

# PROJECT MANUAL

## NDSCS

### ROBERTSON HALL Exterior Improvements

1311 4<sup>th</sup> St N  
Wahpeton, ND 58075

**May 1, 2026**

**Project No: FG2603WA**



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**SECTION 00 0105**

**CERTIFICATIONS**

PROJECT: NDSCS Robertson Hall  
Exterior Improvements  
1311 4<sup>th</sup> St N  
Wahpeton, North Dakota 58075

**ARCHITECT OF RECORD:**

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.



Name: Richard A. Wiemken, AIA

Date: 05/01/2026

Registration No.: 1207





**SECTION 00 1014**  
**CONSTRUCTION SCHEDULE**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: To assure adequate planning and execution of the Work within the Time allowed in the Contract.
- C. Related Sections:
  - 1. Section 01 3200 – Construction Progress Documentation, for Project Schedule.

**PART 2 - PRODUCTS**

**2.1 NOT USED**

**PART 3 - EXECUTION**

**3.1 OVERALL CONSTRUCTION SCHEDULE**

- A. Construction Begins: June 4, 2026.
- B. Substantial Completion: No later than August 7, 2026.
- C. Final Completion: August 14, 2026.

**3.2 PERFORMANCE**

- A. Contractors, and Subcontractors must provide sufficient Material and Labor to meet the requirements of the Overall Construction Schedule.

**END OF SECTION**



**SECTION 00 1114**

**INVITATION TO BID**

REQUEST FOR BIDS

Bid Date: June 3<sup>rd</sup>, 2026  
 Project: NDSCS Robertson Hall Exterior Improvements  
 Architect: R.L. Engebretson Architects Fargo LLC  
 4040 42nd Street South, Suite Q  
 Fargo, ND 58104  
 (701) 293-5735

Sealed bids will be received by the North Dakota State College of Science, at the office of the NDSCS Patterson Maintenance Center, 800 6<sup>th</sup> Street N., Stop 1245, Wahpeton, ND 58076 Attn: Kari Hasbargen, Assistant Director, Facilities Management until **2pm June 3, 2026** at which time they will be publicly opened and read aloud for the furnishing of materials, labor, equipment and skill required for the Robertson Hall Tuckpointing, caulking, painting project and incidental items in and for said NDSCS, as is more fully described and set forth in the plans and specifications therefore, which are now on file in the office of RLE Architecture.

Bids shall be upon cash payment on the following estimated quantities and types of work:

Tuckpointing, caulking and painting in accordance with engineering specifications

The contract documents are on file and may be examined at the following:

- RLE Architecture  
4040 42nd St. South, Suite Q  
Fargo, ND 58104
- Fargo-Moorhead Builders Exchange
- Grand Forks Builders and Traders Exchange
- Bismarck-Mandan Builders Exchange
- Minneapolis Builders Exchange
- Minnesota Builders Exchange

Complete digital project bidding documents are available by contacting Donovan Larson at RLE [donovanl@rlco.com](mailto:donovanl@rlco.com) or [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$22.00 by inputting Quest project #10189496 on the website's Project Search page. Please contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

All bids are to be submitted on the basis of cash payment for the work and materials, and each bid shall be accompanied by a separate envelope containing the contractor's license and bid security. The bid security must be in a sum equal to five per cent (5%) of the full amount of the bid and must be in the form of a bidder's bond. A bidder's bond must be executed by the bidder as principal and by a surety company authorized to do business in this state, conditioned that if the principal's bid be accepted and the contract awarded to the principal, the principal, within ten (10) days after notice of award, will execute and effect a contract in accordance with the terms of his bid and the bid bond as required by the laws of the State of North Dakota and the regulations and determinations of the governing body. If a successful bidder does not execute a contract within ten (10) days allowed, the bidder's bond must be forfeited to the governing body and the project awarded to the next lowest responsible bidder.

All bidders must be licensed for the full amount of the bid as required by Section 43-07-07 and 43-07-12 of the North Dakota Century Code.

The successful Bidder will be required to furnish Contract Performance and Payment Bonds in the full amount of the contract.

Contracts shall be awarded on the basis of the low bid submitted by a responsible and responsive bidder for the aggregate sum of all bid items. A single contract will be awarded for the work.

All bids will be contained in a sealed envelope, as above provided; plainly marked showing that such envelope contains a bid for the above project. In addition, the bidder shall place upon the exterior of such envelope the following information:

1. The work covered by the bidder
2. The name of the bidder
3. Separate envelope containing bid bond and a copy of North Dakota Contractor's License or certificate of renewal.
4. Acknowledgement of the Addenda.

No Bid will be read or considered which does not fully comply with the above provisions as to Bond and licenses and any deficient Bid submitted will be resealed and returned to the Bidder immediately.

The work on the improvement will be completed and ready for final payment by **August 14, 2026**.

The Owner reserves the right to reject any and all bids, to waive any informality in any bid, to hold all bids for a period not to exceed 60 days from the date of opening bids, and to accept the bid deemed most favorable to the interest of the Owner.

