks of damage
8 to or destruction of property; or bodily injury, sickness, or disease
9 (including death resulting at any time therefrom) of persons,
10 wherever located, resulting from any act, omission, or operation
11 under this Contract or in connection with the work thereunder.

12
13 General Contractor agrees to continue Completed Operations
14 coverage for one year after the work is accepted by the Owner.
15 Commercial General Liability shall include coverage on: Premises,
16 Operations, Independent Contractors (Protective Liability), Products
17 and Completed Operations, Contractual Liability as may be assumed
18 and insurable under this contract. There shall be no exclusions for
19 special hazards under Property Damage for "c," collapse caused by
20 grading or excavation; "u," underground property; "x," explosion or
21 blasting.

22
23 11.1.2.4 Contractor shall provide Comprehensive Automobile Liability
24 Insurance, including property damage, covering all owned or rented
25 equipment used in connection with the work to be performed
26 under this Contract, in the minimum amounts of \$500,000 per
27 person, \$500,000 per occurrence for bodily injury (including death
28 resulting at any time therefrom), and \$500,000 per occurrence for
29 property damage.

30
31 11.1.2.5 In addition to the above, each Prime Contractor will be required to
32 verify that he carries an Umbrella or Blanket Excess Liability
33 insurance coverage in an amount not less than \$2,000,000.

34
35 Subcontractors' Insurance

36
37 11.1.2.6 Contractor shall require all his subcontractors to effect and
38 maintain, during the entire period of performance and until
39 completion of the subcontract, Insurance in same kind and limits as
40 Contractor's insurance.

41
42 All risks of Physical Loss (Including Fire and Extended Coverage)

1 11.1.2.7 The General Contractor at his own expense shall provide fire and
2 extended coverage insurance protection for materials and
3 equipment belonging to the Contractor which is not to be worked
4 into the building, and the Owner assumes no responsibility for fire
5 and extended coverage or loss on such scaffolding, equipment or
6 materials which are not to be worked into the building. During the
7 entire construction period, the General Contractor shall provide
8 extinguishers of the type for the intended protection as approved
9 by NFPA and OSHA and shall provide such extinguisher in each
10 construction shed and temporary office, as well as in other
11 locations as reasonably required, and all other fire protection
12 reasonably required, to properly protect the project, and to comply
13 fully with the requirements of insurance underwriters for the
14 project and municipal county and state authorities.

15
16 c. Add the following Clauses 11.1.3.1 and 11.1.3.2 to Subparagraph 11.1.3:

17
18 11.1.3.1 The form of Certificates of Insurance shall be submitted in
19 duplicate. The Contractor shall furnish to the Owner copies of
20 endorsements that are subsequently issued amending coverage or
21 limits.

22
23 11.1.3.2 Certificates of such insurance shall be submitted to the Owner and
24 Architect prior to start of Work.

25
26 d. Add the following Subparagraph 11.1.5 to Paragraph 11.1:

27
28 11.1.5 The Owner shall not be liable to any person for the failure of the
29 Contractor or of any Subcontractor to carry any specified insurance
30 or to furnish proof of the carriage thereof to the Owner.

31
32 e. Delete Subparagraph 11.2.1 in its entirety and substitute the following:

33
34 11.2.1 At the Owner’s discretion, property insurance shall be purchased and
35 maintained by the Owner, in a company or companies lawfully
36 authorized to do business in the jurisdiction in which the Project is
37 located, whether in the form of Builder’s Risk coverage or an Installation
38 Floater. The amount of coverage shall be equal to at least 100 percent of
39 the insurable portion of the project. Such property insurance shall be
40 maintained until final payment has been made as provided in Paragraph
41 9.10 or until no person or entity other than the Owner has an insurable
42 interest in the property, whichever is later. This insurance shall include

1 the interest of the Owner, the Contractor, Subcontractors and Sub-
2 contractors in the project. The Owner shall provide Contractor with a
3 copy of insurance coverage as requested.
4

5 f. Add Subparagraph 11.5.1.1:

6
7 11.5.1.1 If required in writing by any party in interest, the Owner as fiduciary
8 shall, upon the occurrence of an insured loss, give bond for the
9 proper performance of the Owner’s duties. The Owner shall
10 deposit in a separate account proceeds so received, which the
11 Owner shall distribute in accordance with such agreement as the
12 parties in interest may reach. If after such loss or no other special
13 agreement is made and unless the Owner terminates the Contract
14 for convenience, replacement of damaged property shall be
15 performed by the Contractor after notification of a Change in the
16 Work in accordance with Article 7.
17

18 11.5.1.2 The Owner as fiduciary shall have power to adjust and settle a loss
19 with insurers.
20

21 10. ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK
22

23 a. Article 12.2 – Correction of Work: Add the following paragraph to Paragraph
24 12.2.1 as follows:

25
26 12.2.1.1 The Architect will provide one re-inspection per punch list item. Any
27 additional inspections required to verify conformance with the initial
28 punch list item (2) will be at the Contractor’s expense.
29

30
31 11. ARTICLE 13 - MISCELLANEOUS PROVISIONS
32

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

34
35 13.4.7 At any time, the Owner or Architect may request satisfactory evidence
36 that materials, supplies, or equipment conform to all requirements of all
37 Contract Documents.
38

39 13.4.8 When so directed by the Owner, the Contractor shall deliver test samples
40 of any materials or Work under the Contract to a designated independent
41 testing agency
42

b. Add the following paragraphs:

1 13.6 Code Compliance

2
3 13.6.1 All building construction work, and mechanical installations and
4 appliances connected therewith shall comply with all State
5 building Rules and Regulations, local ordinances, and such other
6 statutory provision pertaining to this class of work, such rules and
7 regulations and local ordinances to be considered as part of these
8 specifications. All contractors entering into contract agreements
9 with the Owner shall be held entirely responsible for knowledge
10 of all such ordinances and regulations, for compliance with them,
11 and for properly notifying the Architect of any deviation in the
12 drawings and specification s form such rules and regulations.

13
14 13.7 Owner Audit

15
16 13.7.1 The Contractor shall maintain all pertinent accounting records of
17 his costs and those of his Subcontractors on a generally
18 recognized accounting basis, including all supporting vouchers,
19 cancelled checks, purchase orders, time records, and similar data
20 as required to substantiate an expenditure, on the following:

- 21
22 (a) Changes in the Work performed on a “Cost Plus” basis.
23 (b) Suspension of Operations.
24 (c) Termination of the Contract.
25 (d) Wherever Contractor’s costs and expenses are subject to audit
26 by the Contract Documents.
27 (e) Employer records relating to common wage payments.

28
29 13.7.2 Said accounting records shall be subject to audit by the Owner,
30 and said records shall be available to Owner or his authorized
31 representative at mutually convenient times.

32
33 12. ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

34
35 a. Delete Subparagraph 14.1.1 in its entirety and substitute the following:

36
37 14.1.1 Notwithstanding, the Owner and Contractor acknowledge and
38 agree that this Contract is being executed during a public health
39 emergency with respect to the COVID-19 virus as declared by the
40 Secretary of Health and Human Services, and accordingly the
41 Owner and the Contractor agree that these facts shall not be
42 grounds to invoke any claim for relief under this Article 14, and

1 that any extension or renewal of such declarations regarding
2 COVID-19 shall be reasonably foreseeable by the parties.
3
4

5 **13. ARTICLE 15 – CLAIMS AND DISPUTES**

6
7 a. Delete Subparagraph 15.2.1 in its entirety and substitute the following:
8

9 15.2.1 Claims, excluding those arising under Paragraphs 10.3, 10.4, 11.5, shall be
10 referred to the Initial Decision Maker for initial decision. The Architect
11 will serve as the initial Decision Maker, unless otherwise indicated in the
12 Agreement. Except for those Claims excluded by this Section 15.2.1 an
13 initial decision, shall be required as a condition precedent to litigation of
14 any arising prior to the date final payment is due, unless 30 days have
15 passed after the Claim has been referred to the Initial Decision Maker
16 with no decision having been rendered. Unless the Initial Decision Maker
17 and all affected parties agree, the Initial Decision Maker will not decide
18 disputes between the Contractor and persons or entities other than the
19 Owner.
20

21 b. Delete Subparagraph 15.2.5 in its entirety and substitute the following
22 subparagraph 15.2.5 and Clause 15.2.5.1:
23

24 15.2.5 The initial Decision Maker will render an initial decision approving or
25 rejecting the Claim or indicating that the Initial Decision Maker is unable
26 to resolve the Claim. This initial decision shall (1) be in writing; (2) state
27 the reasons therefor; and (3) notify the parties and the Architect, if the
28 Architect is not serving as the Initial Decision Maker, of any change in the
29 Contract Sum or Contract Time or both. The initial decision shall be final
30 and binding on the parties but subject to litigation.
31

32 .1 These General Conditions shall be governed by, construed and
33 interpreted in accordance with the laws of the State of Indiana.
34 Any action or judicial proceeding for the enforcement of these
35 General Conditions shall be instituted only in the Courts of Wayne
36 County, State of Indiana or the U.S. District Court in the Southern
37 District of Indiana.
38

39 c. Delete Subparagraph 15.2.6.
40

41 d. Delete Clause 15.2.6.1
42

- 1 e. Delete Subparagraph 15.2.8 in its entirety – Contract will be NO Lien
- 2
- 3 f. Delete Paragraph 15.3 including Subparagraphs 15.3.1, 15.3.2, 15.3.3 and 15.3.4.
- 4
- 5 g. Delete Paragraph 15.4 including all Subparagraphs.
- 6

7

8 **13. ARTICLE 16 - AFFIRMATIVE ACTION (NEW ARTICLE)**

9

- 10 a. Add the following new paragraphs:
- 11

12 16.1 - Equal Employment Opportunity:

13

14 16.1.1 During the performance of this contract, the Contractor agrees as follows:

15 "The Contractor agrees not to discriminate against any employee
16 or applicant for employment because of race, religion, color, sex,
17 or national origin. The Contractor also agrees that applicants are
18 and will be treated in all matters, including (but not limited to)
19 rates of pay, promotion, and transfer, without regard to their
20 race, religion, color, sex, or national origin."
21

22

23

24 **14. ARTICLE 17 – DOMESTIC STEEL (NEW ARTICLE)**

25

- 26 a. Add the following new paragraph:
- 27

28 17.1.1 American manufactured steel products are required except where cost is
29 unreasonable, per IC 5-16-8-1 thru 6-16-8-5.
30

31 **END OF SUPPLEMENTARY CONDITIONS**

32

1

This page intentionally left blank

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 Elementary School - Window Replacement»
«200 West South St.
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:

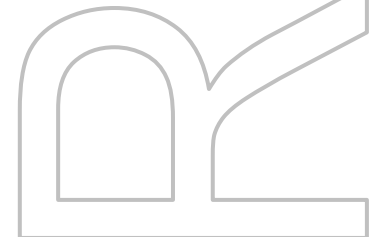
(Architect, Engineer or other party:)

«»
«»
«»
«»
«»
«»

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.



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.

§ 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:	« »

AIA
B
D

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 Elementary School - Window Replacement»
«200 West South St.
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:

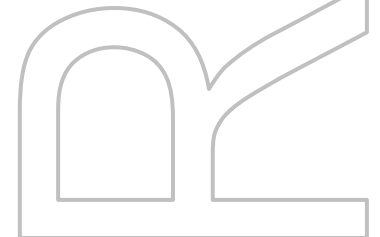
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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.



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.

§ 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

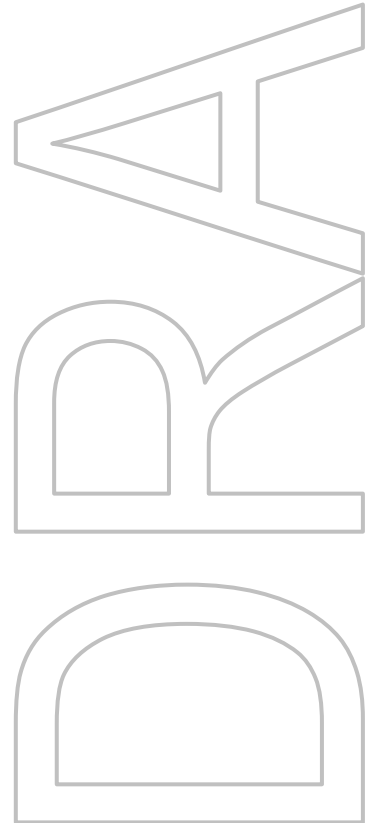
Company: _____ (Corporate Seal)

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 Elementary School**
34 **Window Replacement**

- 35
36 1. Project Location: **Centerville–Abington Elementary School**
37 **200 West South Street, Centerville, IN 47330**

38 B. Owner: Centerville – Abington Community Schools

- 39
40
41 1. Owner's Representative: Dr. Mike McCoy, Superintendent
42
43

2. Lead Design Consultant:

Architect:	Jeremy M. Ogle, AIA – Project Manager	Moake Park Group, Inc
	Evan Bosecker, RA – Project Architect	Moake Park Group, Inc.

- C. The Owner maintains tax exempt status and all work shall be tax free. Owner shall provide tax exempt documentation to Contractor.
- D. All permits and fees associated with the construction are the responsibility of the Contractor to pay.
- E. All work performed by the Contractor shall comply with local and state codes/regulations.
- F. Web-Based Project Software: Project software administered by Contractor will be used for purposes of managing communication and documents during the construction phase.
 - 1. See Section 011000 “Project Management and Coordination” for requirements for using web-based Project software.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of the Project is defined by the Contract Documents and consists of the following:
 - 1. Base Bid: The Project Base Bid consists work contained in the Project Manual.
 - 2. Alternates: The project alternates are defined within the Construction documents and numerated within the Alternates section of the Specifications Manual.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.
 - a. Temperature controls work shall be a separate contract direct to Owner.

1.5 WORK BY OWNER

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

1.6 WORK UNDER SEPARATE CONTRACTS

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

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

5
6 **1.7 ACCESS TO SITE**

- 7
8 A. General: Each Contractor shall have limited use of Project site for construction operations as
9 indicated on Drawings by the Contract limits and as indicate by requirements of this section.
10
11 B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of
12 Project site beyond areas in which the Work is indicated.
13
14 1. Driveways, Walkways and Entrances: Keep driveways, loading areas and entrances
15 serving premises clear and available to Owner, Owner’s employees and emergency
16 vehicles at all times. Do not use these areas for parking or for storage of materials.
17
18 a. Schedule deliveries to minimize use of driveways and entrance by construction
19 operations.
20 b. Schedule deliveries to minimize space and time requirements for storage of
21 material and equipment on site.
22
23 C. Condition of Existing Building: Maintain portions of existing building affected by
24 construction operations in a weathertight condition throughout construction period. Repair
25 damage caused by construction operations.
26
27 1. Protect staff and students from dangerous conditions that might result from
28 construction activities.
29
30 D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping and
31 hardscaping affected by construction operations throughout construction period. Repair
32 damage caused by construction operations.
33
34 E. Each Contractor shall limit the use of the premises for work and storage to allow work by
35 other Contractors and Owner occupancy. Storage of materials for construction activities in
36 existing buildings is permissible only upon approval by the assigned Owner Project
37 Coordinator.
38
39 1. Each Contractor shall assume complete responsibility for the protection and safekeeping
40 of products under his contract, stored at the site.
41 2. Each Contractor shall move his stored products that interfere with the operation of the
42 Owner or other Contractors.
43
44

1 **1.8 COORDINATION WITH OCCUPANTS**

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

6
7 1. Maintain access to existing walkways, corridors and other adjacent occupied or used
8 facilities. Do not close or obstruct walkways, corridors or other occupied or used
9 facilities without written permission from Owner and approval of authorities having
10 jurisdiction.

11 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner’s
12 operations.

13 3. Note that the primary functions of this school facility must continue and can not be
14 interrupted by the construction activities. Special considerations for noise/dust/odor
15 control must be provided to prevent disruption of the academic environment.

16 4. Contractors shall maintain an atmosphere of professionalism while on school grounds.

17
18 a. Use of profane or lewd language by workers will not be tolerated.

19 b. Any worker wearing clothing containing vulgar or inappropriate content will be
20 asked to leave the premises immediately.

21 c. Use of radios/cell phones to play loud music will not be permitted.
22

23 **1.9 WORK RESTRICTIONS**

24 A. Work Restrictions, General: Comply with restrictions on construction operations.
25

26 1. Comply with limitations on use of public streets and with other requirements of
27 authorities having jurisdiction.
28

29 B. On-Site Work Hours: Limit work in the existing building to normal business working hours of
30 6:00 a.m. to 10:00 p.m., Monday through Friday, unless otherwise indicated.

31
32 1. School Year Hours: NONE of the phased work occurring during the school year will take
33 place while school is in session. Typical shift work during the school year will be 3:30
34 p.m. to 12:00 a.m. Shiftwork after 12:00 a.m. will be on an as needed basis and
35 coordinated with the Owner.

36 2. Weekend Hours: With Owner’s prior approval, weekend hours may be permitted.
37 Notification of need for weekend hours must be submitted no later than the Monday
38 preceding weekend needed for work.

39 3. Hours for Utility Shutdowns: Power shutdowns must occur when the building is not
40 occupied and must be scheduled with the Owner in advance. Extended shutdowns
41 lasting more than 4 hours must occur on a weekend and utilize overnight periods to be
42 scheduled with the Owner.
43

- 1 C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner
2 or others unless permitted under the following conditions and then only after providing
3 temporary utility services according to the requirements indicated:
4
- 5 1. Notify Owner not less than seven (7) days in advance of proposed utility interruptions.
 - 6 2. Obtain Owner’s written permission before proceeding with utility interruptions.
7
- 8 D. Noise, Vibration and Odors: Coordinate operations that may result in high levels of noise
9 and vibration, odors or other disruption to Owner occupancy with Owner.
10
- 11 1. Notify Owner not less than seven (7) days in advance of proposed disruptive operations.
 - 12 2. Obtain Owner’s written permission before proceeding with disruptive operations.
 - 13 3. Each Contractor and Sub-contractor shall take reasonable measures to limit activities
14 which cause undue noise during 2nd shift work which may affect neighboring residents.
15
 - 16 a. Refrain from using telescoping forklifts to dump trash after 9:00 pm.
 - 17 b. Take special care in closing storage containers at the end of the work shift (do not
18 slam container doors).
 - 19 c. Schedule material and equipment deliveries during late afternoon hours only.
20
- 21 E. Restricted Substances: Use of tobacco products, e-cigarettes (vaping) and other controlled
22 substances on Project site is not permitted on Centerville-Abington Community Schools
23 property.
24
- 25 F. Employee Identification: Provide identification in the form of clothing or hard hats with
26 company logos for all Contractor and Sub-contractor personnel working on Project site.
27 Require personnel to wear identification at all times.
28

29 **1.10 SPECIFICATION AND DRAWING CONVENTIONS**

- 30 A. Specification Content: The Specifications use certain conventions for the style of language
31 and the intended meaning of certain terms, words and phrases when used in particular
32 situations. These conventions are as follows:
33
- 34 1. Imperative mood and streamlined language are generally used in the Specifications. The
35 words “shall”, “shall be” or “shall comply with”, depending on the context, are implied
36 where a colon (;) is used within a sentence or phrase.
 - 37 2. Specification requirements are to be performed by Contractor unless specifically stated
38 otherwise.
39
- 40 B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the
41 Work of all Sections in the Specifications.
42
- 43 C. Drawing Coordination: Requirements for materials and products identified on Drawings are
44 described in detail in the Specifications. One or more of the following are used on Drawings
45 to identify materials and products:

1. Terminology: materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by the typical generic terms as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.11 MISCELLANEOUS PROVISIONS

A. Asbestos Containing Materials (ACM)

1. Any ACM shall be removed by the Owner prior to the start of work schedule by the Contractor.
2. If any other suspect ACM is discovered during the course of work, Contractor shall promptly notify the Owner. Owner shall perform testing and, if determined to be regulated asbestos containing building materials, Category I or Category II non-friable asbestos containing materials, the Owner will be responsible to remove materials in compliance with regulatory standards.
3. Contact the Superintendent, Mike McCoy.

B. Existing Conditions

1. Each Contractor is responsible to field verify existing conditions and dimensions. The Contractor requiring said verification for the construction or fabrication of his material shall be the Contractor responsible for procurement of the field information.
2. Notify the design architect/engineer promptly if existing field conditions differ from those indicated on the bid documents. Do not remove or alter structural components without prior written approval.

C. Each Contractor shall be responsible for securing his work and equipment at the close of each work day.

D. Fire alarms: If the work requires repair, modifications or replacement of fire alarm systems or components, the Contractors shall provide notification to the Owner a minimum of 72 hours before a fire alarm is rendered inactive.

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

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.

- 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 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: Roller Shades.

6 State the cost to provide and install roller shades as detailed and specified.

7

8

9

10

11 **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: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

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
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

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 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.
46

- 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 I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from
37 every entity who may file a lien arising out of the Contract and related to the Work covered by
38 the payment.
39
- 40 1. Submit partial waivers on each item for the amount requested, prior to deduction for
41 retainage, on each item.
42 2. When an application shows completion of an item, submit final or full waivers.
43 3. Submit each Application for Payment with Contractor's waiver of lien for the period of
44 construction covered by the application.
45
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.
46 4. Proof that taxes, fees, and similar obligations were paid.

- 1 5. Removal of temporary facilities and services.
- 2 6. Change of door locks to Owner's access.
- 3
- 4

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

6

7

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

9

10

11 **END OF SECTION 012900**

12

1

This page intentionally left blank

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.

38 1. Architect will return RFIs submitted to Architect by other entities controlled by
39 Contractor with no response.

- 1 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's
2 work or work of subcontractors.

- 3 B. Content of the RFI: Include a detailed, legible description of item needing information or
4 interpretation and the following:
 - 5 1. Project name.
 - 6 2. Project number.
 - 7 3. Date.
 - 8 4. Name of Contractor.
 - 9 5. Name of Architect.
 - 10 6. RFI number, numbered sequentially.
 - 11 7. RFI subject.
 - 12 8. Specification Section number and title and related paragraphs, as appropriate.
 - 13 9. Drawing number and detail references, as appropriate.
 - 14 10. Field dimensions and conditions, as appropriate.
 - 15 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the
16 Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 17 12. Contractor's signature.
 - 18 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data,
19 Shop Drawings, coordination drawings, and other information necessary to fully
20 describe items needing interpretation.

- 21 a. Include dimensions, thicknesses, structural grid references, and details of affected
22 materials, assemblies, and attachments on attached sketches.

- 23 C. RFI Forms: AIA Document G716.
 - 24 1. Attachments shall be electronic files in Adobe Acrobat PDF format.

- 25 D. Architect's Action: Architect will review each RFI, determine action required, and respond.
26 Allow seven working days for Architect's response for each RFI. RFIs received by Architect
27 after 1:00 p.m. will be considered as received the following working day.
 - 28 1. The following Contractor-generated RFIs will be returned without action:
 - 29 a. Requests for approval of submittals.
 - 30 b. Requests for approval of substitutions.
 - 31 c. Requests for approval of Contractor's means and methods.
 - 32 d. Requests for coordination information already indicated in the Contract
33 Documents.
 - 34 e. Requests for adjustments in the Contract Time or the Contract Sum.
 - 35 f. Requests for interpretation of Architect's actions on submittals.
 - 36 g. Incomplete RFIs or inaccurately prepared RFIs.

 - 37 2. Architect's action may include a request for additional information, in which case
38 Architect's time for response will date from time of receipt of additional information.

- 1 3. Architect's action on RFIs that may result in a change to the Contract Time or the
2 Contract Sum may be eligible for Contractor to submit Change Proposal according to
3 Section 012600 "Contract Modification Procedures."
- 4 a. If Contractor believes the RFI response warrants change in the Contract Time or
5 the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI
6 response.
- 7 E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
8 Submit log weekly. Software log with not less than the following:
 - 9 1. Project name.
 - 10 2. Name and address of Contractor.
 - 11 3. Name and address of Architect.
 - 12 4. RFI number including RFIs that were returned without action or withdrawn.
 - 13 5. RFI description.
 - 14 6. Date the RFI was submitted.
 - 15 7. Date Architect's response was received.
- 16 F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI
17 response to affected parties. Review response and notify Architect within seven days if
18 Contractor disagrees with response.
 - 19 1. Identification of related Minor Change in the Work, Construction Change Directive, and
20 Proposal Request, as appropriate.
 - 21 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as
22 appropriate.

23 **1.8 PROJECT MEETINGS**

- 24 A. General: Schedule and conduct meetings and conferences at Project site unless otherwise
25 indicated.
 - 26 1. Attendees: Inform participants and others involved, and individuals whose presence is
27 required, of date and time of each meeting. Notify Owner and Architect of scheduled
28 meeting dates and times.
 - 29 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 30 3. Minutes: Entity responsible for conducting meeting will record significant discussions
31 and agreements achieved. Distribute the meeting minutes to everyone concerned,
32 including Owner and Architect, within three days of the meeting.
- 33 B. Preconstruction Conference: Architect will schedule and conduct a preconstruction
34 conference before starting construction, at a time convenient to Owner and Architect, but no
35 later than 15 days after execution of the Agreement.
 - 36 1. Conduct the conference to review responsibilities and personnel assignments.

- 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 conference. Participants at the conference shall be
4 familiar with Project and authorized to conclude matters relating to the Work.
5 3. Agenda: Discuss items of significance that could affect progress, including the following:
6 a. Tentative construction schedule.
7 b. Phasing.
8 c. Critical work sequencing and long-lead items.
9 d. Designation of key personnel and their duties.
10 e. Lines of communications.
11 f. Procedures for processing field decisions and Change Orders.
12 g. Procedures for RFIs.
13 h. Procedures for testing and inspecting.
14 i. Procedures for processing Applications for Payment.
15 j. Submittal procedures.
16 k. Preparation of record documents.
17 l. Use of the premises and existing building.
18 m. Work restrictions.
19 n. Working hours.
20 o. Owner's occupancy requirements.
21 p. Responsibility for temporary facilities and controls.
22 q. Procedures for moisture and mold control.
23 r. Procedures for disruptions and shutdowns.
24 s. Construction waste management and recycling.
25 t. Parking availability.
26 u. Office, work, and storage areas.
27 v. Equipment deliveries and priorities.
28 w. First aid.
29 x. Security.
30 y. Progress cleaning.
31 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting
32 minutes.
33 C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each
34 construction activity that requires coordination with other construction.
35 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or
36 affected by the installation and its coordination or integration with other materials and
37 installations that have preceded or will follow, shall attend the meeting. Advise
38 Architect of scheduled meeting dates.
39 2. Agenda: Review progress of other construction activities and preparations for the
40 particular activity under consideration, including requirements for the following:
41 a. Contract Documents.
42 b. Options.

- 1 c. Related RFIs.
- 2 d. Related Change Orders.
- 3 e. Purchases.
- 4 f. Deliveries.
- 5 g. Submittals.
- 6 h. Possible conflicts.
- 7 i. Time schedules.
- 8 j. Manufacturer's written instructions.
- 9 k. Warranty requirements.
- 10 l. Acceptability of substrates.
- 11 m. Temporary facilities and controls.
- 12 n. Space and access limitations.
- 13 o. Regulations of authorities having jurisdiction.
- 14 p. Testing and inspecting requirements.
- 15 q. Installation procedures.
- 16 r. Coordination with other work.
- 17 s. Required performance results.
- 18 t. Protection of adjacent work.
- 19 u. Protection of construction and personnel.

- 20 3. Record significant conference discussions, agreements, and disagreements, including
21 required corrective measures and actions.
- 22 4. Reporting: Distribute minutes of the meeting to each party present and to other parties
23 requiring information.
- 24 5. Do not proceed with installation if the conference cannot be successfully concluded.
25 Initiate whatever actions are necessary to resolve impediments to performance of the
26 Work and reconvene the conference at earliest feasible date.

- 27 D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time
28 convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of
29 Substantial Completion.

- 30 1. Conduct the conference to review requirements and responsibilities related to Project
31 closeout.
- 32 2. Attendees: Authorized representatives of Owner, Architect, and their consultants;
33 Contractor and its superintendent; major subcontractors; suppliers; and other
34 concerned parties shall attend the meeting. Participants at the meeting shall be familiar
35 with Project and authorized to conclude matters relating to the Work.
- 36 3. Agenda: Discuss items of significance that could affect or delay Project closeout,
37 including the following:
 - 38 a. Preparation of record documents.
 - 39 b. Procedures required prior to inspection for Substantial Completion and for final
40 inspection for acceptance.
 - 41 c. Submittal of written warranties.
 - 42 d. Requirements for preparing operations and maintenance data.
 - 43 e. Requirements for delivery of material samples, attic stock, and spare parts.

- 1 f. Requirements for demonstration and training.
- 2 g. Preparation of Contractor's punch list.
- 3 h. Procedures for processing Applications for Payment at Substantial Completion
- 4 and for final payment.
- 5 i. Submittal procedures.
- 6 j. Owner's partial occupancy requirements.
- 7 k. Installation of Owner's furniture, fixtures, and equipment.
- 8 l. Responsibility for removing temporary facilities and controls.

- 9 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

- 10 E. Progress Meetings: Conduct progress meetings at biweekly intervals.

- 11 1. Coordinate dates of meetings with preparation of payment requests.
- 12 2. Attendees: In addition to representatives of Owner and Architect, each contractor,
- 13 subcontractor, supplier, and other entity concerned with current progress or involved in
- 14 planning, coordination, or performance of future activities shall be represented at these
- 15 meetings. All participants at the meeting shall be familiar with Project and authorized
- 16 to conclude matters relating to the Work.
- 17 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review
- 18 other items of significance that could affect progress. Include topics for discussion as
- 19 appropriate to status of Project.

- 20 a. Contractor's Construction Schedule: Review progress since the last meeting.
- 21 Determine whether each activity is on time, ahead of schedule, or behind
- 22 schedule, in relation to Contractor's construction schedule. Determine how
- 23 construction behind schedule will be expedited; secure commitments from
- 24 parties involved to do so. Discuss whether schedule revisions are required to
- 25 ensure that current and subsequent activities will be completed within the
- 26 Contract Time.

- 27 1) Review schedule for next period.

- 28 b. Review present and future needs of each entity present, including the following:

- 29 1) Interface requirements.
- 30 2) Sequence of operations.
- 31 3) Status of submittals.
- 32 4) Deliveries.
- 33 5) Off-site fabrication.
- 34 6) Access.
- 35 7) Site utilization.
- 36 8) Temporary facilities and controls.
- 37 9) Progress cleaning.
- 38 10) Quality and work standards.
- 39 11) Status of correction of deficient items.
- 40 12) Field observations.

- 1 13) Status of RFIs.
- 2 14) Status of proposal requests.
- 3 15) Pending changes.
- 4 16) Status of Change Orders.
- 5 17) Pending claims and disputes.

- 6 4. Minutes: Entity responsible for conducting the meeting will record and distribute the
- 7 meeting minutes to each party present and to parties requiring information.

- 8 a. Schedule Updating: Revise Contractor's construction schedule after each
- 9 progress meeting where revisions to the schedule have been made or recognized.
- 10 Issue revised schedule concurrently with the report of each meeting.

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

12

13

14 **PART 3 - EXECUTION**

15

16 **3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

17

- 18 A. All documents transmitted for purposes of administration of the contract are to be in
- 19 electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and
- 20 transmitted via an Internet-based submittal service that receives, logs and stores documents,
- 21 provides electronic stamping and signatures, and notifies addressees via email.

- 22
- 23 1. Besides submittals for review, information, and closeout, this procedure applies to
- 24 Requests for Interpretation (RFIs), progress documentation, contract modification
- 25 documents (e.g. supplementary instructions, change proposals, change orders),
- 26 applications for payment, field reports and meeting minutes, Contractor's correction
- 27 punchlist, and any other document any participant wishes to make part of the project
- 28 record.
- 29 2. Contractor and Architect are required to use this service.
- 30 3. It is Contractor's responsibility to submit documents in allowable format.
- 31 4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the
- 32 service at no extra charge.
- 33 5. Users of the service need an email address, internet access, and PDF review software
- 34 that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat,
- 35 www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software
- 36 capability is provided by the service provider.
- 37 6. Paper document transmittals will not be reviewed; emailed electronic documents will
- 38 not be reviewed.
- 39 7. All other specified submittal and document transmission procedures apply, except that
- 40 electronic document requirements do not apply to samples or color selection charts.
- 41

- 1 B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the
- 2 Contract Sum.
- 3
- 4 C. Submittal Service: The selected service is:
- 5
- 6 1. Contractor's preferred service vendor.
- 7

8 **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
- 44 E. Do not permit use of unmarked copies of submittals in connection with construction.
45

- 1 F. Performance of work prior to Owner’s review of product data is done at the sole risk of the
2 Contractor. The Contractor shall be solely responsible for corrections, repairs, and/or
3 replacement of work that is incorrectly performed prior to Architect’s approval.
4
5 G. Contractor responsible to distribute copies of reviewed submittals as appropriate and in a
6 timely manner. Instruct parties to promptly report any inability to comply with requirements.
7
8 H. All submittals shall be prepared as electronic files in the form of Adobe PDF, MS Word, or MS
9 Excel formats.
10
11 I. All submittals shall be transmitted to the Architect electronically utilizing a Web-Based Project
12 Management System.
13

14 **1.5 SHOP DRAWINGS**

- 15
16 A. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules,
17 patterns, templates and similar drawings. The Contractor shall review Shop Drawings prior to
18 submittal to the Owner. Include the following information:
19
20 1. Dimensions.
21 2. Identification of products and materials included.
22 3. Compliance with specified standards.
23 4. Notation of coordination requirements.
24 5. Notation of dimensions established by field measurement.
25 6. Submittals: Submit one electronic file in the form of Adobe PDF, MS Word, or MS Excel
26 formats.
27 7. All comments, corrections, or other information on submittals generated by Contractor’s
28 review shall be marked in green so as to clearly identify the initiator of the marks.
29 8. All shop drawings shall be transmitted to the Architect electronically utilizing Procure
30 Web-Based Project Management System.
31
32 B. Contractor’s Review: Apply Contractor’s stamp or notation; certifying that review, approval,
33 verification of Products required, field dimensions, adjacent construction work, and
34 coordination of information is accordance with the requirements of the Work and Contract
35 Documents. Submittals which are received from sources other than through the Contractor
36 will be returned without review or action taken.
37

38 **1.6 PRODUCT DATA**

- 39
40 A. Product Data: Collect Product Data into a single submittal for each element of construction or
41 system. Product Data includes printed information such as manufacturer’s installation
42 instructions, MSDS Data Sheets, catalog cuts, standard color charts, roughing in diagrams and
43 templates, standard wiring diagrams and performance curves. Where Product Data must be
44 specially prepared because standard printed data is not suitable for use, submit as "Shop
45 Drawings." Include the following information:
46

1 1. Mark each copy to show applicable choices and options. Where printed Product Data
2 includes information on several products, some of which are not required, mark copies to
3 indicate the applicable information. Include the following information:

- 4
- 5 a. Manufacturer's printed recommendations.
 - 6 b. Compliance with recognized trade association standards.
 - 7 c. Compliance with recognized testing agency standards.
 - 8 d. Application of testing agency labels and seals.
 - 9 e. Notation of dimensions verified by field measurement.
 - 10 f. Notation of coordination requirements.
 - 11 g. Submittals: Submit one electronic copy of each required submittal; contractor
12 responsible for copies where required for maintenance and operations manuals.
13 Contractor is responsible to transmit/make printed copies as required for their
14 vendors and subcontractors.
 - 15
 - 16 i. Unless noncompliance with Contract Document provisions is observed,
17 the submittal may serve as the final submittal.
 - 18
 - 19 h. All comments, corrections, or other information on submittals generated by
20 Contractor's review shall be marked in green so as to clearly identify the initiator
21 of the marks.
 - 22

23 B. Contractor's Review: Apply Contractor's stamp or notation; certifying that review, approval,
24 verification of Products required, field dimensions, adjacent construction work, and
25 coordination of information is accordance with the requirements of the Work and Contract
26 Documents. Submittals that are received from sources other than through the Contractor will
27 be returned without review or action taken.

28

29 **1.7 SAMPLES**

30

31 A. Samples: Submit fully fabricated Samples cured and finished as specified and physically
32 identical with the material or product proposed. Samples include partial sections of
33 manufactured or fabricated components, cuts or containers of materials, color range sets, and
34 swatches showing color, texture and pattern.

35

36 1. Mount, display, or package Samples in the manner to facilitate review of qualities
37 indicated. Include the following:

- 38
- 39 a. Generic description of the Sample.
 - 40 b. Sample source.
 - 41 c. Product name or name of manufacturer.
 - 42 d. Compliance with recognized standards.
 - 43 e. Availability and delivery time.
 - 44
 - 45

- 1 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these
2 characteristics with other elements, and for a comparison of these characteristics
3 between the final submittal and the actual component as delivered and installed.
4
5 a. Where variations in color, pattern, texture or other characteristics are inherent in
6 the material or product represented, submit multiple units (not less than 3), that
7 show approximate limits of the variations.
8
9 3. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication
10 techniques, connections, operation and similar characteristics, submit 1 electronic marked
11 with the action taken.
12 4. Maintain sets of Samples, as returned, at the Project site, for quality comparisons
13 throughout the course of construction.