By: David Cooper, NDSCS, Director of Facilities Management

**SECTION 00 1115****INSTRUCTIONS TO BIDDERS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.

**1.2 OBTAINING DOCUMENTS**

- A. Documents may be obtained for bidding purposes upon the conditions set forth in the legally advertised Invitation for Bids.
- B. Documents are assembled into a Project Manual. Bidders shall verify the completeness of the Project Manual according to the Table of Contents.
- C. Bidders are bound by all documents which comprise a complete set, whether or not they are within separate volumes or manuals.
- D. Addenda are prepared and issued for the purpose of clarification or changes to the Contract Documents.

**1.3 RECEIPT AND FORM OF BIDS**

- A. Refer to the Invitation for provisions related to the procedures for receipt and opening of bids.
- B. Bids shall be made on the enclosed, unaltered Bid Form, which must bear the original signature of an authorized agent of the Bidder.
- C. Bid shall be submitted in a sealed envelope. The proposal shall bear on the outside the name of the Bidder, address of the bidder, the name of the project for which the bid is submitted, as well as other requirements as provided for in the Invitation for Bids and this section.
- D. If forwarded by mail or other commercial delivery method the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner with the notation "SEALED BID ENCLOSED".
- E. Bids received shall be from Prime Contractors only.

**1.4 CONTRACTOR'S LICENSE**

- A. Subject to provisions of North Dakota State Law (including Century Code, Chapter 43-07), bidders must hold a valid North Dakota Contractor's License of the proper class and shall enclose a copy of the License or Certificate of Renewal in the same envelope as the Bid Bond.
- B. Such license shall have been in effect for at least ten (10) days prior to the scheduled bid opening.
- C. Any bid submitted without this information properly included according to the (Invitation for Bids) shall be rejected without further consideration and returned to the bidder.

## 1.5 PROJECT REPRESENTATIVES

- A. Owner: NDSCS.
- B. Architect: R.L. Engebretson Architects Fargo LLC, 4040 42nd St S, Suite Q; Fargo, ND 58104.
  - 1. Architect's contact person: Donovan Larson, Project Manager  
[donovanl@rleco.com](mailto:donovanl@rleco.com)  
(701) 293-5735

## 1.6 DEFINITIONS

- A. All definitions set forth in Contract Documents apply similarly to documents required for bidding.
- B. Bidder: Qualified person or entity who submits a bid proposal.
- C. Bidding Documents: Invitation to Bid, Instructions to Bidders, Bid Form, other sample forms and form documents, and the Contract Documents.
- D. Contract Documents: Project Manual and Addenda issued prior to the opening of bids.
- E. Addenda: Written or graphic instruments issued by Architect prior to execution of Contract used to modify or interpret Bidding Documents by additions, deletions, clarifications, or corrections.
- F. Bid: Complete, properly prepared and signed proposal to perform the Work or designated portion described in the Bidding Documents as the Base Bid, to which work may be added to or from which work may be deleted from for sums stated as alternate bids.
- G. Sub-bidder: Qualified person or entity who submits a proposal to other prime Bidder(s) for material and/or labor pertaining to a specific portion of the Work.

## 1.7 BIDDERS INTENT

- A. By submitting a bid, the Bidder represents that:
  - 1. The Bidder has reviewed and understands the Bidding and Contract Documents and makes the proposal in accordance with them,
  - 2. The Bidder proposes to perform the Work, in conformance and cooperation with other portions of the Work, which are bid concurrently or separately under other Prime Contracts.
  - 3. The Bid is based upon materials, equipment and systems required by the Bidding and Contract Documents without exception.
  - 4. The Bidder has taken the opportunity to visit the site of the Work, become familiar with local conditions under which the Work is to be performed and correlated with the Contract Documents.

## 1.8 SUBSTITUTIONS

- A. To obtain approval of unspecified products, the bidder shall submit a request according to provisions specified in Section 01 6000 - Materials and Equipment, which establishes requirements of this article.
- B. Submit requests to the Architect at least seven (7) days prior to bid opening.
- C. Any substitute products which are approved for use in the Work according to this provision will be identified in an Addenda.

**1.9 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND PROJECT SITE**

- A. Bidders shall carefully examine all Bidding Documents, Drawings, Project Manual, Addenda, and the construction site to obtain first-hand knowledge of existing conditions.
- B. Extra payment for work arising from conditions that can be determined by examining the site and Contract Documents will not be considered.

**1.10 INTERPRETATION OF DOCUMENTS**

- A. Bidder shall carefully review bidding documents and compare with other documents for work being bid concurrently or presently under construction.
- B. Bidder shall examine the site and local conditions, and shall promptly report errors, inconsistencies, or ambiguities to the Architect.
- C. Bidders who require clarifications or interpretation of the documents shall submit a request via e-mail to the Architect at least three (3) days before the bid opening.
- D. Oral interpretations will be at the discretion of the Architect and reliance upon them is at the exclusive risk of the bidder.

**1.11 ADDENDA**

- A. Direct all questions about the Work to the Architect. Replies will be issued to all bidders of record as Addenda and shall become part of the Contract Documents.
- B. The design team (Owner, Architect, Engineer, and other representatives) will not be bound by or responsible for oral clarifications.
- C. Questions received less than three (3) days before the bid opening may not be answered.
- D. A final Addenda, if required, will be issued no later than 24 hours before the bid opening, unless it is necessary to change the time or date of the bid opening.
- E. It is the responsibility of each bidder to verify that all addenda have been received.