14
15 **1.8 ARCHITECT'S ACTION**

- 16 A. Except for submittals for record, information or similar purposes, where action and return is
17 required or requested, the Architect will review each submittal, notate to indicate action
18 taken, and return promptly.
19
20 1. The Architect will review shop drawings only for conformance with the design concept of
21 the Project and with the information given in the Contract Documents. The Architect's
22 review of a separate item shall not indicate review of an assembly in which the item
23 functions.
24 2. The Architect's review of shop drawings shall not relieve the Contractor of responsibility
25 for any deviation from the requirements or the Contracts documents unless the
26 Contractor has informed the Architect in writing of such deviation at the time of
27 submission and the Architect has given written approval to the specific deviation, nor shall
28 the Architect's action relieve the Contractor from responsibility for errors or omissions in
29 the shop drawings.
30 3. Notations and remarks added to shop drawings by the Architect are to insure compliance
31 to Drawings and Specifications and do not imply a requested or approved change to
32 contract cost. Should the Architect's notations and remarks result in a change in contract
33 cost it is the responsibility of the Contractor to advise the Architect accordingly prior to
34 performance of the work in question. If work that has been changed by the Architect's
35 review comments is performed without notifying the Architect and Owner of additional
36 costs, any additional cost for the work shall be the sole responsibility of the Contractor.
37 4. Should deviations, discrepancies, or conflicts between shop and the Contract Documents
38 be discovered, either prior to or after review, Contract Documents shall control and be
39 followed.
40
41 B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action
42 stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
43
44

- 1 1. Final Unrestricted Release: Work may proceed, provided it complies with contract
2 documents, when submittal is returned with the following:
3
4 a. Marking: "Reviewed"
5
6 2. Final-But Restricted Release: Work may proceed, provided it complies with notations and
7 corrections on submittal and with contract documents, when submittal is returned with
8 the following:
9
10 a. Marking: "Reviewed as Noted"
11
12 3. Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance
13 with notations thereon, and resubmit without delay to obtain a different action marking.
14 Do not allow submittals with the following marking (or unmarked submittals where a
15 marking is required) to be used in connection with performance of the work:
16
17 a. Marking: "Revise and Resubmit"
18 b. Marking: "Rejected"
19
20 4. Other Action: Where a submittal is primarily for information or record purposes, special
21 processing or other activity, the submittal will be returned marked "For Record Only".
22 5. Corrected Copy: Work may proceed but resubmittal of corrected submittals is required.
23 Resubmit corrected copy incorporating all review comments throughout the entire
24 submittal.

25
26 **PART 2 PRODUCTS (Not Applicable).**

27
28
29 **PART 3 EXECUTION (Not Applicable).**

30
31
32 **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.
46

- 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

1

This page intentionally left blank

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
 - 46

- 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

This page intentionally left blank

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.
45 3. "Equipment" is a product with operational parts, whether motorized or manually
46 operated, that requires service connections such as wiring or piping.

1 **PART 2 - PRODUCTS**

2
3 **2.1 PRODUCT STANDARD AND QUALITY - SUBSTITUTIONS**

- 4
5 A. The Contract is based on the materials, equipment, and methods described in the Contract
6 Documents.
7
8 B. Where, in the Drawings and Specifications, certain products, manufacturer's tradenames, or
9 catalog numbers are given, it is done for the expressed purpose of establishing a basis of
10 quality, durability, and efficiency of design in harmony with the work outlined and is not
11 intended for the purpose of limiting competition.
12
13 C. The Architect will consider proposals for substitutions of materials, equipment, and methods
14 only when such proposals are accompanied by full and complete technical data and all other
15 information required by the Architect to evaluate the proposed substitution.
16
17 D. Do not substitute materials, equipment, or methods unless such substitution has been
18 specifically approved for this Work by the Architect. See Specification Section 012500.
19
20 E. "Or equal":
21
22 1. Where the phrase "or equal", "or equivalent" or "or equal as approved by the Architect"
23 occurs in the Contract Documents, do not assume that material, equipment, or methods
24 will be approved as equal by the Architect unless the item has been specifically approved
25 for this Work by the Architect. See Section 01 25 00 - Product Substitutions for
26 substitution requirements.
27 2. The decision of the Architect shall be final.
28
29 F. Availability of Specified Items:
30
31 1. Verify prior to bidding that specified items will be available in time for installation during
32 orderly and timely progress of the Work.
33 2. In the event specified item or items will not be so available, so notify the Architect within
34 14 days upon receipt of notification by Supplier.
35 3. Costs of delays because of non-availability of specified items, when such delays could have
36 been avoided by the Contractor, will be back charged as necessary and shall not be borne
37 by the Owner.
38
39 G. Where the questions of appearance, artistic effect, or harmony of design are concerned, the
40 Architect reserves the right to refuse approval of substituted products proposed to be
41 substituted for that specified, if in his opinion the item to be substituted is not harmonious to
42 the finished effect and appearance desired, as portrayed in the Drawings and Specifications.
43 The Architect's said refusal to approve, established by this paragraph, is final and not subject
44 to arbitration.
45
46

1 **2.2 MANUFACTURER'S DIRECTIONS**

- 2
- 3 A. Manufactured products shall be applied, installed, connected, erected, used, cleaned and
- 4 conditioned in accordance with the manufacturer' printed directions, unless herein specified
- 5 to the contrary. Where manufacturer's printed directions are available and where reference is
- 6 made to manufacturer's directions in the Specification, the Contractor shall submit two (2)
- 7 copies of such directions to the Architect prior to the beginning of Work covered thereby.
- 8
- 9 B. Where specific installation instructions are not part of these Specifications and Drawings,
- 10 equipment shall be installed in strict accordance with instructions from the respective
- 11 manufacturers. Where installation instructions included in these Specifications or Drawings
- 12 are at a variance with instructions furnished by the equipment manufacturer, the Contractor
- 13 shall make written request for clarification from the Architect.
- 14
- 15 C. In accepting or assenting to the use of apparatus or material, or make, or arrangement
- 16 thereof, the Architect in no way waives the requirements of these specifications or the
- 17 warranty embodied therein.
- 18

19 **2.3 WARRANTIES**

- 20
- 21 A. Specific warranties or bonds called for in the Contract Documents, in addition to that falling
- 22 under the general warranty as set forth in General Conditions, shall be furnished in
- 23 accordance with the requirements of the Specifications.
- 24
- 25 B. Each Contractor shall and does hereby agree to warrant for a period of one year, or for longer
- 26 periods, where so provided in the Specifications, as evidenced by the date of Substantial
- 27 Completion issued by the Architect, products installed under the Contract to be of good
- 28 quality in every respect and to remain so for periods described herein.
- 29
- 30 C. Should defects develop in the aforesaid Work within the specified periods, due to faults in
- 31 products or their workmanship, the Contractor hereby agrees to make repairs and do
- 32 necessary Work to correct defective Work to the Architect's satisfaction, in accordance with
- 33 the Supplementary Conditions. Such repairs and corrective Work, including costs of making
- 34 good other Work damaged by or otherwise affected by making repairs or corrective Work,
- 35 shall be done without cost to the Owner and at the entire cost and expense of the Contractor
- 36 within 14 days after written notice to the Contractor by the Owner.
- 37
- 38 D. Nothing herein intends or implies that the warranty shall apply to Work which has been
- 39 abused or neglected or improperly maintained by the Owner or his successor in interest.
- 40
- 41 E. Where service on products is required under this Article, it shall be promptly provided when
- 42 notified by the Owner and no additional charge shall be made, unless it can be established
- 43 that the defect or malfunctioning was caused by abuse or accidental damage not to be
- 44 expected under conditions of ordinary wear and tear.
- 45
- 46

- 1 F. In the event movement in the adjoining structure or components causes malfunctioning, the
2 Contractor responsible for the original installation of the adjoining structure or components
3 shall provide such repair, replacement, or correction necessary to provide for proper
4 functioning to bring the equipment back into the same operating condition as approved at the
5 completion of the building.
6
- 7 G. The manufacturer and supplier expressly warrants that each item of equipment furnished by
8 him and installed in this Project is suitable for the application shown and specified in the
9 Contract documents and includes features, accessories, and performing characteristics listed
10 in the manufacturer's catalog in force on the date bids are requested for the Work. This
11 warranty is intended as an assurance by the manufacturer that his equipment is not being
12 misapplied and is fit and sufficient for the service intended. This warranty is in addition to and
13 not in limitation of other warranties or remedies required by law or by the Contract
14 Documents. It shall be the responsibility of the Contractor for the particular equipment to
15 obtain this warranty in writing.
16
- 17 H. In case the Contractor fails to do Work so ordered, the Owner may have work done and
18 charge the cost thereof against monies retained as provided for in the Agreement and, if said
19 retained monies is available, the Contractor and his Sureties shall agree to pay to the Owner
20 the cost of such Work.
21

22 **2.4 MATERIAL DELIVERY AND RESPONSIBILITIES**

- 23
- 24 A. Each Contractor shall be responsible for materials he orders for delivery to the jobsite.
25 Responsibility includes, but is not limited to, receiving, unloading, storing, protecting, and
26 setting in place; ready for final connections. Each subcontractor shall coordinate jobsite
27 storage with the General Prime Contractor.
28
- 29 1. The Owner will not be responsible for deliveries related to the construction or operation
30 of the Contractor. The Owner cannot sign delivery forms for the Contractor.
31
- 32 B. Contractors shall insure that products are delivered to the Project in accordance with the
33 Construction Schedule of the Project. In determining date of delivery, sufficient time shall be
34 allowed for shop drawings and sample approvals, including the possibility of having to
35 resubmit improperly prepared submittals or products other than those specified and the
36 necessary fabrication or procurement time along with the delivery method and distance
37 involved.
38

39 **2.5 PROTECTION**

- 40
- 41 A. Each Contractor shall protect building elements and products when subject to damage.
42 Should workmen or other persons employed or commissioned by one Contractor be
43 responsible for damage, the entire cost of repairing said damage shall be assumed by said
44 individual Contractor. Should damage be done by a person or persons not employed or
45 commissioned by a Contractor, the respective Contractors shall make repairs and charge the
46 cost to the guilty person or persons. The affected Contractors shall be responsible for

1 collecting such charges. If the person or persons responsible for damage cannot be
2 discovered, full and satisfactory repairs shall be made by the respective Contractor, and the
3 cost of Work shall be prorated against each Contractor.
4

- 5 B. The respective Contractors shall protect their products prior to installation and final
6 acceptance. Storage shall be dry, clean, and safe. Materials or equipment damaged,
7 deteriorated, rusted or defaced due to improper storage, shall be repaired, refinished, or
8 replaced, as required by the

9
10 Architect. Products lost through theft or mishandling shall be replaced by the Contractor
11 without cost to the Owner.
12

13 **2.6 ACCEPTANCE OF EQUIPMENT OR SYSTEMS**

- 14
15 A. The Owner will not accept the start of the warranty period on systems or equipment until
16 Substantial Completion is issued to the respective Contractor(s) for Owner's occupancy of the
17 building, in part or whole. Each Contractor shall make such provisions as required to extend
18 the commencement of the manufacturer's warranty from time of initial operation of systems
19 or equipment until Substantial Completion is given in writing.
20

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

22
23
24
25 **END OF SECTION 016000**
26

1

This page intentionally left blank

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:

- 31 a. Electrical wiring systems.
32

- 1 b. Operating systems of special construction.
- 2 2. Other Construction Elements: Do not cut and patch other construction elements or
3 components in a manner that could change their load-carrying capacity, that results in
4 reducing their capacity to perform as intended, or that results in increased maintenance
5 or decreased operational life or safety. Other construction elements include but are not
6 limited to the following:
- 7 a. Piping, ductwork, vessels, and equipment.
- 8 3. Visual Elements: Do not cut and patch construction in a manner that results in visual
9 evidence of cutting and patching. Do not cut and patch exposed construction in a
10 manner that would, in Architect's opinion, reduce the building's aesthetic qualities.
11 Remove and replace construction that has been cut and patched in a visually
12 unsatisfactory manner.
- 13 B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written
14 recommendations and instructions for installation of products and equipment.

15 **PART 2 - PRODUCTS**

16 **2.1 MATERIALS**

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

24 **PART 3 - EXECUTION**

25 **3.1 EXAMINATION**

- 26 A. Existing Conditions: The existence and location of underground and other utilities and
27 construction indicated as existing are not guaranteed. Before beginning sitework, investigate
28 and verify the existence and location of underground utilities, mechanical and electrical
29 systems, and other construction affecting the Work.
- 30 1. Before construction, verify the location and invert elevation at points of connection of
31 sanitary sewer, storm sewer, and water-service piping; underground electrical services,
32 and other utilities.

- 1 2. Furnish location data for work related to Project that must be performed by public
2 utilities serving Project site.

- 3 B. Examination and Acceptance of Conditions: Before proceeding with each component of the
4 Work, examine substrates, areas, and conditions, with Installer or Applicator present where
5 indicated, for compliance with requirements for installation tolerances and other conditions
6 affecting performance. Record observations.

- 7 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of
8 connections before equipment and fixture installation.

- 9 C. Written Report: Where a written report listing conditions detrimental to performance of the
10 Work is required by other Sections, include the following:
 - 11 1. Description of the Work.
 - 12 2. List of detrimental conditions, including substrates.
 - 13 3. List of unacceptable installation tolerances.
 - 14 4. Recommended corrections.

- 15 D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding
16 with the Work indicates acceptance of surfaces and conditions.

17 **3.2 PREPARATION**

- 18 A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck
19 measurements before installing each product. Where portions of the Work are indicated to fit
20 to other construction, verify dimensions of other construction by field measurements before
21 fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the
22 Work.

- 23 B. Space Requirements: Verify space requirements and dimensions of items shown
24 diagrammatically on Drawings.

- 25 C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for
26 clarification of the Contract Documents caused by differing field conditions outside the control
27 of Contractor, submit a request for information to Architect according to requirements in
28 Section 013100 "Project Management and Coordination."

- 29 D. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for
30 preparation of substrates to receive subsequent work.

31 **3.3 INSTALLATION**

- 32 A. General: Locate the Work and components of the Work accurately, in correct alignment and
33 elevation, as indicated.

- 34 1. Make vertical work plumb and make horizontal work level.

- 1 2. Where space is limited, install components to maximize space available for maintenance
2 and ease of removal for replacement.
- 3 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- 4 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and
5 90 inches (2300 mm) in unoccupied spaces.

- 6 B. Comply with manufacturer's written instructions and recommendations for installing products
7 in applications indicated.

- 8 C. Install products at the time and under conditions that will ensure the best possible results.
9 Maintain conditions required for product performance until Substantial Completion.

- 10 D. Conduct construction operations so no part of the Work is subjected to damaging operations
11 or loading in excess of that expected during normal conditions of occupancy.

- 12 E. Sequence the Work and allow adequate clearances to accommodate movement of
13 construction items on site and placement in permanent locations.

- 14 F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- 15 G. Templates: Obtain and distribute to the parties involved templates for work specified to be
16 factory prepared and field installed. Check Shop Drawings of other work to confirm that
17 adequate provisions are made for locating and installing products to comply with indicated
18 requirements.

- 19 H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate
20 size and number to securely anchor each component in place, accurately located and aligned
21 with other portions of the Work. Where size and type of attachments are not indicated, verify
22 size and type required for load conditions.

- 23 1. Mounting Heights: Where mounting heights are not indicated, mount components at
24 heights directed by Architect.
- 25 2. Allow for building movement, including thermal expansion and contraction.
- 26 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and
27 directions for installing anchorages, including sleeves, concrete inserts, anchor bolts,
28 and items with integral anchors, that are to be embedded in concrete or masonry.
29 Deliver such items to Project site in time for installation.

- 30 I. Joints: Make joints of uniform width. Where joint locations in exposed work are not
31 indicated, arrange joints for the best visual effect. Fit exposed connections together to form
32 hairline joints.

- 33 J. Hazardous Materials: Use products, cleaners, and installation materials that are not
34 considered hazardous.
- 35

1 **3.4 CUTTING AND PATCHING**

2 A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching.
3 Proceed with cutting and patching at the earliest feasible time, and complete without delay.

4 1. Cut in-place construction to provide for installation of other components or
5 performance of other construction, and subsequently patch as required to restore
6 surfaces to their original condition.

7 B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or
8 damaged during installation or cutting and patching operations, by methods and with
9 materials so as not to void existing warranties.

10 C. Temporary Support: Provide temporary support of work to be cut.

11 D. Protection: Protect in-place construction during cutting and patching to prevent damage.
12 Provide protection from adverse weather conditions for portions of Project that might be
13 exposed during cutting and patching operations.

14 E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems
15 are required to be removed, relocated, or abandoned, bypass such services/systems before
16 cutting to minimize interruption to occupied areas.

17 F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar
18 operations, including excavation, using methods least likely to damage elements retained or
19 adjoining construction. If possible, review proposed procedures with original Installer; comply
20 with original Installer's written recommendations.

21 1. In general, use hand or small power tools designed for sawing and grinding, not
22 hammering and chopping. Cut holes and slots neatly to minimum size required, and
23 with minimum disturbance of adjacent surfaces. Temporarily cover openings when not
24 in use.

25 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

26 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

27 4. Excavating and Backfilling: Comply with requirements in applicable Sections where
28 required by cutting and patching operations.

29 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be
30 removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent
31 entrance of moisture or other foreign matter after cutting.

32 6. Proceed with patching after construction operations requiring cutting are complete.

33 G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations
34 following performance of other work. Patch with durable seams that are as invisible as
35 practicable. Provide materials and comply with installation requirements specified in other
36 Sections, where applicable.

- 1 1. Inspection: Where feasible, test and inspect patched areas after completion to
2 demonstrate physical integrity of installation.
- 3 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish
4 restoration into retained adjoining construction in a manner that will minimize evidence
5 of patching and refinishing.
 - 6 a. Clean piping, conduit, and similar features before applying paint or other finishing
7 materials.
 - 8 b. Restore damaged pipe covering to its original condition.
- 9 H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint,
10 mortar, oils, putty, and similar materials from adjacent finished surfaces.

11 3.5 PROGRESS CLEANING

- 12 A. General: Clean Project site and work areas daily, including common areas. Enforce
13 requirements strictly. Dispose of materials lawfully.
 - 14 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and
15 debris.
 - 16 2. Do not hold waste materials more than seven days during normal weather or three days
17 if the temperature is expected to rise above 80 deg F (27 deg C).
 - 18 3. Containerize hazardous and unsanitary waste materials separately from other waste.
19 Mark containers appropriately and dispose of legally, according to regulations.
 - 20 a. Use containers intended for holding waste materials of type to be stored.
 - 21 4. Coordinate progress cleaning for joint-use areas where Contractor and other
22 contractors are working concurrently.
- 23 B. Site: Maintain Project site free of waste materials and debris.
- 24 C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for
25 proper execution of the Work.
 - 26 1. Remove liquid spills promptly.
 - 27 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the
28 entire work area, as appropriate.
- 29 D. Installed Work: Keep installed work clean. Clean installed surfaces according to written
30 instructions of manufacturer or fabricator of product installed, using only cleaning materials
31 specifically recommended. If specific cleaning materials are not recommended, use cleaning
32 materials that are not hazardous to health or property and that will not damage exposed
33 surfaces.
- 34 E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to
35 ensure freedom from damage and deterioration at time of Substantial Completion.

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

13 **3.6 STARTING AND ADJUSTING**

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

22 **3.7 PROTECTION OF INSTALLED CONSTRUCTION**

- 23 A. Provide final protection and maintain conditions that ensure installed Work is without damage
24 or deterioration at time of Substantial Completion.
- 25 B. Comply with manufacturer's written instructions for temperature and relative humidity.

26 **END OF SECTION 017300**

27

1
2

This page intentionally left blank

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
45 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side
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**

40

1

This page intentionally left blank

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
- 21 1. Remove labels that are not required as permanent labels.
22 2. Clean transparent materials, including mirrors and window/door glass, to a polished
23 condition, removing substances that are noticeable as vision-obscuring materials. Replace
24 broken glass and damaged transparent materials.
25 3. Clean exposed exterior and interior hard surfaces to a dirt free condition, free of dust,
26 stains, films, and similar noticeable distracting substances. Except as otherwise indicated,
27 avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces
28 to original reflective condition.
29 4. Wipe surfaces of mechanical and electrical equipment clean; remove excess lubrication
30 and other substances.
31 5. Remove debris and surface dust from limited access spaces including roofs, plenums,
32 shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
33 6. Clean concrete floors in non-occupied spaces broom clean.
34 7. Vacuum clean carpeted surfaces and similar soft surfaces.
35 8. Clean plumbing fixtures to a sanitary condition, free of stains, including those resulting
36 from water exposure.
37 9. Clean light fixtures and lamps so as to function with full efficiency.
38 10. Clean project site (yard and grounds), including landscape development areas, of litter and
39 foreign substances. Sweep paved areas to a broom clean condition; remove stains, petro-
40 chemical spills, and other foreign deposits. Rake grounds that are neither planted nor
41 paved to a smooth, even textured surface.
42
43

44 **END OF SECTION 017400**
45

1 **This page intentionally left blank**

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
46

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
- 46

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 4. The location of internal utilities and appurtenances concealed in building structures,
46 referenced to visible and accessible features of the structure;

- 1 5. When elements are placed exactly as shown on the Drawings, so indicate; otherwise,
2 indicate changed location.
3
4 D. Keep Project Record Documents current. Do not permanently conceal Work until the required
5 information has been recorded.
6
7 E. Prior to final payment on the Project, submit to the Architect the Project Record Drawings for
8 changes recorded for the Work of Divisions 2 through 14.
9
10 F. Prior to final completion and payment, the Contractors for Mechanical Work and Electrical
11 Work, Division 22, 23, 26 and 27, shall update their working drawings with changes made in
12 his Work. Submit two (2) complete sets of prints of these changed working drawings to the
13 Architect.
14
15 1. Each drawing shall be labeled "Project Record Drawing", dated and signed by the
16 Contractor.
17
18 G. The General Contractor shall certify that the Project Record Drawings show complete and
19 accurate as-built conditions, including without limitation, sizes, kinds of materials, vital piping
20 and valves, conduit locations, and other similar and required items.
21
22 H. Contractor(s) shall include as part of the Project Record Drawings, a complete and current
23 Project Manual, indicating changes made relating to the specifications. All requirements for
24 the Project Record Drawings apply to the Project Record Project Manual.
25
26 I. The General Contractor shall maintain all approved Permit Drawings in a manner so as to
27 make them accessible to governmental inspectors and other authorized agencies. All
28 approved Drawings shall be wrapped, marked, and delivered to the Owner within 30 days of
29 the Date of Final Completion of the Work.
30

31 **3.4 CERTIFICATION OF CODE COMPLIANCE**

- 32
33 A. Prior to final payment, the Contractor indicated below shall submit to the Architect (in
34 duplicate), letters of certification of code compliance as follows:
35
36 1. The Contractor(s) for Division 22 and 23, shall submit a letter certifying that mechanical
37 installations comply with UMC current applicable editions.
38 2. The Contractor(s) for Division 26 and 27, shall submit letters certifying that electrical
39 wiring complies with NEC current applicable editions.
40 3. The Contractor for Division 26 and 27, shall submit letters certifying that alarm systems
41 and smoke and heat detection systems comply with State of Indiana Codes and
42 Regulations, current applicable editions.
43
44

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.
46 2. Owner's name.

- 1 3. Name and address of Architect.
- 2 4. Name and address of all contractors and their contacts.
- 3 5. Date of submission.
- 4
- 5 G. The Contractor(s) shall instruct the Owner's operating personnel in the proper use, care and
- 6 emergency repair of all equipment installed before final payment. The Contractor(s) shall call
- 7 particular attention to any safety measures that should be followed. The instruction shall be
- 8 adequate to train the Owner's operating personnel in the proper use, care, and emergency
- 9 repair of such equipment.
- 10
- 11 H. Refer to Section 013300 – Submittal Procedures for additional requirements.
- 12
- 13 I. Provide to Owner and Architect one copy each of all Maintenance and Operating Manuals in
- 14 .pdf format. Provide Folders for each school with its pertinent manuals.
- 15

16 **3.6 CHARTS AND LOCATIONS OF CONCEALED WORK**

- 17
- 18 A. The Contractor(s) for Mechanical Work (Division 23), shall prepare suitable charts identifying
- 19 and locating each concealed control or other concealed item requiring repair, adjustment, and
- 20 maintenance. Charts shall be mounted in suitable frames with glass covers secured to wall
- 21 where directed.
- 22
- 23 B. Charts shall list each item, together with its function, item number and location.
- 24
- 25 C. Locations throughout the building shall be identified on the wall or ceiling by permanent, non-
- 26 obstructive plates, labels, or other approved means secured in a permanent manner.
- 27
- 28 D. Chart details, identification methods, locations, and methods of attachment shall be specified
- 29 or approved by the Architect at the jobsite upon full submission of proposed procedures and
- 30 proper execution of same.
- 31

32 **END OF SECTION 017700**

1 **SECTION 017800 – CLOSEOUT SUBMITTALS**

2
3 **PART 1 GENERAL**

4
5 **1.1 SUMMARY**

- 6
7 A. This Section specifies general administrative and procedural requirements for warranties and
8 bonds required by the Contract Documents, including manufacturers' standard warranties on
9 products and special warranties.
10
11 1. Refer to the General Conditions for terms of the Contractor's warranty of workmanship
12 and materials.
13 2. Specific requirements for warranties for the Work and products and installations that are
14 specified to be warranted are included in the individual Sections of Divisions-2 thru -49.
15 3. Certifications and other commitments and agreements for continuing services to Owner
16 are specified elsewhere in the Contract Documents.
17
18 B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties
19 do not relieve the Contractor of the warranty on the Work that incorporates the products.
20

21 **1.2 DEFINITIONS**

- 22
23 A. Standard Product Warranties are preprinted written warranties published by individual
24 manufacturers for particular products and are specifically endorsed by the manufacturer to
25 the Owner.
26
27 B. Special Warranties are written warranties required by or incorporated in the Contract
28 Documents, either to extend time limits provided by standard warranties or to provide greater
29 rights for the Owner.
30

31 **1.3 WARRANTY REQUIREMENTS**

- 32
33 A. Related Damages and Losses: When correcting warranted Work that has failed, remove and
34 replace other Work that has been damaged as a result of such failure or that must be removed
35 and replaced to provide access for correction of warranted Work.
36
37 B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected
38 by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated
39 warranty shall be equal to the original warranty with an equitable adjustment for
40 depreciation.
41
42 C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace
43 or rebuild the Work to an acceptable condition complying with requirements of Contract
44 Documents. The Contractor is responsible for the cost of replacing or rebuilding defective
45 Work regardless of whether the Owner has benefited from use of the Work through a portion
46 of its anticipated useful service life.

- 1 D. Owner's Recourse: Written warranties made to the Owner are in addition to implied
2 warranties, and shall not limit the duties, obligations, rights and remedies otherwise available
3 under the law, nor shall warranty periods be interpreted as limitations on time in which the
4 Owner can enforce such other duties, obligations, rights, or remedies.
5
6 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit
7 selections to products with warranties not in conflict with requirements of the Contract
8 Documents.
9
10 E. The Owner reserves the right to refuse to accept Work for the Project where a special
11 warranty, certification, or similar commitment is required on such Work or part of the Work,
12 until evidence is presented that entities required to countersign such commitments are willing
13 to do so.
14

15 **1.4 SUBMITTALS**

- 16
17 A. Submit written warranties to the Architect prior to the date certified for Substantial
18 Completion. If the Architect's Certificate of Substantial Completion designates a
19 commencement date for warranties other than the date of Substantial Completion for the
20 Work, or a designated portion of the Work, submit written warranties upon request of the
21 Architect.
22
23 1. When a designated portion of the Work is completed and occupied or used by the Owner,
24 by separate agreement with the Contractor during the construction period, submit
25 properly executed warranties to the Architect within fifteen days of completion of that
26 designated portion of the Work.
27
28 B. Special Warranties: When a special warranty is required to be executed by the Contractor, or
29 the Contractor and a subcontractor, or supplier or manufacturer, prepare a written document
30 that contains appropriate terms and identification, ready for execution by the required
31 parties. Submit a draft to the Owner through the Architect for approval prior to final
32 execution.
33
34 1. Refer to individual Sections of Divisions-2 through -49 for specific content requirements,
35 and particular requirements for submittal of special warranties.
36
37 C. Form of Submittal: At Final Completion compile two copies of each required warranty and
38 bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or
39 manufacturer. Organize the warranty documents into an orderly sequence based on the table
40 of contents of the Project Manual.
41
42 D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered
43 loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-
44 1/2" by 11" paper.
45
46

- 1 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty.
- 2 Mark the tab to identify the product or installation. Provide a typed description of the
- 3 product or installation, including the name of the product, and the name, address and
- 4 telephone number of the installer.
- 5 2. Identify each binder on the front and the spine with the typed or printed title
- 6 “WARRANTIES AND BONDS”, the Project title or name, and the name of the Contractor.
- 7 3. When operating and maintenance manuals are required for warranted construction,
- 8 provide additional copies of each required warranty, as necessary, for inclusion in each
- 9 required manual.

10

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

12

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

14

15

16 **END OF SECTION 017800**

17

1

This page intentionally left blank

DIVISION 6

1 **SECTION 061000 - ROUGH CARPENTRY**

2
3
4 **PART 1 - GENERAL**

5
6
7 **1.1 RELATED DOCUMENTS**

- 8
9 A. Drawings and general provisions of the Contract, including General and Supplementary
10 Conditions and Division 01 Specification Sections, apply to this Section.
11

12
13 **1.2 SUMMARY**

- 14
15 A. Section Includes:

- 16
17 1. Pressure treated rooftop equipment bases and support curbs, coping blocking, and
18 misc. blocking as indicated on the drawings.
19 2. Fire retardant interior wood blocking and nailers.
20 3. Plywood backing panels.
21

22
23 **1.3 DEFINITIONS**

- 24
25 A. Rough Carpentry: Carpentry work not specified in other sections and not exposed, unless
26 otherwise indicated.
27

28
29 **1.4 ACTION SUBMITTALS**

- 30
31 A. Product Data: For each type of process and factory-fabricated product. Indicate
32 component materials and dimensions and include construction and application details.
33

- 34 1. Include data for wood-preservative treatment from chemical treatment
35 manufacturer and certification by treating plant that treated materials comply with
36 requirements. Indicate type of preservative used and net amount of preservative
37 retained.
38 2. Include data for fire-retardant treatment from chemical treatment manufacturer
39 and certification by treating plant that treated materials comply with requirements.
40 Include physical properties of treated materials based on testing by a qualified
41 independent testing agency.
42 3. For fire-retardant treatments, include physical properties of treated lumber both
43 before and after exposure to elevated temperatures, based on testing by a
44 qualified independent testing agency according to ASTM D 5664.

- 1 4. For products receiving a waterborne treatment, include statement that moisture
2 content of treated materials was reduced to levels specified before shipment to
3 Project site.
4
5

6 **1.5 INFORMATIONAL SUBMITTALS**
7

- 8 A. Material Certificates: For dimension lumber specified to comply with minimum allowable
9 unit stresses. Indicate species and grade selected for each use and design values
10 approved by the ALSC Board of Review.
11

12
13 **1.6 QUALITY ASSURANCE**
14

- 15 A. Testing Agency Qualifications: For testing agency providing classification marking for fire-
16 retardant treated material, an inspection agency acceptable to authorities having
17 jurisdiction that periodically performs inspections to verify that the material bearing the
18 classification marking is representative of the material tested.
19

20
21 **1.7 DELIVERY, STORAGE, AND HANDLING**
22

- 23 A. Stack lumber flat with spacers beneath and between each bundle to provide air
24 circulation. Protect lumber from weather by covering with waterproof sheeting, securely
25 anchored. Provide for air circulation around stacks and under coverings.
26

27
28 **PART 2 - PRODUCTS**
29

30
31 **2.1 WOOD PRODUCTS, GENERAL**
32

- 33 A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading
34 agency is indicated, provide lumber that complies with the applicable rules of any rules-
35 writing agency certified by the ALSC Board of Review. Provide lumber graded by an
36 agency certified by the ALSC Board of Review to inspect and grade lumber under the rules
37 indicated.
38

- 39 1. Factory mark each piece of lumber with grade stamp of grading agency.
40 2. Provide dressed lumber, S4S, unless otherwise indicated.
41

- 42 B. Maximum Moisture Content of Lumber: 19 percent for 2-inch nominal (38-mm actual)
43 thickness or less, unless otherwise indicated.
44
45
46

1 **2.2 WOOD-PRESERVATIVE-TREATED LUMBER**

2
3 A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior
4 construction not in contact with the ground, Use Category UC3b for exterior construction
5 not in contact with the ground, and Use Category UC4a for items in contact with the
6 ground.

7
8 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and one of
9 the following:

- 10
11 a. Chromated copper arsenate (CCA)
12 b. Ammoniacal copper citrate (CC)

13
14 B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not
15 use material that is warped or that does not comply with requirements for untreated
16 material.

17
18 C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC
19 Board of Review.

20
21 D. Application: Treat items indicated on Drawings, and the following:

- 22
23 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and
24 similar members in connection with roofing, flashing, vapor barriers, and
25 waterproofing.
26 2. Wood sills, sleepers, blocking, furring, and similar concealed members in contact
27 with masonry or concrete.

28
29
30 **2.3 FIRE-RETARDANT-TREATED MATERIALS**

31
32 A. General: Where fire-retardant-treated materials are indicated, use materials complying
33 with requirements in this article, that are acceptable to authorities having jurisdiction,
34 and with fire-test-response characteristics specified as determined by testing identical
35 products per test method indicated by a qualified testing agency.

- 36
37 1. Use treatment that does not promote corrosion of metal fasteners.
38 2. Exterior Type: Treated materials shall comply with requirements specified above
39 for fire-retardant-treated lumber and plywood by pressure process after being
40 subjected to accelerated weathering according to ASTM D 2898. Use for exterior
41 locations and where indicated.
42 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or
43 less when tested according to ASTM D 3201 at 92 percent relative humidity. Use
44 where exterior type is not indicated.

45
46 B. Application: Treat items indicated on Drawings, and the following:

1 1. Wood nailers and blocking associated with interior door frames and as indicated.
2
3

4 **2.4 DIMENSION LUMBER FRAMING**

5
6 A. Non-Load-Bearing Interior Partitions: No. 2 grade.
7

8 1. Application: Interior partitions not indicated as load-bearing.

9 2. Species:

10 a. Mixed southern pine; SPIB.

11 b. Spruce-pine-fir; NLGA.

12 c. Southern Pine
13
14
15

16 **2.5 MISCELLANEOUS LUMBER**

17
18 A. General: Provide miscellaneous lumber indicated and lumber for support or attachment
19 of other construction, including the following:

20
21 1. Blocking.

22 2. Nailers.

23 3. Rooftop equipment bases and support curbs.
24

25 B. For items of dimension lumber size, provide No. 2 grade lumber and any of the following
26 species:

27 1. Mixed southern pine; SPIB.

28 2. Spruce-pine-fir; NLGA.
29
30

31 **2.7 FASTENERS**

32
33 A. General: Provide fasteners of size and type indicated that comply with requirements
34 specified in this article for material and manufacture. Where rough carpentry is exposed
35 to weather, in ground contact, pressure-preservative treated, or in area of high relative
36 humidity, provide fasteners with hot-dip zinc coating complying with
37 ASTM A 153/A 153M.
38

39 B. Nails, Brads, and Staples: ASTM F 1667.

40
41 C. Power-Driven Fasteners: NES NER-272.

42
43 D. Wood Screws: ASME B18.6.1.

44
45 E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
46

- 1 F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property
2 Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
3
- 4 G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with
5 capability to sustain, without failure, a load equal to six times the load imposed when
6 installed in unit masonry assemblies and equal to four times the load imposed when
7 installed in concrete as determined by testing per ASTM E 488 conducted by a qualified
8 independent testing and inspecting agency.
9
- 10 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and
11 ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).
12
13

14 **2.8 METAL FRAMING ANCHORS**
15

- 16 A. Manufacturers: Subject to compliance with requirements, available manufacturers
17 offering products that may be incorporated into the Work include, but are not limited to,
18 the following:
19
- 20 1. Cleveland Steel Specialty Co.
21 2. KC Metals Products, Inc.
22 3. Phoenix Metal Products, Inc.
23 4. Simpson Strong-Tie Co., Inc.
24 5. USP Structural Connectors.
25
- 26 B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with
27 ASTM A 653/A 653M, G60 (Z180) coating designation.
28
- 29 1. Use for interior locations unless otherwise indicated.
30
- 31 C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-
32 strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B
33 (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm)
34 thick.
35
- 36 1. Use for wood-preserved-treated lumber and where indicated.
37
- 38 D. Stainless-Steel Sheet: ASTM A 666, Type 304.
39
- 40 1. Use for exterior locations and where indicated.
41
42
43

1 **2.9 MISCELLANEOUS MATERIALS**

- 2
- 3 A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation
4 complying with ASTM D 3498 that is approved for use indicated by adhesive
5 manufacturer.
- 6
- 7 1. Adhesives shall have a VOC content of 70 g/L or less when calculated according to
8 40 CFR 59, Subpart D (EPA Method 24).
- 9

10

11 **PART 3 - EXECUTION**

12

13

14 **3.1 INSTALLATION, GENERAL**

15

- 16 A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut,
17 and fitted. Fit rough carpentry to other construction; scribe and cope as needed for
18 accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply
19 with requirements for attaching other construction.
- 20
- 21 B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame
22 Construction," unless otherwise indicated.
- 23
- 24 C. Install plywood backing panels by fastening to studs; coordinate locations with utilities
25 requiring backing panels. Install fire-retardant treated plywood backing panels with
26 classification marking of testing agency exposed to view.
- 27
- 28 D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's
29 written instructions. Install fasteners through each fastener hole.
- 30
- 31 E. Do not splice structural members between supports unless otherwise indicated.
- 32
- 33 F. Provide blocking and framing as indicated and as required to support facing materials,
34 fixtures, specialty items, and trim.
- 35
- 36 1. Provide metal clips for fastening gypsum board or lath at corners and intersections
37 where framing or blocking does not provide a surface for fastening edges of panels.
38 Space clips not more than 16 inches (406 mm) o.c.
- 39
- 40 G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as
41 indicated and as follows:
- 42
- 43 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than
44 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials
45 accurately fitted to close furred spaces.