**1.12 BID PREPARATION**

- A. Bid shall be submitted on one unaltered copy, identical to the form included with the bid documents and accompanied by one identical photocopy.
- B. All blanks on the original shall be typed in or filled in manually in ink.
- C. Where indicated by the makeup of the form, sums shall be expressed in both words and numerical figures, and in the case of discrepancy, the amount written in words shall govern.
- D. Each bid shall include the legal name of the bidder and a statement indicating whether the bidder is a sole proprietorship, a partnership, a corporation, or some other legal entity.
- E. Bids shall be signed by person or persons legally authorized to bind the bidder to a Contract.
- F. A bid by a corporation shall include the date of incorporation and affix the corporate seal.
- G. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

**1.13 CONTRACTOR'S QUALIFICATION STATEMENT**

- A. As a requirement of bidding, the Owner may require the bidder to submit an executed copy of AIA Document A305, Contractor's Qualification Statement.
- B. The Owner reserves the right to request this information and financial statements from the apparent low bidder or other specific bidders whose proposals are under consideration before awarding contracts.

**1.14 CAUSES FOR REJECTION**

- A. The Owner may reject any and all bids if in its opinion its best interests will be served thereby. Bids may be considered irregular and may be rejected if:
  - 1. The Proposal is not properly signed.
  - 2. The Bidder fails to include any of the required documents.
  - 3. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may make the bid proposal's meaning incomplete, indefinite, or ambiguous.

**1.15 SUBMISSION OF BIDS AND REQUIRED EXHIBITS**

- A. All documents shall be submitted in sealed, opaque envelopes addressed to the Owner (As indicated on the Bid Form in Document 00 4113). Sealed Bid Envelopes may be dropped off in person or mailed to the Owner at the address indicated below on or before the day and time of bid opening.

Owner's Address:

NDSCS  
 Patterson Maintenance Center  
 800 6<sup>th</sup> St N, Stop 1245  
 Wahpeton, ND 58076  
 ATTN: Kari Hasbargen

- B. Bid envelope contents:
  - 1. One completed copy of the Bid Form and one photocopy duplicate.
  - 2. Signatures, seals, and powers-of-attorney as specified herein.
- C. Place the following information in the upper left-hand corner of the bid envelope:
  - Bidder's Name
  - Bidder's Address
  - Project Name
  - Project Address
  - The words "Equal Opportunity Employer" (if applicable)
  - Addenda Acknowledged \_\_\_\_, \_\_\_\_, \_\_\_\_, (as applicable)
- D. Contents of separate envelope attached to the face of the bid envelope:
  - 1. Copy of Contractor's License or Certificate of Renewal, if appropriate.
  - 2. Bid Security (bond) in the amount of 5% of the bid.
  - 3. List of addenda and acknowledgement by the bidder of receipt of each addenda.
- E. If the required information is not indicated on envelope containing bid forms, both envelopes will be returned unopened at Owner's discretion.
- F. If bid is sent by mail or other commercial delivery service, the bid envelopes shall be enclosed in a separate envelope clearly bearing the notation "SEALED BIDS ENCLOSED" on the face.

- G. Bids shall be delivered to the location designated in the Invitation for Bids prior to the time and date of bid opening. Bids received after the time and date for receipt of bids will be returned unopened. Bidder assumes full responsibility for timely delivery of bids.
- H. Oral, telephoned or electronically submitted bids are not allowed.

#### **1.16 BID BONDS**

- A. A Bid Bond in the amount of five percent (5%) of the proposed bid amount must accompany each proposal.
- B. Bid Bonds shall be prepared according to the "Invitation for Bids" and shall be made in the form included in the Project Manual.
- C. Security offered by the lowest responsible bidder will be retained until a Contract has been signed, accompanied by required Bonds for Performance and for Labor and Material Payment.
- D. Bonds shall be made payable to the Owner.
- E. Certified checks and other forms of bid security will not be acceptable.
- F. If any Bidder refuses to enter into a Contract, the Owner will retain that Bidder's bonds as liquidated damages, but not as a penalty.
- G. The Owner reserves the right to retain the bid security of the next lowest bidder until the lowest responsible bidder enters into Contract or until 60 days after bid opening, whichever is earlier. All other bid security will be returned as soon as practicable.

#### **1.17 OTHER BONDS**

- A. Prior to signing Contracts, the Owner will require evidence of Performance Bonds and Material and Payment Bonds in the full amount of 100% of the Contract sum as security promising faithful execution of the Contract requirements (completion of the Work).
- B. Bonds shall be on the forms provided in the Project Manual or on AIA standard forms and shall be issued by a Surety acceptable to the Owner. Costs for all bonds identified here and in the Contract Documents shall be included in the Contract Sum.
- C. Refer to other sections of the Project Manual for specific provisions pertaining to bonds.