- 1 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level,
2 at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where
3 fire blocking is not inherent in framing system used, provide closely fitted solid
4 wood blocks of same width as framing members and 2-inch nominal- (38-mm
5 actual-) thickness.
- 6 3. Fire block concealed spaces between floor sleepers with same material as sleepers
7 to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill
8 space below partitions.
- 9 4. Fire block concealed spaces behind combustible cornices and exterior trim at not
10 more than 20 feet (6 m) o.c.
- 11
- 12 H. Sort and select lumber so that natural characteristics will not interfere with installation or
13 with fastening other materials to lumber. Do not use materials with defects that interfere
14 with function of member or pieces that are too small to use with minimum number of
15 joints or optimum joint arrangement.
- 16
- 17 I. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-
18 treated lumber.
- 19
- 20 1. Use inorganic boron for items that are continuously protected from liquid water.
- 21 2. Use copper naphthenate for items not continuously protected from liquid water.
- 22
- 23 J. Securely attach rough carpentry work to substrate by anchoring and fastening as
24 indicated, complying with the following:
- 25
- 26 1. NES NER-272 for power-driven fasteners.
- 27 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- 28 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2),
29 "Alternate Attachments," in ICC's International Residential Code for One- and Two-
30 Family Dwellings.
- 31
- 32 K. Use steel common nails unless otherwise indicated. Select fasteners of size that will not
33 fully penetrate members where opposite side will be exposed to view or will receive finish
34 materials. Make tight connections between members. Install fasteners without splitting
35 wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.
- 36
- 37

3.2 **WOOD BLOCKING, AND NAILER INSTALLATION**

- 40 A. Install where indicated and where required for screeding or attaching other work. Form
41 to shapes indicated and cut as required for true line and level of attached work.
42 Coordinate locations with other work involved.
- 43
- 44 B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with
45 surfaces unless otherwise indicated.
- 46

1 C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install
2 continuous flexible flashing separator between wood and metal decking.

3
4 D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled
5 lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of
6 ground to exact thickness of finish material. Remove temporary grounds when no longer
7 required.

8
9 **3.3 PROTECTION**

10
11 A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite
12 protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate
13 treatment. Apply borate solution by spraying to comply with EPA-registered label.

14
15 B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes
16 wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply
17 with EPA-registered label.

18 **END OF SECTION 061000**

DIVISION 8

1 **SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS**

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 01 Specification Sections, apply to this Section.

6 **1.2 SUMMARY**

- 7 A. Section Includes:

- 8 1. Exterior and interior storefront framing.
9 2. Storefront framing for punched openings.
10 3. Exterior and interior manual-swing entrance doors and door-frame units.

11 **1.3 ACTION SUBMITTALS**

- 12 A. Product Data: For each type of product.

- 13 1. Include construction details, material descriptions, dimensions of individual
14 components and profiles, and finishes.

- 15 B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans,
16 elevations, sections, full-size details, and attachments to other work.

- 17 1. Include details of provisions for assembly expansion and contraction and for
18 draining moisture occurring within the assembly to the exterior.

- 19 2. Include full-size isometric details of each vertical-to-horizontal intersection of
20 aluminum-framed entrances and storefronts, showing the following:

- 21 a. Joinery, including concealed welds.
22 b. Anchorage.
23 c. Expansion provisions.
24 d. Glazing.
25 e. Flashing and drainage.

- 26 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor
27 barriers.

- 28 C. Samples for Verification: For each type of exposed finish required, in manufacturer's
29 standard sizes.
30

1 **1.4 INFORMATIONAL SUBMITTALS**

- 2 A. Energy Performance Certificates: For aluminum-framed entrances and storefronts,
3 accessories, and components, from manufacturer.
- 4 B. Sample Warranties: For special warranties.

5 **1.5 CLOSEOUT SUBMITTALS**

- 6 A. Maintenance Data: For aluminum-framed entrances and storefronts to include in
7 maintenance manuals.

8 **1.6 QUALITY ASSURANCE**

- 9 A. Installer Qualifications: An entity that employs installers and supervisors who are trained
10 and approved by manufacturer.
- 11 B. Product Options: Information on Drawings and in Specifications establishes requirements
12 for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are
13 indicated by dimensions, arrangements, alignment, and profiles of components and
14 assemblies as they relate to sightlines, to one another, and to adjoining construction.
- 15 1. Do not change intended aesthetic effects, as judged solely by Architect, except with
16 Architect's approval. If changes are proposed, submit comprehensive explanatory
17 data to Architect for review.

18 **1.7 WARRANTY**

- 19 A. Special Warranty: Installer agrees to repair or replace components of aluminum-framed
20 entrances and storefronts that do not comply with requirements or that fail in materials
21 or workmanship within specified warranty period.
- 22 1. Failures include, but are not limited to, the following:
- 23 a. Structural failures including, but not limited to, excessive deflection.
24 b. Noise or vibration created by wind and thermal and structural movements.
25 c. Deterioration of metals, metal finishes, and other materials beyond normal
26 weathering.
27 d. Water penetration through fixed glazing and framing areas.
28 e. Failure of operating components.
- 29 2. Warranty Period: Five years from date of Substantial Completion.

- 1 B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or
2 replace aluminum that shows evidence of deterioration of factory-applied finishes within
3 specified warranty period.
- 4 1. Deterioration includes, but is not limited to, the following:
- 5 a. Color fading more than 5 Hunter units when tested according to
6 ASTM D 2244.
- 7 b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
- 8 c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
- 9 2. Warranty Period: 10 years from date of Substantial Completion.

10 **PART 2 - PRODUCTS**

11 **2.1 PERFORMANCE REQUIREMENTS**

- 12 A. General Performance: Comply with performance requirements specified, as determined
13 by testing of aluminum-framed entrances and storefronts representing those indicated
14 for this Project without failure due to defective manufacture, fabrication, installation, or
15 other defects in construction.
- 16 1. Aluminum-framed entrances and storefronts shall withstand movements of
17 supporting structure including, but not limited to, story drift, twist, column
18 shortening, long-term creep, and deflection from uniformly distributed and
19 concentrated live loads.
- 20 2. Failure also includes the following:
- 21 a. Thermal stresses transferring to building structure.
- 22 b. Glass breakage.
- 23 c. Noise or vibration created by wind and thermal and structural movements.
- 24 d. Loosening or weakening of fasteners, attachments, and other components.
- 25 e. Failure of operating units.
- 26 B. Deflection of Framing Members: At design wind pressure, as follows:
- 27 1. Deflection Normal to Wall Plane: Limited to [1/175 of clear span for spans up to 13
28 feet 6 inches (4.1 m) and to 1/240 of clear span plus 1/4 inch (6.35 mm) for spans
29 greater than 13 feet 6 inches (4.1 m)] or an amount that restricts edge deflection of
30 individual glazing lites to 3/4 inch (19.1 mm), whichever is less.
- 31 2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch (3.2
32 mm), whichever is smaller.
- 33 C. Structural: Test according to ASTM E 330 as follows:

- 1 1. When tested at positive and negative wind-load design pressures, assemblies do
2 not evidence deflection exceeding specified limits.
- 3 2. When tested at 150] percent of positive and negative wind-load design pressures,
4 assemblies, including anchorage, do not evidence material failures, structural
5 distress, or permanent deformation of main framing members exceeding 0.2
6 percent of span.
- 7 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

- 8 D. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
9 1. Fixed Framing and Glass Area:
10 a. Maximum air leakage of 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-
11 pressure differential of 6.24 lbf/sq. ft. (300 Pa).
12 2. Entrance Doors:
13 a. Single Doors: Maximum air leakage of 0.5 cfm/sq. ft. (2.54 L/s per sq. m) at a
14 static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).

- 15 E. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
16 1. No evidence of water penetration through fixed glazing and framing areas when
17 tested according to a minimum static-air-pressure differential of 20 percent of
18 positive wind-load design pressure, but not less than 10 lbf/sq. ft. (480 Pa).

- 19 F. Seismic Performance: Aluminum-framed entrances and storefronts shall withstand the
20 effects of earthquake motions determined according to ASCE/SEI 7.
21 1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on
22 building occupancy type when tested according to AAMA 501.6 at design
23 displacement and 1.5 times the design displacement.

- 24 G. Energy Performance: Certify and label energy performance according to NFRC as follows:
25 1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-
26 factor of not more than 0.45 Btu/sq. ft. x h x deg F (2.55 W/sq. m x K) as
27 determined according to NFRC 100.
28 2. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-
29 certified condensation resistance rating of no less than [45] as determined
30 according to NFRC 500.

- 31 H. Noise Reduction: Test according to ASTM E 90, with ratings determined by ASTM E 1332,
32 as follows.
33 1. Outdoor-Indoor Transmission Class: Minimum 34.

- 1 I. Windborne-Debris Impact Resistance: Pass missile-impact and cyclic-pressure tests when
2 tested according to ASTM E 1886 and testing information in ASTM E 1996 for Wind
3 Zone 2.
- 4 1. Large-Missile Test: For glazed openings located within 30 feet (9.1 m) of grade.
- 5 J. Thermal Movements: Allow for thermal movements resulting from ambient and surface
6 temperature changes:
- 7 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C),
8 material surfaces.
- 9 2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on
10 framing, anchors, and fasteners; or reduction of performance when tested
11 according to AAMA 501.5.
- 12 a. High Exterior Ambient-Air Temperature: That which produces an exterior
13 metal-surface temperature of 180 deg F (82 deg C).
- 14 b. Low Exterior Ambient-Air Temperature: 0 deg F (minus 18 deg C).
- 15 c. Interior Ambient-Air Temperature: 75 deg F (24 deg C).

16 **2.2 MANUFACTURERS**

- 17 A. Basis-of-Design Product: Subject to compliance with requirements, provide Kawneer, An
18 Alcoa Company – Tri Fab UT 451, exterior glazed, reinforcing per manufacturer’s
19 recommendations or comparable product by one of the following:
- 20
- 21 1. EFCO Corporation.
- 22 2. US Aluminum.
- 23 3. Wausaw Metals.
- 24 4. YKK AP America Inc.
- 25 5. Vistawall Architectural Products.

26 **2.3 FRAMING**

- 27 A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of
28 thickness required and reinforced as required to support imposed loads.
- 29 1. Construction: Thermally broken.
- 30 2. Glazing System: Retained mechanically with gaskets on four sides.
- 31 3. Glazing Plane: Front.
- 32 4. Finish Color anodic finish: Dark Bronze.
- 33 5. Fabrication Method: Field-fabricated stick system.
- 34 B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members,
35 if not integral, where framing abuts adjacent construction.

- 1 C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with
2 nonstaining, nonferrous shims for aligning system components.
- 3 D. Materials:
- 4 1. Aluminum: Alloy and temper recommended by manufacturer for type of use and
5 finish indicated.
- 6 a. Sheet and Plate: ASTM B 209 (ASTM B 209M).
7 b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
8 c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
9 d. Structural Profiles: ASTM B 308/B 308M.
- 10 2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer
11 complying with SSPC-PS Guide No. 12.00; applied immediately after surface
12 preparation and pretreatment. Select surface preparation methods according to
13 recommendations in SSPC-SP COM, and prepare surfaces according to applicable
14 SSPC standard.
- 15 a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
16 b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
17 c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

18 **2.4 ENTRANCE DOOR SYSTEMS**

- 19 A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing
20 operation.
- 21 1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-
22 inch- (3.2-mm-) thick, extruded-aluminum tubular rail and stile members.
23 Mechanically fasten corners with reinforcing brackets that are deeply penetrated
24 and fillet welded or that incorporate concealed tie rods.
- 25 2. Door Design: Wide Stile, 5-inch (127-mm) nominal width.
- 26
27 a. Accessible Doors: Smooth surfaced for width of door in area within 10
28 inches (255-mm) above floor or ground plane.
- 29
30 3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and
31 preformed gaskets.
- 32
33 a. Provide nonremovable glazing stops on outside of door.

34 **2.5 ENTRANCE DOOR HARDWARE**

- 35 A. Entrance Door Hardware: Hardware not specified in this Section is specified in
36 Section 087100 "Door Hardware."

1 **2.6 GLAZING**

- 2 A. Glazing: Comply with Section 088000 "Glazing."
3 B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black,
4 resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
5 C. Glazing Sealants: As recommended by manufacturer.

6 **2.7 ACCESSORIES**

- 7 A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining,
8 nonbleeding fasteners and accessories compatible with adjacent materials.
9 1. Use self-locking devices where fasteners are subject to loosening or turning out
10 from thermal and structural movements, wind loads, or vibration.
11 2. Reinforce members as required to receive fastener threads.
12 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match
13 framing system.
14 B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch (25.4 mm)
15 that accommodate fabrication and installation tolerances in material and finish
16 compatible with adjoining materials and recommended by manufacturer.
17 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or
18 steel inserts complying with ASTM A 123/A 123M or ASTM A 153/A 153M
19 requirements.
20 C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining,
21 nonbleeding flashing compatible with adjacent materials.
22 D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12
23 requirements except containing no asbestos, formulated for 30-mil (0.762-mm) thickness
24 per coat.

25 **2.8 FABRICATION**

- 26 A. Form or extrude aluminum shapes before finishing.
27 B. Weld in concealed locations to greatest extent possible to minimize distortion or
28 discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces
29 by descaling or grinding.
30 C. Fabricate components that, when assembled, have the following characteristics:
31 1. Profiles that are sharp, straight, and free of defects or deformations.

- 1 2. Accurately fitted joints with ends coped or mitered.
- 2 3. Physical and thermal isolation of glazing from framing members.
- 3 4. Accommodations for thermal and mechanical movements of glazing and framing to
- 4 maintain required glazing edge clearances.
- 5 5. Provisions for field replacement of glazing from exterior.
- 6 6. Fasteners, anchors, and connection devices that are concealed from view to
- 7 greatest extent possible.

- 8 D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting
- 9 stops.

- 10 E. Storefront Framing: Fabricate components for assembly using screw-spline system.

- 11 F. Entrance Door Frames: Reinforce as required to support loads imposed by door
- 12 operation and for installing entrance door hardware.

- 13 1. Insulate exterior frames with non-expanding insulating foam equal to Hilti CF812.

- 14 G. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

- 15 H. Entrance Door Hardware Installation: Factory install entrance door hardware to the
- 16 greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware
- 17 before applying finishes.

- 18 I. After fabrication, clearly mark components to identify their locations in Project according
- 19 to Shop Drawings.

20 **2.9 ALUMINUM FINISHES**

- 21 A. Color Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

- 22 1. Color: Custom color selected by Architect.

23 **PART 3 - EXECUTION**

24
25 **3.1 EXAMINATION**

- 26 A. Examine areas, with Installer present, for compliance with requirements for installation
- 27 tolerances and other conditions affecting performance of the Work.

- 28 B. Proceed with installation only after unsatisfactory conditions have been corrected.
- 29

1 **3.2 PREPARATION**

- 2 A. Prepare surfaces that are in contact with structural sealant according to sealant
3 manufacturer's written instructions to ensure compatibility and adhesion. Preparation
4 includes, but is not limited to, cleaning and priming surfaces.

5 **3.3 INSTALLATION**

6 A. General:

- 7 1. Comply with manufacturer's written instructions.
8 2. Do not install damaged components.
9 3. Fit joints to produce hairline joints free of burrs and distortion.
10 4. Rigidly secure nonmovement joints.
11 5. Install anchors with separators and isolators to prevent metal corrosion and
12 electrolytic deterioration and to prevent impeding movement of moving joints.
13 6. Seal perimeter and other joints watertight unless otherwise indicated.

14 B. Metal Protection:

- 15 1. Where aluminum is in contact with dissimilar metals, protect against galvanic
16 action by painting contact surfaces with materials recommended by manufacturer
17 for this purpose or by installing nonconductive spacers.
18 2. Where aluminum is in contact with concrete or masonry, protect against corrosion
19 by painting contact surfaces with bituminous paint.

- 20 C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200
21 "Joint Sealants" to produce weathertight installation.

- 22 D. Install components plumb and true in alignment with established lines and grades.

- 23 E. Install operable units level and plumb, securely anchored, and without distortion. Adjust
24 weather-stripping contact and hardware movement to produce proper operation.

- 25 F. Install glazing as specified in Section 088000 "Glazing."

- 26 G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

- 27 1. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door
28 hardware according to entrance door hardware manufacturers' written instructions
29 using concealed fasteners to greatest extent possible.

30
31

1 **3.4 ERECTION TOLERANCES**

2 A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with
3 the following maximum tolerances:

- 4 1. Plumb: 1/8 inch in 10 feet (3.2 mm in 3 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
5 2. Level: 1/8 inch in 20 feet (3.2 mm in 6 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
6 3. Alignment:

7 a. Where surfaces abut in line or are separated by reveal or protruding element
8 up to 1/2 inch (12.7 mm) wide, limit offset from true alignment to 1/16 inch
9 (1.6 mm).

10 b. Where surfaces are separated by reveal or protruding element from 1/2 to 1
11 inch (12.7 to 25.4 mm) wide, limit offset from true alignment to 1/8 inch (3.2
12 mm).

13 c. Where surfaces are separated by reveal or protruding element of 1 inch
14 (25.4 mm) wide or more, limit offset from true alignment to 1/4 inch (6 mm).

15 4. Location: Limit variation from plane to 1/8 inch in 12 feet (3.2 mm in 3.6 m); 1/2
16 inch (12.7 mm) over total length.

17 **3.5 MAINTENANCE SERVICE**

18 A. Entrance Door Hardware:

19 1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools
20 and maintenance instructions as needed for Owner's continued adjustment,
21 maintenance, and removal and replacement of entrance door hardware.

22 2. Initial Maintenance Service: Beginning at Substantial Completion, provide six
23 months' full maintenance by skilled employees of entrance door hardware Installer.
24 Include quarterly preventive maintenance, repair or replacement of worn or
25 defective components, lubrication, cleaning, and adjusting as required for proper
26 entrance door hardware operation at rated speed and capacity. Use parts and
27 supplies that are the same as those used in the manufacture and installation of
28 original equipment.