#### **1.18 MODIFICATION OR WITHDRAWAL OF BIDS**

- A. Bid may be withdrawn by an authorized agent of the Bidder at any time before bid opening. Bids may be withdrawn and resubmitted in person prior to the time of opening bids.
- B. Hand written instructions placed on the bid envelope prior to bid date and time to modify bid will not be accepted or considered.

#### **1.19 REJECTION OF BIDS**

- A. Owner reserves the right to reject any or all bids, particularly any bid not accompanied by bid security or other required exhibits.
- B. The Owner reserves the right to disqualify any bid upon evidence of collusion or other unlawful practices by the bidder.

**1.20 ACCEPTANCE OF BIDS (CONTRACT AWARD)**

- A. The owner reserves the right to accept any bid, and to reject any or all bids for good cause, however, the successful lowest responsible bidder will be selected for award of the project.
- B. Prior to Award of the Contract the Architect will notify the bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to any sub-bidder. If reasonable objection is made, the bidder shall assign to the Contract other mutually acceptable substitute subcontractors with adjustment in the bid price to cover the actual changed cost.
- C. Each bidder shall be prepared, if so requested by the Owner, to present evidence of qualifications and financial ability to carry out the terms of the Contract.
- D. The Owner reserves the right to hold bids for 60 days after bid opening, prior to award of contract.

**1.21 EXECUTION OF AGREEMENT**

- A. Form of the contract will be AIA Document A101 - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.
- B. Within 10 days after Notice of Award and receipt of Agreement forms, the successful bidder shall sign and deliver to the Owner all required copies of the Agreement.
- C. Failure to provide any exhibit of this section in a timely manner will subject the bidder to a commensurate loss of time from the project completion schedule.

**1.22 NOTICE OF AWARD**

- A. Successful bidders will receive Notice of Award as soon as possible, but no later than 60 days after acceptance of bids.

**1.23 INSTRUCTIONS FOR BID ENVELOPE**

- A. Attached at the end of this Section.

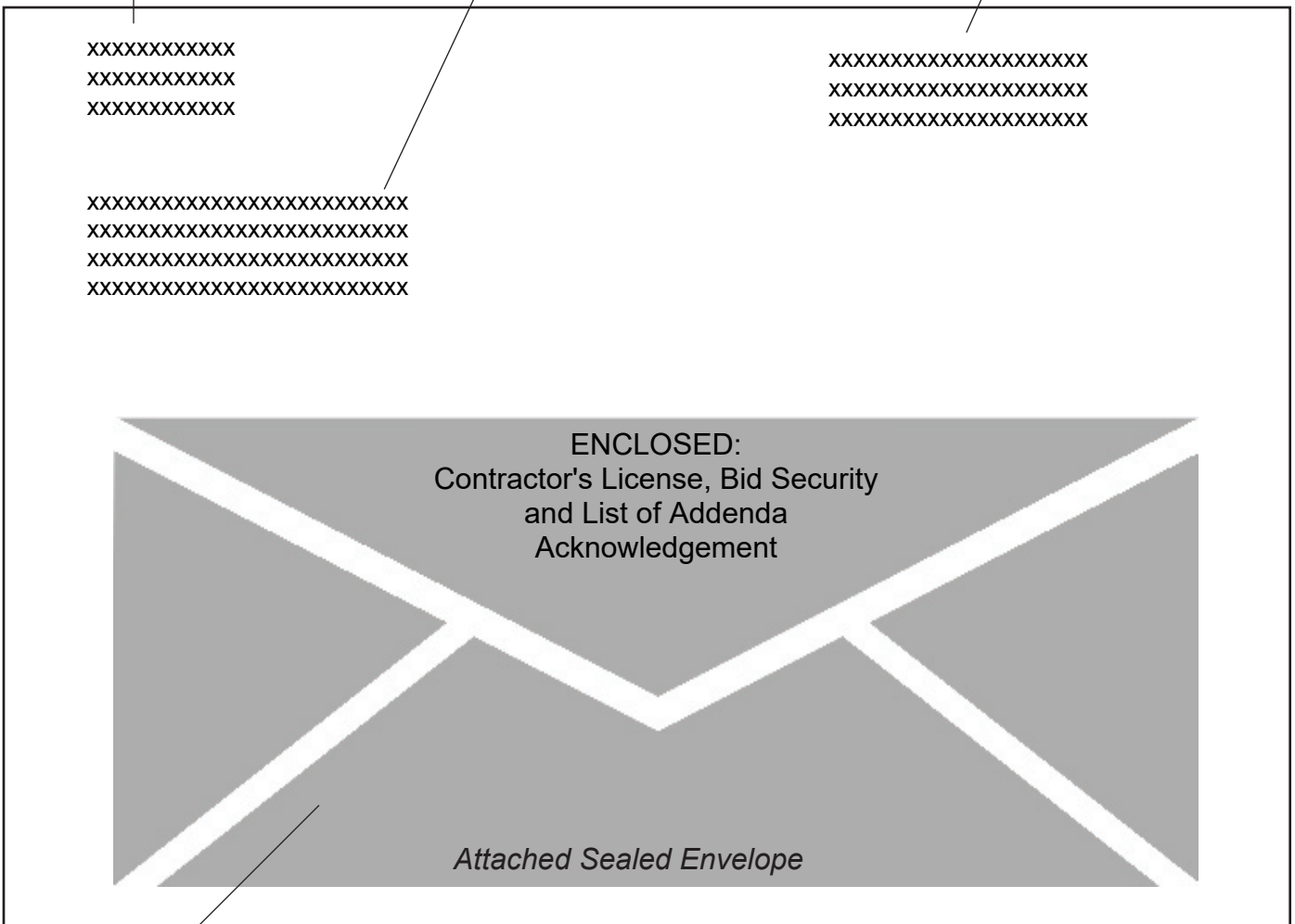
**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 NOT USED**