29 **END OF SECTION 084113**

1 **SECTION 088000 - GLAZING**

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 Division 01 Specification Sections, apply to this Section.
10

11 **1.2 SUMMARY**

- 12
13 A. This Section includes glazing for the following products and applications, including those
14 specified in other Sections where glazing requirements are specified by reference to this
15 Section:

- 16
17 1. Doors.
18 2. Windows
19 3. Glazed entrances.
20 4. Interior borrowed lites.
21 5. Storefront framing.
22 6. Sliding Display Case Door Assemblies.
23

24 **1.3 DEFINITIONS**

- 25
26 A. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or
27 both, as defined in referenced glazing publications.
28
29 B. Glass Thicknesses: Indicated by thickness designations in millimeters according to
30 ASTM C 1036.
31
32 C. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or
33 a specified gas.
34
35 D. Deterioration of Coated Glass: Defects developed from normal use that are attributed to
36 the manufacturing process and not to causes other than glass breakage and practices for
37 maintaining and cleaning coated glass contrary to manufacturer's written instructions.
38 Defects include peeling, cracking, and other indications of deterioration in metallic
39 coating.
40
41 E. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is
42 attributed to the manufacturing process and not to causes other than glass breakage and
43 practices for maintaining and cleaning insulating glass contrary to manufacturer's written
44 instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on
45 interior surfaces of glass.
46
47

1 **1.4 PERFORMANCE REQUIREMENTS**

2
3 A. General: Provide glazing systems capable of withstanding normal thermal movement and
4 wind and impact loads (where applicable) without failure, including loss or glass breakage
5 attributable to the following: defective manufacture, fabrication, and installation; failure
6 of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials;
7 or other defects in construction.

8
9 B. Glass Design: Glass thickness designations indicated are minimums and are for detailing
10 only. Confirm glass thicknesses by analyzing Project loads and in-service conditions.
11 Provide glass lites in the thickness designations indicated for various size openings, but
12 not less than thicknesses and in strengths (annealed or heat treated) required to meet or
13 exceed the following criteria:

14
15 1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300,
16 according to the following requirements:

17
18 a. Specified Design Wind Loads: 20psf, but not less than wind loads applicable
19 to Project as required by ASCE 7 "Minimum Design Loads for Buildings and
20 Other Structures" : Section 6.0 "Wind Loads."

21 b. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set
22 vertically or not more than 15 degrees off vertical and under wind action.

23
24 1) Load Duration: 3 seconds.

25
26 c. Maximum Lateral Deflection: For the following types of glass supported on
27 all 4 edges, provide thickness required that limits center deflection at design
28 wind pressure to 1/50 times the short side length or 1 inch (25 mm),
29 whichever is less.

30
31 1) For monolithic-glass lites heat treated to resist wind loads.

32 2) For insulating glass.

33
34 d. Minimum Glass Thickness for Exterior Lites: Not less than 1/4 inches.

35 e. Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness
36 for each tint color indicated throughout Project.

37
38 C. Thermal Movements: Provide glazing that allows for thermal movements resulting from
39 the following maximum change (range) in ambient and surface temperatures acting on
40 glass framing members and glazing components. Base engineering calculation on surface
41 temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

42
43 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100
44 deg C), material surfaces.

45

- 1 D. Thermal and Optical Performance Properties: Provide glass with performance properties
2 specified based on manufacturer's published test data, as determined according to
3 procedures indicated below:
4
5 1. For insulating-glass units, properties are based on units of thickness indicated for
6 overall unit and for each lite.
7 2. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer
8 program for the following methodologies:
9
10 a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. x h x deg F (W/sq. m x K).
11 b. Solar Heat Gain Coefficient: NFRC 200.
12 c. Solar Optical Properties: NFRC 300.

13
14 **1.5 SUBMITTALS**

- 15
16 A. Product Data: For each glass product and glazing material indicated.
17
18 B. Samples: For the following products, in the form of 12-inch- (300-mm-) square Samples
19 for glass and of 12-inch- (300-mm-) long Samples for sealants. Install sealant Samples
20 between two strips of material representative in color of the adjoining framing system.
21
22 1. Each pattern and color of ceramic-coated vision glass.
23 2. Each type of single pane glass.
24 3. Insulating glass for each designation indicated.
25 4. For each color (except black) of exposed glazing sealant indicated.
26
27 C. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in
28 preparing a schedule listing glass types and thicknesses for each size opening and
29 location.
30
31 D. Product Certificates: Signed by manufacturers of glass and glazing products certifying
32 that products furnished comply with requirements.
33
34 1. For solar-control low-e-coated glass, provide documentation demonstrating that
35 manufacturer of coated glass is certified by coating manufacturer.
36
37 E. Qualification Data: For installers.
38
39 F. Preconstruction Adhesion and Compatibility Test Report: From glazing sealant
40 manufacturer indicating glazing sealants were tested for adhesion to glass and glazing
41 channel substrates and for compatibility with glass and other glazing materials.
42
43 G. Warranties: Special warranties specified in this Section.
44
45
46

1 **1.6 QUALITY ASSURANCE**

- 2
- 3 A. Installer Qualifications: An experienced installer who has completed glazing similar in
4 material, design, and extent to that indicated for this Project; whose work has resulted in
5 glass installations with a record of successful in-service performance; and who employs
6 glass installers for this Project who are certified under the National Glass Association's
7 Certified Glass Installer Program.
- 8
- 9 B. Source Limitations for Glass Sputter-Coated with Solar-Control Low-E Coatings: Where
10 solar-control low-e coatings of a primary glass manufacturer that has established a
11 certified fabricator program is specified, obtain sputter-coated solar-control low-e-coated
12 glass in fabricated units from a manufacturer that is certified by coated-glass
13 manufacturer.
- 14
- 15 C. Source Limitations for Glazing Accessories: Obtain glazing accessories through one source
16 from a single manufacturer for each product and installation method indicated.
- 17
- 18 D. Preconstruction Adhesion and Compatibility Testing: Submit to elastomeric glazing
19 sealant manufacturers, for testing indicated below, samples of each glazing material type,
20 tape sealant, gasket, glazing accessory, and glass-framing member that will contact or
21 affect elastomeric glazing sealants:
- 22
- 23 1. Use ASTM C 1087 to determine whether priming and other specific joint
24 preparation techniques are required to obtain rapid, optimum adhesion of glazing
25 sealants to glass, tape sealants, gaskets, and glazing channel substrates.
- 26 2. Submit not fewer than eight pieces of each type of material, including joint
27 substrates, shims, joint-sealant backings, secondary seals, and miscellaneous
28 materials.
- 29 3. Schedule sufficient time for testing and analyzing results to prevent delaying the
30 Work.
- 31 4. For materials failing tests, obtain sealant manufacturer's written instructions for
32 corrective measures, including the use of specially formulated primers.
- 33 5. Testing will not be required if elastomeric glazing sealant manufacturers submit
34 data based on previous testing of current sealant products for adhesion to, and
35 compatibility with, glazing materials matching those submitted.
- 36
- 37 E. Safety Glazing Products: Comply with testing requirements in 16 CFR 1201 and, for wired
38 glass, ANSI Z97.1.
- 39
- 40 1. Subject to compliance with requirements, obtain safety glazing products
41 permanently marked with certification label of the Safety Glazing Certification
42 Council or another certification agency or manufacturer acceptable to authorities
43 having jurisdiction.
- 44 2. Where glazing units, including Kind FT glass and laminated glass, are specified in
45 Part 2 articles for glazing lites more than 9 sq. ft. (0.84 sq. m) in exposed surface
46 area of one side, provide glazing products that comply with Category II materials,

1 for lites 9 sq. ft. (0.84 sq. m) or less in exposed surface area of one side, provide
2 glazing products that comply with Category I or II materials, except for hazardous
3 locations where Category II materials are required by 16 CFR 1201 and regulations
4 of authorities having jurisdiction.
5

6 F. Glazing Publications: Comply with published recommendations of glass product
7 manufacturers and organizations below, unless more stringent requirements are
8 indicated. Refer to these publications for glazing terms not otherwise defined in this
9 Section or in referenced standards.
10

- 11 1. GANA Publications: GANA's "Glazing Manual."
- 12 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for
13 Sealed Insulating Glass Units."
14

15 **1.7 DELIVERY, STORAGE, AND HANDLING**

- 16
- 17 A. Protect glazing materials according to manufacturer's written instructions and as needed
18 to prevent damage to glass and glazing materials from condensation, temperature
19 changes, direct exposure to sun, or other causes.
20
- 21 B. For insulating-glass units that will be exposed to substantial altitude changes, comply with
22 insulating-glass manufacturer's written recommendations for venting and sealing to avoid
23 hermetic seal ruptures.
24

25 **1.8 PROJECT CONDITIONS**

- 26
- 27 A. Environmental Limitations: Do not proceed with glazing when ambient and substrate
28 temperature conditions are outside limits permitted by glazing material manufacturers
29 and when glazing channel substrates are wet from rain, frost, condensation, or other
30 causes.
31
- 32 1. Do not install liquid glazing sealants when ambient and substrate temperature
33 conditions are outside limits permitted by glazing sealant manufacturer or below
34 40 deg F (4.4 deg C).
35

36 **1.9 WARRANTY**

- 37
- 38 A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard
39 form, made out to Owner and signed by coated-glass manufacturer agreeing to replace
40 coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest
41 shipping point to Project site, within specified warranty period indicated below.
42
- 43 1. Warranty Period: 10 years from date of Substantial Completion.
44
- 45 B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form,
46 made out to Owner and signed by insulating-glass manufacturer agreeing to replace

1 insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest
2 shipping point to Project site, within specified warranty period indicated below.

- 3
4 1. Warranty Period: 10 years from date of Substantial Completion.

5
6
7 **PART 2 - PRODUCTS**

8
9 **2.1 MANUFACTURERS**

- 10 A. Manufacturers: Subject to compliance with requirements, available manufacturers
11 offering products that may be incorporated into the Work include:

- 12 1. AFT Industries
13 2. Guardian Industries Corporation
14 3. Pilkington Libbey-Owens-Ford
15 4. PPG Industries, Inc. (PPG)
16 5. Vitro Architectural Glass – *Basis of Design*
17 6. Old Castle

18
19 **2.2 GLASS PRODUCTS**

- 20
21 A. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; of
22 class, kind, and condition indicated.

- 23
24 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion
25 parallel to bottom edge of glass as installed, unless otherwise indicated.
26 2. For uncoated glass, comply with requirements for Condition A.
27 3. Provide Kind FT (fully tempered) where required by code, provide Kind HS (heat-
28 strengthened) where allowed by authorities having jurisdiction.

- 29 B. Float Glass: ASTM C 1036, Type I (transparent glass, flat), Quality-Q3 (glazing select); class
30 as indicated in schedules at the end of Part 3.

- 31
32 C. Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass
33 separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA
34 units and with requirements specified in this Article and in Part 2 "Insulating-Glass Units"
35 Article.

- 36
37 1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where
38 needed to resist thermal stresses induced by differential shading of individual glass
39 lites and to comply with glass design requirements specified in Part 1 "Performance
40 Requirements" Article.
41 2. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated for
42 insulating-glass units are nominal and the overall thicknesses of units are measured
43 perpendicularly from outer surfaces of glass lites at unit's edge.
44 3. Sealing System: Dual seal, with primary and secondary sealants as follows:
45

- 1 a. Manufacturer's standard sealants.
- 2
- 3 4. Spacer Specifications: Manufacturer's standard spacer material and construction.
- 4 5. Provide Kind FT (fully-tempered) glass in place of annealed glass where required by
- 5 authorities having jurisdiction or where recommended by manufacturer to resist
- 6 stresses induced by differential shading.
- 7

8 **2.3 GLAZING GASKETS**

- 9
- 10 A. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into
- 11 frames with molded corner units and zipper lock strips, complying with ASTM C 542,
- 12 black.
- 13
- 14 B. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below,
- 15 complying with standards referenced with name of elastomer indicated below, and of
- 16 profile and hardness required to maintain watertight seal:
- 17
- 18 1. Neoprene, ASTM C 864.
- 19 2. EPDM, ASTM C 864.
- 20 3. Silicone, ASTM C 1115.
- 21 4. Thermoplastic polyolefin rubber, ASTM C 1115.
- 22 5. Any material indicated above.
- 23
- 24 C. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of
- 25 material indicated below; complying with ASTM C 509, Type II, black; and of profile and
- 26 hardness required to maintain watertight seal:
- 27
- 28 1. Neoprene.
- 29 2. EPDM.
- 30 3. Silicone.
- 31 4. Thermoplastic polyolefin rubber.
- 32 5. Any material indicated above.
- 33

34 **2.4 GLAZING SEALANTS**

- 35
- 36 A. General: Provide products of type indicated, complying with the following requirements:
- 37
- 38 1. Compatibility: Select glazing sealants that are compatible with one another and
- 39 with other materials they will contact, including glass products, seals of insulating-
- 40 glass units, and glazing channel substrates, under conditions of service and
- 41 application, as demonstrated by sealant manufacturer based on testing and field
- 42 experience.
- 43 2. Suitability: Comply with sealant and glass manufacturers' written instructions for
- 44 selecting glazing sealants suitable for applications indicated and for conditions
- 45 existing at time of installation.

- 1 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's
2 full range.
3
4 B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated
5 for each liquid-applied chemically curing sealant specified, including those referencing
6 ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint
7 substrates.
8
9 1. Neutral-Curing Silicone Glazing Sealants:
10
11 a. Type and Grade: S (single component) and NS (nonsag).
12 b. Class: 50.
13 c. Use Related to Exposure: NT (nontraffic).
14 d. Uses Related to Glazing Substrates: M, G, A, and, as applicable to glazing
15 substrates indicated, O.
16
17 1) Use O Glazing Substrates: Coated glass, aluminum coated with a high-
18 performance coating, galvanized steel and wood.
19

20 **2.5 GLAZING TAPES**

- 21
22 A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based elastomeric tape with a
23 solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous
24 surfaces; with or without spacer rod as recommended in writing by tape and glass
25 manufacturers for application indicated; packaged on rolls with a release paper backing;
26 and complying with ASTM C 1281 and AAMA 800 for products indicated below:
27
28 1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous
29 pressure.
30 2. AAMA 807.3 tape, for glazing applications in which tape is not subject to
31 continuous pressure.
32
33 B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with
34 adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and
35 complying with AAMA 800 for the following types:
36
37 1. Type 1, for glazing applications in which tape acts as the primary sealant.
38 2. Type 2, for glazing applications in which tape is used in combination with a full
39 bead of liquid sealant.
40

41 **2.6 MISCELLANEOUS GLAZING MATERIALS**

- 42
43 A. General: Provide products of material, size, and shape complying with referenced glazing
44 standard, requirements of manufacturers of glass and other glazing materials for
45 application indicated, and with a proven record of compatibility with surfaces contacted
46 in installation.

- 1 B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- 2
- 3 C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus
- 4 or minus 5.
- 5
- 6 D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer
- 7 hardness required by glass manufacturer to maintain glass lites in place for installation
- 8 indicated.
- 9
- 10 E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement
- 11 (side walking).
- 12

13 **2.7 FABRICATION OF GLAZING UNITS**

14

- 15 A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge
- 16 and face clearances, edge and surface conditions, and bite complying with written
- 17 instructions of product manufacturer and referenced glazing publications, to comply with
- 18 system performance requirements.
- 19

20 **2.8 MONOLITHIC FLOAT-GLASS UNITS**

21

- 22 A. Uncoated Clear Float-Glass Units: Class 1 (clear) Kind FT (fully tempered) float glass.
- 23
- 24 1. Thickness: 1/4 inches.
- 25 2. Location: Interior vestibule doors, interior borrowed lits, interior doors.
- 26

27 **2.9 INSULATING-GLASS UNITS**

28

- 29 A. Passive Solar Low-E Insulating-Glass Units:
- 30
- 31 1. Basis-of-Design Product: PPG Industries, Solorban 60 (2) Solarbronze, or a
- 32 comparable product.
- 33 2. Overall Unit Thickness and Thickness of Each Lite: 1 inch and 1/4 inch.
- 34 3. Interspace Content: Air.
- 35 4. Outdoor Lite: Class 2 (tinted) float glass.
- 36
- 37 a. Tint Color: To match exisiting at South building addition.
- 38 b. Kind FT (fully tempered).
- 39
- 40 5. Indoor Lite: Class 1 (clear) float glass.
- 41
- 42 a. Kind FT (fully tempered).
- 43
- 44 6. Low-E Coating: Sputtered on third surface.
- 45 7. Visible Light Transmittance: 42 percent minimum.
- 46 8. Winter Nighttime U-Factor: 0.29 maximum.

- 1 9. Winter Argon: 0.24 maximum.
- 2 10. Solar Heat Gain Coefficient: 0.28 maximum.
- 3 11. Light to Solar Gain: 1.50.
- 4
- 5

6 **PART 3 - EXECUTION**

7

8 **3.1 EXAMINATION**

- 9
- 10 A. Examine framing glazing, with Installer present, for compliance with the following:
- 11
- 12 1. Manufacturing and installation tolerances, including those for size, squareness, and
- 13 offsets at corners.
- 14 2. Presence and functioning of weep system.
- 15 3. Minimum required face or edge clearances.
- 16 4. Effective sealing between joints of glass-framing members.
- 17
- 18 B. Proceed with installation only after unsatisfactory conditions have been corrected.
- 19

20 **3.2 PREPARATION**

- 21
- 22 A. Clean glazing channels and other framing members receiving glass immediately before
- 23 glazing. Remove coatings not firmly bonded to substrates.
- 24

25 **3.3 GLAZING, GENERAL**

- 26
- 27 A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets,
- 28 and other glazing materials, unless more stringent requirements are indicated, including
- 29 those in referenced glazing publications.
- 30
- 31 B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass,
- 32 minimum edge and face clearances, and adequate sealant thicknesses, with reasonable
- 33 tolerances. Adjust as required by Project conditions during installation.
- 34
- 35 C. Protect glass edges from damage during handling and installation. Remove damaged
- 36 glass from Project site and legally dispose of off Project site. Damaged glass is glass with
- 37 edge damage or other imperfections that, when installed, could weaken glass and impair
- 38 performance and appearance.
- 39
- 40 D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by
- 41 preconstruction sealant-substrate testing.
- 42
- 43 E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing
- 44 publications, unless otherwise required by glass manufacturer. Set blocks in thin course
- 45 of compatible sealant suitable for heel bead.
- 46

- 1 F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
2
3 G. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm)
4 as follows:
5
6 1. Locate spacers directly opposite each other on both inside and outside faces of
7 glass. Install correct size and spacing to preserve required face clearances, unless
8 gaskets and glazing tapes are used that have demonstrated ability to maintain
9 required face clearances and to comply with system performance requirements.
10 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal
11 to sealant width. With glazing tape, use thickness slightly less than final
12 compressed thickness of tape.
13
14 H. Provide edge blocking where indicated or needed to prevent glass lites from moving
15 sideways in glazing channel, as recommended in writing by glass manufacturer and
16 according to requirements in referenced glazing publications.
17
18 I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
19
20 J. Square cut wedge-shaped gaskets at corners and install gaskets in a manner
21 recommended by gasket manufacturer to prevent corners from pulling away; seal corner
22 joints and butt joints with sealant recommended by gasket manufacturer.
23

24 **3.4 TAPE GLAZING**

- 25
26 A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are
27 flush with or protrude slightly above sightline of stops.
28
29 B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch
30 tapes to make them fit opening.
31
32 C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs.
33 Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
34
35 D. Place joints in tapes at corners of opening with adjoining lengths butted together, not
36 lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
37
38 E. Do not remove release paper from tape until just before each glazing unit is installed.
39
40 F. Apply heel bead of elastomeric sealant.
41
42 G. Center glass lites in openings on setting blocks and press firmly against tape by inserting
43 dense compression gaskets formed and installed to lock in place against faces of
44 removable stops. Start gasket applications at corners and work toward centers of
45 openings.
46

- 1 H. Apply cap bead of elastomeric sealant over exposed edge of tape.
2

3 **3.5 GASKET GLAZING (DRY)**
4

- 5 A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit
6 openings exactly, with allowance for stretch during installation.
7

- 8 B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in
9 place with joints miter cut and bonded together at corners.
10

- 11 C. Center glass lites in openings on setting blocks and press firmly against soft compression
12 gasket by inserting dense compression gaskets formed and installed to lock in place
13 against faces of removable stops. Start gasket applications at corners and work toward
14 centers of openings. Compress gaskets to produce a weathertight seal without
15 developing bending stresses in glass. Seal gasket joints with sealant recommended by
16 gasket manufacturer.
17

- 18 D. Install gaskets so they protrude past face of glazing stops.
19

20 **3.6 SEALANT GLAZING (WET)**
21

- 22 A. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or
23 bond of sealant to glass and channel surfaces.
24

- 25 B. Tool exposed surfaces of sealants to provide a substantial wash away from glass.
26

27 **3.7 LOCK-STRIP GASKET GLAZING**
28

- 29 A. Comply with ASTM C 716 and gasket manufacturer's written instructions. Provide
30 supplementary wet seal weep system, unless otherwise indicated.
31

32 **3.8 CLEANING AND PROTECTION**
33

- 34 A. Protect exterior glass from damage immediately after installation by attaching crossed
35 streamers to framing held away from glass. Do not apply markers to glass surface.
36 Remove nonpermanent labels, and clean surfaces.
37

- 38 B. Protect glass from contact with contaminating substances resulting from construction
39 operations, including weld splatter. If, despite such protection, contaminating substances
40 do come into contact with glass, remove substances immediately as recommended by
41 glass manufacturer.
42

- 43 C. Examine glass surfaces adjacent to or below exterior concrete and other masonry
44 surfaces at frequent intervals during construction, but not less than once a month, for
45 buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by
46 glass manufacturer.

- 1 D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged
- 2 from natural causes, accidents, and vandalism, during construction period.
- 3
- 4 E. Wash glass on both exposed surfaces in each area of Project not more than four days
- 5 before date scheduled for inspections that establish date of Substantial Completion.
- 6 Wash glass as recommended in writing by glass manufacturer.

7 **END OF SECTION 088000**

8

1

This page intentionally left blank

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
18 ● All exposed gypsum board walls as indicated on the drawings.
19 ● At areas with ceilings abutting walls paint to 4" above ceiling.
20 ● All bulkheads.

- 21
22 b. Concrete Masonry Units: Paint the following cmu:

- 23
24 ● All exposed CMU walls as indicated on the drawings.

- 25
26 c. Galvanized metal and ferrous metal: Paint the following metal:

- 27
28 ● All exposed surfaces as indicated on the drawings.

- 29 B. Paint exposed surfaces, except where these Specifications indicate that the surface or material
30 is not to be painted or is to remain natural. If an item or a surface is not specifically
31 mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a
32 color of finish is not indicated, Architect will select from standard colors and finishes available.

- 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.

- 36 D. Related Sections include the following:

- 1 1. Division 1 Section "Substitutions and Product Options."
- 2 2. Division 8 Section "Hollow Metal Doors and Frames" for factory priming steel doors and
- 3 frames.
- 4 3. Division 8 Section "Wood Doors" for factory finished wood doors.
- 5 4. Division 9 Section "Gypsum Board" for surface preparation of gypsum board.

6 **1.3 DEFINITIONS**

7 A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

- 8 1. Flat refers to a lusterless or matte finish with a gloss range below 10 when measured at
- 9 an 60-degree meter
- 10 2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured
- 11 at a 60-degree meter.
- 12 3. Satin – refer to low sheen finish with a gloss range between 15 and 35 when measured
- 13 at a 60 degree meter.
- 14 4. Semigloss refers to medium-sheen finish with a gloss range between 35 and 65 when
- 15 measured at a 60-degree meter.
- 16 5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at
- 17 a 60-degree meter.

18 **1.4 SUBMITTALS**

19 A. Product Data: For each paint system indicated. Include block fillers and primers.

- 20 1. Material List: An inclusive list of required coating materials. Indicate each material and
- 21 cross-reference specific coating, finish system, and application. Identify each material
- 22 by manufacturer's catalog number and general classification.
- 23 2. Manufacturer's Information: Manufacturer's technical information, including label
- 24 analysis and instructions for handling, storing, and applying each coating material.

25 B. Samples for Verification: For each color and material to be applied, with texture to simulate

26 actual conditions, on representative Samples of the actual substrate.

- 27 1. Provide (3) 4-by-6-inch paper samples for each color and finish.
- 28 2. Stained or Natural Wood: Provide (3) 4-by-8-inch samples of stained wood finish on
- 29 representative species of wood to be used.

30 C. Qualification Data: For Applicator.

31

32 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
32 Substitutions and Product Options. Substitutions of any manufacturer or product shall include
33 written approval by the Architect.
34

1 B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following
2 manufacturers' names are used in other Part 2 articles:

- 3
- 4 1. PPG Industries, Inc. (Pittsburgh Paints). (*Basis of Specification*)
- 5 2. Sherwin Williams.

6 **2.2 PAINT MATERIALS, GENERAL**

7 A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are
8 compatible with one another and with the substrates indicated under conditions of service
9 and application, as demonstrated by manufacturer based on testing and field experience.

10

11 B. Material Quality: Provide manufacturer's best-quality paint material of the various coating
12 types specified that are factory formulated and recommended by manufacturer for application
13 indicated. Paint-material containers not displaying manufacturer's product identification will
14 not be acceptable.

15

16 C. All mil thickness indicated are for dry film thickness per coat of paint.

17 D. Colors: As required in Division 1 as indicated on the finish schedule if not scheduled. As
18 selected by Architect.

19

20 E. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for
21 interior paints and coatings applied at Project site, the following VOC limits, exclusive of
22 colorants added to a tint base, when calculated according to 40 CFR 59, subpart D (EPA
23 Method 24).

- 24
- 25 1. Flat Paints and Coatings: 50 g/L.
- 26 2. Nonflat Paints and Coatings: 150 g/L.
- 27 3. Dry-Fog Coatings: 400 g/L.
- 28 4. Primers, Sealers, and Undercoaters: 200 g/L.
- 29 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals 250 g/L.
- 30 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
- 31 7. Pretreatment Wash Primers: 420 g/L.
- 32 8. Floor Coatings: 100 g/L.
- 33 9. Shellacs, Clear: 730 g/L.
- 34 10. Shellacs, Pigmented: 550 g/LK.

35 **2.3 EXTERIOR PAINTING**

36 A. Ferrous Metal/Pre-Primed Doors: Acrylic Waterbourne gloss enamel finish. Primer may not be
37 required on shop-primed items; coordinate with the manufacturer and verify compatibility
38 with shop primed items and finish coats.

- 39
- 40 1. Prime Coat: PPG #7-852 MetalCase Alkyd Metal Primer.

- 1 2. Intermediate Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
2 Enamel.
- 3 3. Finish Coat: PPG s #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.

- 4 B. Non-Ferrous Metal: Acrylic Waterbourne gloss enamel finish.
- 5
- 6 1. Prime Coat: PPG #90-912 Pitt-Tech Plus DTM Acrylic Primer.
- 7 2. Intermediate Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
8 Enamel.
- 9 3. Finish Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.

- 10 C. Concrete Masonry Units: Acrylic Satin Finish.
- 11
- 12 1. Prime Coat: PPG PERMA-CRETE LTC Concrete Block and Masonry Surfacers 4-100.
- 13 2. Intermediate Coat: PPG #739-10 Acry-Shield Max Satin.
- 14 3. Finish Coat: PPG #739-10 Acry-Shield Max Satin.

- 15 D. Exterior Wood: Acrylic Satin Finish.
- 16
- 17 1. Prime Coat: PPG #17-921XI Seal Grip Primer.
- 18 2. Intermediate Coat: PPG #739-10 Acry-Shield Max Satin.
- 19 3. Finish Coat: PPG #739-10 Acry-Shield Max Satin.

20 2.4 INTERIOR PAINTING

- 21 A. Gypsum Board: Acrylic Waterbourne Gloss Enamel Finish.
- 22
- 23 1. Prime Coat: PPG #17-951 Seal Grip Acrylic All-Purpose Primer.
- 24 2. Intermediate Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
25 Enamel.
- 26 3. Finish Coat: PPG Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
27 Enamel.

- 28 B. Concrete Masonry Units: Acrylic Waterbourne Gloss Enamel Finish.
- 29
- 30 1. Block Filler: PPG #6-7 Speedhide Int./Ext. Latex Blockfiller.
- 31 2. Intermediate Coat: PPG Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
32 Enamel.
- 33 3. Finish Coat: PPG Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
34 Enamel.

- 35 C. Interior Ferrous Metal/Pre-Primed Steel: Acrylic Waterborne Gloss Enamel Finish.

- 36 Surfaces: hollow metal doors, frames, and railings, exposed steel joists, steel deck, steel
37 trusses, miscellaneous steel, etc. where scheduled, noted to be painted or exposed to view.
- 38
- 39 1. Prime Coat: PPG #7-852 MetalCase Alkyd Metal Primer.
- 40
- 41 a. Primer may not be required on shop primed items if compatibility is confirmed in
42 writing with the manufacturer of the type of shop primer being applied.

- 1 Contractor shall verify this during the bidding period, and if primer is not
2 compatible, then primer shall be field applied or shop applied with type as
3 recommended by the finish coat manufacturer. Type of primer and surface
4 preparation shall be as recommended by the painting materials manufacturer
5
- 6 2. Intermediate Coat: PPG/Porter Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne
7 Gloss Enamel.
8 3. Finish Coat: PPG #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss Enamel.
- 9 D. Non-Ferrous Metal: Acrylic Waterborne Gloss Enamel Finish.
10
11 1. Prime Coat: PPG/Porter Paints #90-912 Pitt-Tech Plus DTM Acrylic Primer.
12 2. Intermediate Coat: PPG/Porter Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne
13 Gloss Enamel.
14 3. Finish Coat: PPG/Porter Paints #90-1310 Series Pitt-Tech Plus Acrylic Waterborne Gloss
15 Enamel.
- 16 E. Interior Wood:
17 1. Stained Handrails:
18
19 a. Prime Coat: PPG Oil Based Wood Stain.
20 b. Intermediate Coat 1: PPG Clear Polyurethane Gloss thinned 20% with mineral
21 spirits.
22
23 1) Apply second coat after a minimum 24 hour drying period of prime coat.
24
25 c. Intermediate Coat 2: PPG Clear Polyurethane Satin.
26
27 1) Sand lightly between second and third coats.
28
29 d. Finish Coat: PPG Clear Polyurethane Satin.
30 1) Apply finish coat after minimum 8-12 hour drying period of third coat.
31 2. Painted Wood Caps and Trims:
32
33 a. Prime Coat: PPG #17-951 Seal Grip Acrylic All-Purpose Primer.
34 b. Intermediate Coat: PPG Paints #90-1310 Series Pitt-Tech Acrylic Waterborne
35 Gloss Enamel.
36
37 1) Apply second coat after minimum 2 hour drying period. Lightly sand entire
38 surface between prime and second coats.
39
40 c. Finish Coat: PPG Porter Paints #90-1310 Series Pitt-Tech Acrylic Waterborne Gloss
41 Enamel.
42
43 1) Apply finish coat after minimum 4 hour drying period.

1 **PART 3 - EXECUTION**

2 **3.1 EXAMINATION**

3 A. Examine substrates, areas, and conditions, with Applicator present, for compliance with
4 requirements for paint application. Comply with procedures specified in PDCA P4.

5 1. Maximum moisture content of substrates when measured with an electronic moisture
6 meter as follows:

- 7
8 a. Concrete: 12 percent.
9 b. Masonry (Clay and CMU): 12 percent.
10 c. Gypsum board: 12 percent.
11

12 2. Verify compatibility with and suitability of substrates, including compatibility with
13 existing finishes.

14 3. Begin finish application only after unsatisfactory conditions have been corrected and
15 surfaces are dry.

16 4. Begin application of finish system constitutes Contractor's acceptance of substrate and
17 conditions.

18 B. Coordination of Work: Review other Sections in which primers are provided to ensure
19 compatibility of the total system for various substrates. On request, furnish information on
20 characteristics of finish materials to ensure use of compatible primers.

21 1. Notify Architect about anticipated problems when using the materials specified over
22 substrates primed by others.

23 **3.2 PREPARATION**

24 A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural
25 Painting Specification manual applicable to substrates indicated.
26

27 B. Remove plates, machined surfaces, and similar items already in place that are not to be
28 finished. If removal is impractical or impossible because of size or weight of item, provide
29 surface-applied protection before surface preparation and finishing.

30 1. After completing painting operations, reinstall items removed using workers skilled in
31 the trades involved. Remove surface-applied protection if any.

32 C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's
33 written instructions for each particular substrate condition and as specified.

34 1. Provide barrier coats over incompatible primers or remove and reprime.

35 2. Cementitious Materials: Prepare concrete, concrete unit masonry, cement plaster, and
36 mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence,

1 chalk, dust, dirt, grease, oils and release agents. Roughen as required to remove glaze.
2 If hardeners or sealers have been used to improve curing, use mechanical methods or
3 surface preparation.

- 4 a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
- 5 b. Determine alkalinity and moisture content of surfaces by performing appropriate
6 tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and
7 burn, correct this condition before application. Do not paint surfaces if moisture
8 content exceeds that permitted in manufacturer's written instructions.
- 9 c. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or
10 other etching cleaner. Flush the floor with clean water to remove acid, neutralize
11 with ammonia, rinse, allow to dry, and vacuum before painting.

12 D. Material Preparation: Mix and prepare paint materials according to manufacturer's written
13 instructions.

- 14 1. Maintain containers used in mixing and applying paint in a clean condition, free of
15 foreign materials and residue.
- 16 2. Stir material before application to produce a mixture of uniform density. Stir as
17 required during application. Do not stir surface film into material. If necessary, remove
18 surface film and strain material before using.
- 19 3. Use only thinners approved by paint manufacturer and only within recommended limits.

20 E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when
21 multiple coats of same material are applied. Tint undercoats to match the color of the finish
22 coat, but provide sufficient differences in shade of undercoats to distinguish each separate
23 coat.

24 3.3 APPLICATION

25 A. General: Apply paint according to manufacturer's written instructions. Use applicators and
26 techniques best suited for substrate and type of material being applied.

- 27 1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
- 28 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions
29 detrimental to formation of a durable paint film.
- 30 3. Provide finish coats that are compatible with primers used.
- 31 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures,
32 grilles, convactor covers, covers for finned-tube radiation, and similar components are
33 in place. Extend coatings in these areas, as required, to maintain system integrity and
34 provide desired protection.
- 35 5. Paint surfaces behind movable equipment and furniture the same as similar exposed
36 surfaces. Before final installation of equipment, paint surfaces behind permanently
37 fixed equipment or furniture with prime coat only.
- 38 6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through
39 registers or grilles.

- 1 7. Paint back sides of access panels and removable or hinged covers to match exposed
2 surfaces.
- 3 8. Finish interior of wall and base cabinets and similar field-finished casework to match
4 exterior.
- 5 9. Sand lightly between each succeeding enamel or varnish coat.

- 6 B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or
7 otherwise prepared for painting as soon as practicable after preparation and before
8 subsequent surface deterioration.
 - 9 1. The number of coats and film thickness required are the same regardless of application
10 method. Do not apply succeeding coats until previous coat has cured as recommended
11 by manufacturer. If sanding is required to produce a smooth, even surface according to
12 manufacturer's written instructions, sand between applications.
 - 13 2. If undercoats, stains, or other conditions show through final coat of paint, apply
14 additional coats until paint film is of uniform finish, color, and appearance. Give special
15 attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive
16 a dry film thickness equivalent to that of flat surfaces.
 - 17 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat
18 surfaces until paint has dried to where it feels firm, and does not deform or feel sticky
19 under moderate thumb pressure, and until application of another coat of paint does not
20 cause undercoat to lift or lose adhesion.

- 21 C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators
22 according to manufacturer's written instructions.
 - 23 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate
24 size for surface or item being painted.
 - 25 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by
26 manufacturer for material and texture required.
 - 27 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by
28 manufacturer for material and texture required.

- 29 D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's
30 recommended spreading rate to achieve dry film thickness indicated. Provide total dry film
31 thickness of the entire system as recommended by manufacturer.

- 32 E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items
33 exposed in equipment rooms and occupied spaces.

- 34 F. Mechanical items to be painted include, but are not limited to, the following:
 - 35 1. Uninsulated metal piping.
 - 36 2. Uninsulated plastic piping.
 - 37 3. Pipe hangers and supports.
 - 38 4. Tanks that do not have factory-applied final finishes.
 - 39

- 1 5. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and
- 2 outlets.
- 3 6. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable
- 4 jacket material.
- 5 7. Mechanical equipment that is indicated to have a factory-primed finish for field
- 6 painting.

- 7 G. Electrical items to be painted include, but are not limited to, the following:

- 8 1. Panelboards in corridors
- 9 2. Electrical equipment that is indicated to have a factory-primed finish for field painting.

- 10 H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete
- 11 coverage with pores filled.
- 12
- 13 I. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by
- 14 manufacturer, to material that is required to be painted or finished and that has not been
- 15 prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots
- 16 or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other
- 17 defects due to insufficient sealing.
- 18
- 19 J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth,
- 20 opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting,
- 21 holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be
- 22 acceptable.