**END OF SECTION**

# Instructions for Bid Envelope

The following information is representative of what must be present on a sealed, opaque bid envelope:

- 1. Bidder's Name  
Street Address  
City, State Zip
- 2. NAME OF PROJECT  
Bid Package: *place bid category here*  
"Addenda Acknowledged" (if applicable)
- 3. Owner's Name  
Street Address  
City, State Zip



- 4. Attached to the face of the bid envelope is another sealed, opaque envelope containing the bid security (bond) and a copy of the contractor's license.



**SECTION 00 4000**

**BID BOND FORM**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_

Of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_

As Principal; and \_\_\_\_\_, a corporation authorized to act as Surety to this bond in the State of North Dakota, are held and firmly bound unto the North Dakota State College of Science (NDSCS) in the liquidating sum of \_\_\_\_\_ Dollars, for the payment of which sum, well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the NDSCS, a sealed Proposal in writing, for the construction of the NDSCS Robertson Hall Exteriors project.

According to documents on file with the NDSCS, and pursuant to the true intent, meaning, and purposes of those documents.

NOW, THEREFORE, IF EITHER a) said Proposal is rejected, or b) if said Proposal accepted and the Contract for such work is awarded to the Principal within the time stipulated by the Documents identified above, or within such further time as may be granted by the Principal, and the Principal executes a contractual agreement to perform the work in accordance with the Proposal, then this obligation shall become void. Otherwise, this bond of obligation shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety shall, in no event, exceed the liquidating sum stated here.

The Surety stipulates and agrees that the obligation of said Surety and bond shall be in no way impaired nor affected by an extension by the principal of the time within which the Owners may accept such bid, and Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers, the day and year first set forth here on

this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Principal \_\_\_\_\_

ATTEST:

Surety \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

(CONTINUES ON BACK)  
(Continued)

NOTE: Witness to the following attestations are required for bonds supplied by all except individual proprietorships:

ACKNOWLEDGEMENT OF INDIVIDUAL or CORPORATION (as Principal):

ACKNOWLEDGEMENT OF SURETY:

STATE OF \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me,

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me,

\_\_\_\_\_ known to me (or proved to me on oath of \_\_\_\_\_)

\_\_\_\_\_ known to me (or proved to me on oath of \_\_\_\_\_)

to be the person who is described in and who executed the attached instrument and acknowledged to me that such instrument was lawfully executed.

to be the person described with the instrument as authorized attorney-in-fact for

(Notary Public) (Seal)

(Notary Public) (Seal)

END OF FORM

 **AIA**<sup>®</sup> Document A312<sup>®</sup> – 2010**Performance Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

North Dakota State College of Science  
Patterson Maintenance Center  
800 6<sup>th</sup> St N  
Wahpeton, ND 58075

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

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

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

**ADDITIONS AND DELETIONS:**

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

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

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

Company:

*(Corporate seal)*

Company:

*(Corporate seal)*

\_\_\_\_\_  
**CONTRACTOR AS PRINCIPAL** *(Signature)*

\_\_\_\_\_  
**SURETY** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed 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:)*



**§ 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.)*







# 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)*

North Dakota State College of Science  
Patterson Maintenance Center  
800 6<sup>th</sup> St N  
Wahpeton, ND 58075

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

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

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and

Title:

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

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

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

§ 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:

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

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

**SECTION 00 4114**

**BID FORM**

BIDS FOR: NDSCS Robertson Hall Exteriors  
1311 4<sup>th</sup> St N  
Wahpeton, North Dakota 58075

TO: David Cooper, Director of Facilities Management  
North Dakota State College of Science (NDSCS)

FROM: Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
North Dakota Contractor's License \_\_\_\_\_

TO WHOM IT MAY CONCERN:

1.1 Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the Work including Addenda:  
(List all addenda received, regardless of the number of spaces provided.)

---

The undersigned, having become thoroughly familiar with terms and conditions of the proposed Contract documents and with local conditions affecting the work, proposes and agrees to fully perform the work within the stated time and in strict accordance with the Contract Documents, including all labor, materials, equipment, supplies, supervision and bonds, for the sum of money stated in this Bid Form.

- 1.2 In submitting this bid, the undersigned acknowledges agreement with the following:
  - 1. The undersigned is a lawfully authorized agent of the Bidder.
  - 2. Upon written Notice of Award, bidder will provide evidence of insurance coverage, and the signed, executed Agreement within the prescribed time period.
  - 3. Upon execution of the Agreement, bidder will commence work promptly (within 10 days) upon Notice to Proceed.
  - 4. Upon execution of the Agreement, bidder will assure that specified work will be Substantially Completed with the time and according to the provisions of these documents.
- 1.3 If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date of bid opening, or at any other time thereafter before it is withdrawn, the Bidder will execute all required documents in a timely manner according to these instruments.
- 1.4 Notice of Award, or requests for additional information may be addressed to the undersigned at the address set forth below.
- 1.5 Bidder agrees and attests that no unlawful discriminatory practices or segregated facilities will be permitted in the performance of the work. Under no circumstances within the bidder's control will segregation on the basis of race, color, religion, sex, or national origin be permitted.
- 1.6 If bidder is a corporation, indicate in the blank space to the right of the signature the legal name of the corporation, state of incorporation, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners comprising the firm, if bidder is an individual, give first and last names in full.

1.7 The bidder, being thoroughly familiar with these documents and conditions surrounding the proposed work and affecting the cost of the work, and being familiar with the Bid Documents, Contract Form, all Condition of the Contract, Drawings, Project Manual, and Addenda, hereby propose to furnish all labor, material, coordination, equipment, and supplies to construct the following portion of the above named project in accordance with the Contract Documents, within the time set forth for the total sum of:

**General Construction Base Bid:**

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

This proposal is made by, \_\_\_\_\_

an individual/partnership/corporation (write in applicable term), \_\_\_\_\_

\_\_\_\_\_ by the undersigned acting as authorized agent of the Bidder.

BID DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

SIGNED \_\_\_\_\_

\_\_\_\_\_  
(typed name of signer)

List officers or partners, (if applicable under point 6):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SEAL, if by a corporation)

**UNIT PRICING**

**Unit Price 1**

Description: Partial masonry removal, replacement and reinstallation repair.

Unit of Measurement: One square foot.

\$ \_\_\_\_\_

**Unit Price 2**

Description: Partial depth masonry tuckpointing repair.

Unit of Measurement: One square foot.

\$ \_\_\_\_\_

**Unit Price 3**

Description: Removal and reinstallation of approximately 3/8 to 1/2-inch wide horizontal sealant brick relief angle joint.

Unit of Measurement: One lineal foot.

\$ \_\_\_\_\_

**Unit Price 4**

Description: Removal and reinstallation of approximately 3/8 to 1/2-inch wide vertical sealant and backer rod at exterior exposed steel building expansion joint.

Unit of Measurement: One lineal foot.

\$ \_\_\_\_\_

**Unit Price 5**

Description: Removal and reinstallation of exterior opening perimeter sealant joint.

Unit of Measurement: One lineal foot.

\$ \_\_\_\_\_

**END OF SECTION**



**SECTION 00 5100**

**NOTICE OF AWARD**

Description of Work for Prime Bid / Contract(s), including but not limited to:

NDSCS Robertson Hall Exteriors, 1311 4<sup>th</sup> St N., Wahpeton, ND 58075

Work Scope is fully based on the Contract Documents, General Conditions of the Contract, Addenda and the executed Construction Contract between the Owner and Contractor.

Re: NDSCS Robertson Hall – Exterior Improvements

The Owner represented by the Undersigned has considered the Bid submitted by you for the Work, summarized above, in response to its Notice and Instructions to Bidders.

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

It appearing that it is to the best interest of said Owner to accept your Bid in the amount of:

(\$ \_\_\_\_\_) DOLLARS, you are hereby notified that your Bid has been accepted, except as follows (Note any conditions, if any. If no exceptions, indicate "NONE"):

You are required by the "Notice and Instructions to Bidders to execute the formal Contract with The Undersigned Owner within ten (10) days from the date of the mailing of this Notice to you.

If you fail to execute said Contract within ten (10) days from the date of mailing of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to award the Work covered by your Bid to another, or to re-advertise the Work or otherwise dispose thereof as the Owner may see fit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:

BY: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_



**SECTION 00 6278****STORED MATERIALS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Section Includes: Requirements for the Contractor's use of off-site storage locations and venues for materials intended to be used in the construction of this project.
- C. Related Sections:
  - 1. Section 00 6279 – Agreement for Materials or Equipment Stored Off-Site.
  - 2. Section 01 2900 – Payment Procedures.
  - 3. Section 01 5000 – Construction Facilities and Temporary Controls.
- D. Form of Agreement: Execution of Section 00 6279 – Agreement for Materials or Equipment Stored Off-Site.
- E. Notices: Per the requirements of the Prime Contractor's Surety.
- F. Prime Contractor is responsible for materials, loss, damage, destruction or other means of loss such as flood, etc., even if materials have been paid for by the Owner.