- 23 K. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of
- 24 even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks,
- 25 orange peel, nail holes, or other surface imperfections.

- 26 1. Provide satin finish for final coats.

- 27 L. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no
- 28 evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface
- 29 imperfections.
- 30
- 31 M. Completed Work: Match approved samples for color, texture, and coverage. Remove,
- 32 refinish, or repaint work not complying with requirements.

33 **3.4 FIELD QUALITY CONTROL**

- 34 A. Owner reserves the right to invoke the following test procedure at any time and as often as
- 35 Owner deems necessary during the period when paint is being applied:

- 1 1. Owner may choose engage a qualified independent testing agency to sample paint
2 material being used. Samples of material delivered to Project will be taken, identified,
3 sealed, and certified in the presence of Contractor.
- 4 2. Testing agency will perform appropriate tests for the following characteristics as
5 required by Owner:
- 6 3. Owner may direct Contractor to stop painting if test results show material being used
7 does not comply with specified requirements. Contractor shall remove noncomplying
8 paint from Project site, pay for testing, and repaint surfaces previously coated with the
9 noncomplying paint. If necessary, Contractor may be required to remove noncomplying
10 paint from previously painted surfaces if, on repainting with specified paint, the two
11 coatings are incompatible.

12 **3.5 CLEANING**

13 A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded
14 paint materials from Project site.

- 15 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered
16 paint by washing and scraping without scratching or damaging adjacent finished
17 surfaces.

18
19 **3.6 PROTECTION**

20 A. Protect work of other trades, whether being painted or not, against damage from painting.
21 Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

22 B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting
23 operations, remove temporary protective wrappings provided by others to protect their work.

- 24 1. After work of other trades is complete, touch up and restore damaged or defaced
25 painted surfaces. Comply with procedures specified in PDCA P1.
26

27 **END OF SECTION 099100**

DIVISION 12

1 **SECTION 122413 – WINDOW ROLLER SHADES**

2 **PART 1 GENERAL**

3 **1.1 SECTION INCLUDES**

- 4 A. Roller shades, manual operation and accessories.
- 5 B. Shade fabric.

6 **1.2 RELATED SECTIONS**

- 7 A. Section 061000 - Rough Carpentry: Wood blocking and grounds for mounting roller shades
8 and accessories.

9 **1.3 REFERENCES**

- 10 A. ASTM International (ASTM):
 - 11 1. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric
12 Materials to Fungi.
- 13 B. Cradle to Cradle Products Innovation Institute (C2C):
 - 14 1. C2C (DIR) - C2C Certified Products Registry.
- 15 C. National Fire Protection Association (NFPA):
 - 16 1. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having
17 Jurisdiction, Including All Applicable Amendments and Supplements.
 - 18 2. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and
19 Films.
- 20 D. Underwriters Laboratories (UL):
 - 21 1. UL (GGG) - GREENGUARD Gold Certified Products; Current Edition.
- 22 E. Window Covering Manufacturers Association (WCMA):
 - 23 1. WCMA A100.1 - Safety of Window Covering Products; 2018.

24 **1.4 ADMINISTRATIVE REQUIREMENTS**

- 25 A. Coordination:

26

- 1 1. Coordinate the work with other trades to provide rough-in of electrical wiring as
2 required for installation of hardwired motorized shades.

- 3 B. Preinstallation Meeting: One week prior to commencing work related to this section.
4 Require attendance of all affected installers.

- 5 C. Sequencing:

- 6 1. Do not fabricate shades until field dimensions for each opening have been taken with
7 finished conditions in place. "Hold to" dimensions are not acceptable.
- 8 2. Do not install shades until final surface finishes and painting are complete.

9 **1.5 SUBMITTALS**

- 10 A. See Section 013300 - Administrative Requirements, for submittal procedures.

- 11 B. Product Data: Manufacturer's catalog pages and data sheets for products specified
12 including materials, finishes, dimensions, profiles, mountings, and accessories.
 - 13 1. Preparation instructions and recommendations.
 - 14 2. Styles, material descriptions, dimensions of individual components, profiles,
15 features, finishes , accessories, and operating instructions.
 - 16 3. Storage and handling requirements and recommendations.
 - 17 4. Mounting details and installation methods.
 - 18 5. Manufacturer's Instructions: Include storage, handling, protection, examination,
19 preparation, and installation.
 - 20 6. Project Record Documents: Record actual locations of control system components
21 and show interconnecting wiring.
 - 22 7. Operation and Maintenance Data: Component list with part numbers, and operation
23 and maintenance instructions.

- 24 C. Shop Drawings: Plans, elevations, sections, product details, installation details, operational
25 clearances, wiring diagrams and relationship to adjacent work.
 - 26 1. Prepare shop drawings on AutoCad or MicroStation format using base sheets
27 provided electronically by the Architect.

- 28 D. Window Treatment Schedule: For all roller shades. Use same room designations as
29 indicated on the Drawings and include opening sizes and key to typical mounting details.

- 30 E. Verification Samples: For each finish product specified, one complete set of shade
31 components, unassembled, demonstrating compliance with specified requirements.
 - 32 1. Shadecloth Sample: Mark face of material to indicate interior faces.

- 1 a. Test reports indicating compliance with specified fabric properties.
- 2 b. Verification Samples: 6 inches (150 mm) square, representing actual
- 3 materials, color and pattern.

- 4 F. Maintenance Data: Bill of materials for all components with part numbers. Methods for
- 5 maintaining roller shades, precautions regarding cleaning materials and methods,
- 6 instructions for operating hardware and controls.

- 7 G. Warranty: Provide manufacturer’s warranty documents as specified in this Section.

- 8 H. Warranty: Manufacturer’s warranty documents as specified in this Section.

9 **1.6 QUALITY ASSURANCE**

- 10 A. Product Listing Organization Qualifications: An organization recognized by OSHA as a
- 11 Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having
- 12 jurisdiction.

- 13 B. Manufacturer Qualifications: Obtain roller shades system through one source from a single
- 14 manufacturer with a minimum of ten years experience and minimum of five projects of
- 15 similar scope and size in manufacturing products comparable to those specified in this
- 16 section.

- 17 C. Installer for Roller Shade System - Qualifications: Installer trained and certified by the
- 18 manufacturer with a minimum of ten years experience in installing products comparable to
- 19 those specified in this section.

- 20 D. Product Listing Organization Qualifications: Organization recognized by OSHA as a
- 21 Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having
- 22 jurisdiction.

- 23 E. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn.
- 24 Materials tested shall be identical to products proposed for use.

- 25 F. ShadeCloth Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi
- 26 ATCC9642, ATCC9644, ATCC9645.

- 27 G. Environmental Certification: Submit written certification from the manufacturer, including
- 28 third party evaluation, recycling characteristics, and perpetual use certification as specified.
- 29 Initial submittals, which do not include the Environmental Certification will be rejected.
- 30 Materials that are simply 'PVC free' without identifying their inputs shall not qualify as
- 31 meeting the intent of this specification and shall be rejected.

- 32 H. Third Party Evaluation: Provide documentation stating the shade cloth has undergone third
- 33 party evaluation for all chemical inputs, down to a scale of 100 parts per million, that have
- 34 been evaluated for human and environmental safety. Identify any and all inputs, which are

1 known to be carcinogenic, mutagenic, teratogenic, reproductively toxic, or endocrine
2 disrupting. Also identify items that are toxic to aquatic systems, contain heavy metals, or
3 organohalogens. The material shall contain no inputs that are known problems to human or
4 environmental health per the above major criteria, except for an input that is required to
5 meet local fire codes.

6 I. Recycling Characteristics: Provide documentation that the shade cloth can, and is part of a
7 closed loop of perpetual use and not be required to be down cycled, incinerated or
8 otherwise thrown away. Scrap material can be sent back to the mill for reprocessing and
9 recycling into the same quality yarn and woven into new material, without down cycling.
10 Certify that this process is currently underway and will be utilized for this project.

11 J. Perpetual Use Certification: Certify that at the end of the useful life of the shade cloth, that
12 the material can be sent back to the manufacturer for recapture as part of a closed loop of
13 perpetual use and that the material can and will be reconstituted into new yarn, for
14 weaving into new shade cloth. Provide information on each shade band indicating that the
15 shade band can be sent back to the manufacturer for this purpose.

16 1.7 MOCK-UP

17 A. Provide a mock-up of one roller shade assembly for evaluation of mounting, appearance
18 and accessories.

- 19 1. Locate mock-up in window designated by Architect.
- 20 2. Mockup Size: Full size.
- 21 3. Mockup Size(WxH): 3 x 3 feet (0.94 x 0.94 m) minimum.
- 22 4. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
- 23 5. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
- 24 6. Do not proceed with remaining work until, mock-up is accepted by Architect.
- 25 7. Retain mock-up during construction as a standard for comparison with completed
26 work.
- 27 8. Do not alter or remove mock-up until work is completed or removal is authorized.
- 28 9. Full-sized mock-up may become part of the final installation.
- 29 10. Full-sized mock-up will become the property of the Owner to be used for spare parts.

30 1.8 DELIVERY, STORAGE, AND HANDLING

31 A. Deliver in factory-labeled packages, marked with manufacturer and product name, fire-
32 test-response characteristics, and location of installation using same room designations
33 indicated on Drawings and in Window Treatment Schedule.

34 B. Store and handle products per manufacturer's recommendations.

1 **1.9 PROJECT CONDITIONS**

- 2 A. Environmental Limitations: Install roller shades after finish work including painting is
3 complete and ambient temperature and humidity conditions are maintained at the levels
4 indicated for Project when occupied for its intended use.

5 **1.10 WARRANTY**

- 6 A. Roller Shade Hardware and Chain Warranty: Manufacturer's standard non-depreciating
7 warranty for interior shading.
- 8 1. Shade Hardware: 10 years unless otherwise indicated.
- 9 a. Mecho/5 and Mecho 5x with ThermoVeil, EuroVeil, EuroTwill, Soho, Equinox,
10 Midnite, Chelsea, or Classic Blackout shade fabric: 25 years.
- 11 2. Standard Shadecloth: Manufacturer's standard twenty-five year warranty.
- 12 3. Ecoveil Shadecloth: Manufacturer's standard ten year warranty.
- 13 4. Roller Shade Installation: One year from date of Substantial Completion, not
14 including scaffolding, lifts or other means to reach inaccessible areas, which are
15 deemed owners responsibility.

16 **PART 2 PRODUCTS**

17 **2.1 MANUFACTURERS**

- 18 A. Acceptable Manufacturer: Mecho, which is located at: 42-03 35th St.; Long Island City, NY
19 11101; ASD Tel: 718-729-2020; Fax: 718-729-2941; Email: marketing@mechoshade.com;
20 Web: www.mechoshade.com.
- 21 1. Draper, Inc.
- 22 2. Lutron Shading Systems by VIMCO.
- 23 B. Requests for substitutions will be considered in accordance with provisions of Section
24 016000.

25 **2.2 ROLLER SHADES, MANUAL OPERATION AND ACCESSORIES**

- 26 A. Shade System; General:
- 27 1. Components capable of being removed or adjusted without removing mounted
28 shade brackets, or cassette support channel.
- 29 2. Smoothly operation raising or lowering shades.
- 30 3. Cradle-to-Cradle certified and listed in C2C (DIR).

- 1 B. Basis of Design: Mecho/5 System as manufactured by MechoShade Systems LLC.
- 2 1. Description: Manually operated fabric window shades.
- 3 a. Shade Type: Single Roller.
- 4 b. Universal drive capability to offset drive chain for reverse or regular roll
- 5 shades.
- 6 c. Drop Position: Regular roll.
- 7 d. Mounting: Wall Mounted.
- 8 e. Size: As indicated on drawings.
- 9 f. Fabric: As indicated under Shade Fabric article.
- 10 2. Brackets and Mounting Hardware: As recommended by manufacturer for mounting
- 11 indicated and to accommodate shade fabric roll-up size and weight.
- 12 a. Material: Steel, 1/8 inch (3 mm) thick.
- 13 1) Light-Filtering Fabric: Glass-side of opening.
- 14
- 15 3. Roller Tubes:
- 16 a. Material: Extruded aluminum.
- 17 b. Size: As recommended by manufacturer; selected for suitability for
- 18 installation conditions, span, and weight of shades.
- 19 c. Fabric Attachment: Utilize extruded channel in tube to accept vinyl spline
- 20 welded to fabric edge. Shade band to be removable and replaceable without
- 21 removing roller tube from brackets or inserting spline from the side of the
- 22 roller tube.
- 23 d. Roller tubes to be capable of being removed and reinstalled without affecting
- 24 roller shade limit adjustments.
- 25 4. Hembars: Designed to maintain bottom of shade straight and flat.
- 26 a. Style: Exposed aluminum bottom bar with matching finials,
- 27 1) Profile: Rectangular.
- 28 2) Color: Manufacturer's standard color coordinated with shade fabric
- 29 selected.
- 30 5. Clutch Operator: Manufacturer's standard material and design integrated with
- 31 bracket/brake assembly.
- 32 a. Permanently lubricated brake assembly mounted on an oil-impregnated hub
- 33 with wrapped spring clutch.
- 34 b. Brake must withstand minimum pull force of 50 pounds (22.7 kg) in the
- 35 stopped position.

- 1 c. Mount clutch/brake assembly on the support brackets, fully independent of
2 the roller tube components.
- 3 6. Drive Chain: Continuous loop stainless steel beaded ball chain, 95 pound (43 kg)
4 minimum breaking strength. Provide upper and lower limit stops.
- 5 a. Chain Retainer: Chain tensioning device complying with WCMA A100.1.
- 6 7. Managed Lift: Required lifting force of 3 pounds (1.4 kg) to a maximum of 8.5
7 pounds (3.9 kg) for single band or multi-band shades up to 5 bands and a maximum
8 of 30 pounds (13.6 kg) hanging weight.
- 9 8. Managed Lift: Maximum required lifting force of 4 pounds (1.8 kg) for single band
10 and multi-band shades up to 30 pounds (13.6 kg) hanging weight.
- 11 9. Accessories:
 - 12 a. Fascia: Removable extruded aluminum fascia, size as required to conceal
13 shade mounting, attachable to brackets without exposed fasteners.
 - 14 1) Finish: Baked enamel.
 - 15 a) Color: Black.
 - 16 2) Can be installed across two or more shade bands in one piece.
 - 17 3) Single Fascia: Accommodate regular roll shades.
 - 18 4) Profile: Square.
 - 19 5) Configuration: Captured, fascia stops at captured bracket end.

20 **2.3 ROLLER SHADE FABRICATION**

- 21 A. Field measure finished openings prior to ordering or fabrication.
- 22 B. Dimensional Tolerances: Fabricate shades to fit openings within specified tolerances.
 - 23 1. Vertical Dimensions: Fill openings from head to sill with 1/2 inch space between
24 bottom bar and window stool.
 - 25 2. Horizontal Dimensions: Inside Mounting.
 - 26 a. Fill openings from jamb to jamb.
 - 27 b. Symmetrical Light Gaps on Both Sides of Shade: 3/4 inch (19.05 mm) total.

28 **2.4 SHADE FABRIC**

- 29 A. Basis of Design: Shade fabric as manufactured by MechoShade Systems LLC.
 - 30 1. Solar Shadecloths:

- 1 a. ThermoVeil: 1600 Series. Medium Vertical Wave. 5 percent open.
- 2 b. Color: Selected from manufacturers full range. (Match existing)
- 3 2. Fabric Properties: Non-flammable, color-fast, impervious to heat and moisture, and
- 4 able to retain its shape under normal operation.
- 5 a. Shade Type: Light filtering shades.
- 6 b. Material Composition: PVC and polyester blend.
- 7 3. Material Certificates and Product Disclosures:
- 8 a. Low-Emitting Material Certification: Greenguard Gold certified and listed in UL
- 9 (GGG).
- 10 b. Cradle to Cradle Material Health Certificate:
- 11 c. Declare label.
- 12 4. Performance Requirements:
- 13 a. Flammability per NFPA 701: Pass. Large or small scale test.
- 14 b. Fungal Resistance: No growth when tested per ASTM G21.
- 15 5. Openness Factor: 5 percent, nominal.
- 16 6. Weight: 13.5 oz per sq yd.
- 17 7. Roll Width: 126 inches (3200 mm) maximum.
- 18 8. Color: As selected by Architect from manufacturer's full range of colors.
- 19 9. Fabrication:
- 20 a. Fabric Orientation: Railroaded, fabric is turned 90 degrees off the roll.
- 21 b. Battens: Manufacturer's standard material, full width of shade, and enclosed
- 22 in welded shade fabric pocket; locate as indicated on drawings.
- 23 c. Seams for Railroaded Fabric: Manufacturer's standard sewn seam; locate as
- 24 indicated on drawings.
- 25 d. Welded Zipper Edge: Full height on both sides of fabric ensuring smooth
- 26 operation within ShadeLoc channels.

27 PART 3 EXECUTION

28 3.1 EXAMINATION

- 29 A. Do not begin installation until substrates have been properly prepared.
- 30 B. If substrate preparation is the responsibility of another installer, notify Architect of
- 31 unsatisfactory preparation before proceeding.
- 32 C. Start of installation shall be considered acceptance of substrates.

1 **3.2 PREPARATION**

- 2 A. Clean surfaces thoroughly prior to installation.
- 3 B. Prepare surfaces using methods recommended by manufacturer for achieving best result
4 for substrate under the project conditions.
- 5 C. Coordinate with window installation and placement of concealed blocking to support
6 shades.

7 **3.3 INSTALLATION**

- 8 A. Install shades level, plumb, square, and true per manufacturer's instructions and approved
9 shop drawings. Locate so shade band is at least 2 inches (51 mm) from interior face of glass.
10 Allow proper clearances for window operation hardware. Use mounting devices as
11 indicated.
- 12 B. Replace shades exceeding specified tolerances at no extra cost to Owner.
- 13 C. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding
14 or malfunction throughout entire operational range. Adjust level, projection, and shade
15 centering from mounting bracket. Verify there is no telescoping of shade fabric.
- 16 D. Clean roller shade surfaces after installation, per manufacturer's written instructions.
- 17 E. Demonstrate operation and maintenance of window shade system to Owner's personnel.
- 18 F. Manufacturer's authorized personnel are to train Owner's personnel on operation and
19 maintenance of system.
- 20 1. Use operation and maintenance manual as a reference, supplemented with
21 additional training materials as required.

22 **3.4 PROTECTION AND CLEANING**

- 23 A. Protect installed products until completion of project.
- 24 B. Touch-up, repair or replace damaged products before Substantial Completion.
- 25 1. Clean soiled shades and exposed components as recommended by manufacturer.
- 26 2. Replace shades that cannot be cleaned to "like new" condition.

27

28 **END OF SECTION 122413**

29

1

This page intentionally left blank