**1.2 SUBMITTALS**

- A. Authorization: Prime Contractor must apply for and receive authorization from the Architect and Owner to store materials that will be received and incorporated into the Project.
  - 1. No less than 14 days before receipt of materials that are to be stored under the conditions of this section, the Prime Contractor will forward to the Architect the following:
    - a. A letter requesting authorization from the Architect and Owner to store materials at a secure off-site location.
    - b. Full execution of Section 00 6279 – Agreement for Materials or Equipment Stored Off-Site, containing all detailed information pertaining to the location of the site, insurance coverage, etc. as required by the documentation.
    - c. Accompanying photos of the secure storage location, exterior and interior, with detailed written descriptions of the security methods used at the off-site storage location.
    - d. Any additional legal documentation or requirements of the law of the State in which the project is constructed or by the Authority Having Jurisdiction.
  - 2. If the site is not acceptable to the Owner, the Owner will provide options to the Prime Contractor for off-site storage locations that are acceptable for project use. The costs of the alternate storage will be borne by the Prime Contractor to the limits provided for by cost documentation using the unacceptable site.
  - 3. The approved off-site storage site must be available to the both the Owner and Architect upon request for verification and review.
- B. Payment for Stored Materials: The Contractor must submit all executed documentation along with the periodic application for payment to be in compliance with the terms and conditions of the Contract, including:

1. From the date of delivery of the materials to the authorized location, include a waiting period of no less than 14 days before periodic pay applications are due to the Architect.
  - a. If the term ends on or before the due date, the materials costs will be considered for that month's pay application.
  - b. If the end date of the period falls after the due date, submit application for payment for the stored materials in the following month's cycle.

**PART 2 - PRODUCTS**

**2.1 NOT USED**

**PART 3 - EXECUTION**

**3.1 NOT USED**

**END OF SECTION**

SECTION 00 6279

AGREEMENT FOR MATERIALS OR EQUIPMENT STORED OFF-SITE

This Supplemental Agreement is entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the North Dakota State College of Science (NDSCS), hereinafter called the "Owner", and \_\_\_\_\_, (hereinafter called the "Prime Contractor") for work of Contract No. \_\_\_\_\_ on the project identified as NDSCS Robertson Hall Exteriors, (hereinafter called the "Project") under Conditions of the Owner - Contractor Contract dated \_\_\_\_\_.

WHEREAS the Prime Contractor desires to properly store certain materials or equipment purchased for the Project off the site at \_\_\_\_\_, in order to furnish better storage than available on the site, and desires to obtain advanced payment for these materials or equipment in accordance with Contract provisions the same as if they were stored on the site.

The Owner agrees to pay the Prime Contractor 90 percent of the invoice value of the materials and equipment stored off-site, provided the following conditions are complied with:

- A. The above described warehouse location selected by the Prime Contractor for off-site storage is suitable for storage, satisfactory to the Owner, and located within 15 miles of the Project construction site;
- B. Any extra expense incurred because of off-site storage is borne by the Prime Contractor;
- C. Storage is at the risk of the Prime Contractor and the loss, damage or destruction of any materials or equipment so stored does not relieve the Prime Contractor of the duty to complete the Contract, replacing all damaged items at the Prime Contractor's exclusive expense;
- D. Application for Payment is made on the prescribed form at the regular monthly interval, the same as for materials or equipment stored on the site, with copies of invoices for all purchased items attached;
- E. All materials or equipment stored off-site are adequately covered by property insurance naming the Owner as insured, evidence of which is attached hereto;
- F. All items stored off-site are available for inspection by the Architect upon request, and are tagged, marked, or otherwise identified as being assigned to this specific Project; and,
- G. The consent of the Surety has been obtained and evidenced by signatures hereto.

\_\_\_\_\_

COUNTERSIGNED BY:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Resident Agent for Surety

By \_\_\_\_\_  
Attorney-in-Fact

IN WITNESS WHEREOF, these Parties hereto have caused the Agreement to be executed in three original Counterparts.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Owner

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**SECTION 00 7201****CONTRACT CONDITIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.

**1.2 FORM OF AGREEMENT & SUPPORTING DOCUMENTS**

- A. Form of agreement shall be AIA Form Document A101 - Standard Form of Agreement Between Owner and Contractor Where the Basis is a Stipulated Sum (2017 Edition) included in this Project Manual.
  - 1. Within 15 days after Notice of Award, the successful bidder shall provide evidence of specified insurance coverages. All insurance policies must be approved by the Owner before Notice to Proceed.
  - 2. Provide evidence of liability insurance coverage (as specified) and current certificate of payment of Workers Compensation. See AIA Form Document A101 Exhibit A – Insurance and Bonds.
- B. Insurance and Bonds; AIA Form Document A101 Exhibit A – Insurance and Bonds:
  - 1. Prior to signing Contracts, the Owner will require evidence of Performance Bond and Material/Labor Payment Bond in the full amount of 100 percent of the Contract sum as security promising faithful execution of the Contract requirements (Completion of the Work).
  - 2. Bonds shall be in a standard format acceptable to the Owner and issued by a surety acceptable to the Owner. Costs for all Bonds identified here and in the Instructions to Bidders shall be included in the Contract sum.
  - 3. Bonds shall be accompanied by acknowledgment of Surety and Power of Attorney-in-Fact.

**1.3 TAX CLEARANCE**

- A. Pursuant to Section 43-07-1171 of the North Dakota Century Code, each prime Contract bidder shall file a request for income tax clearance with the State Tax Commissioners office. A copy of the request form is attached for the information of bidders. No contract will be awarded until the State Tax Commissioners office has verified that no outstanding tax obligations exist which would prohibit the Contractor from entering into a lawful contractual agreement. The response verifying Contractor's tax status shall be furnished to the Owner simultaneous with insurance documentation and executed Contract (Owner-Contractor Agreement form).

**1.4 CONTRACT CONDITIONS INCLUDE THE FOLLOWING:**

- A. General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, as published in this project's Project Manual.
- B. Articles, paragraphs, subparagraphs not amended, voided or superseded by these supplementary provisions, remain in effect.
- C. Contract conditions apply to all work of each other section of this Project Manual.
- D. Terms governing the performance of all Contract work are established by form documents that follow this page, documents listed above, and documents that will be issued by Addenda.

**PART 2 - PRODUCTS**

**2.1 NOT USED**

**PART 3 - EXECUTION**

**3.1 NOT USED**

**END OF SECTION**



# AIA® Document A101® – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

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

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

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

## 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)
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§ 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 a building information modeling exhibit, if completed, or as otherwise set forth below: *(If other than in accordance with a building information modeling exhibit, 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 Building information modeling exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit 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
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- .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)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



**AIA**<sup>®</sup>

# Document A101<sup>®</sup> – 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)*

**THE OWNER:**  
*(Name, legal status and address)*

**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<sup>™</sup>-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.

##### § A.2.3 Required Property Insurance

#### ADDITIONS AND DELETIONS:

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

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

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

**§ 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
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**§ 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.)*

**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.3.2.2.2** 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:







# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

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

**THE OWNER:**  
*(Name, legal status and address)*

**THE ARCHITECT:**  
*(Name, legal status and address)*

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- 15 CLAIMS AND DISPUTES

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.



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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### § 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or

contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

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

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

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor

has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any

existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

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

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

### **§ 3.10 Contractor's Construction and Submittal Schedules**

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

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

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

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

### **§ 4.2 Administration of the Contract**

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### **§ 9.4 Certificates for Payment**

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

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

#### **§ 9.5 Decisions to Withhold Certification**

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

#### **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.

When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

### **§ 10.2.8 Injury or Damage to Person or Property**

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

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

#### **§11.5 Adjustment and Settlement of Insured Loss**

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract

Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2 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.

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

#### § 13.4 Tests and Inspections

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

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

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

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

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

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

#### § 13.5 Interest

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

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

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

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a

Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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

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

#### **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

#### **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

#### **§ 14.4 Termination by the Owner for Convenience**

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

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

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

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

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

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

##### **§ 15.1.2 Time Limits on Claims**

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

##### **§ 15.1.3 Notice of Claims**

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

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

##### **§ 15.1.4 Continuing Contract Performance**

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

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

##### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

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

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

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

#### **§ 15.2 Initial Decision**

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

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

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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

### **§ 15.4 Arbitration**

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

SECTION 00 8300

TAX CLEARANCE REQUEST FORM

Pursuant to Section 43-07-11.1.1 of the North Dakota Century Code, as amended, a request for income tax clearance is made on behalf:

Name of Taxpayer \_\_\_\_\_

Trade Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Complete the following:

____ Individual	Resident	Non-Resident
____ Partnership	ND Sales & Use Tax Permit # _____	
____ Corporation	FICA No. _____	
____ Small Business Corporation	Social Security Number _____	
____ Joint Venture	State returns filed for:	
____ Other (specify)	2021 _____ 2022 _____	
	2023 _____ 2024 _____	

If a partnership, list name, address, social security numbers, and FICA number for all partners:

Complete this form and forward one copy to the North Dakota Tax Department. State of North Dakota will issue a statement regarding Contractor's tax status. A new clearance number must be obtained after July 01 each year.

It shall be the Contractor's duty to furnish necessary proof of clearance to governmental bodies. This can be done by forwarding through the Architect, a copy of the tax clearance certificate or furnishing a valid tax clearance number.

Date \_\_\_\_\_

Signed \_\_\_\_\_

CIN \_\_\_\_\_

Title \_\_\_\_\_



**SECTION 01 0050****ADMINISTRATIVE PROVISIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Related Sections:
  - 1. Section 01 0060 – Contractor Information.
  - 2. Section 01 2900 – Payment Procedures.
  - 3. Section 01 5000 – Construction Facilities and Temporary Controls.

**1.2 REFERENCES**

- A. For work or products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or regulatory agencies. For information about association or trade standards referenced in this Project Manual, see Section 01 4200 – References.
- B. Comply with the most current version of the standard as of the date of Owner-Contractor Agreement, except when a particular date/version is specified.

**1.3 SUBMITTALS**

- A. All submittals under the provisions of Section 01 3300 – Submittal Procedures, unless noted otherwise.
- B. Documents Required Before Construction Start: The following documents must be submitted by the Prime Contractor to the Architect before the Prime Contractor proceeds with the Work:
  - 1. Certificates of Insurance.
  - 2. Worker's Compensation Certificate.
  - 3. Contractor's License.
  - 4. Contractor's Safety Program.
  - 5. Contractor Information Sheet – Section 01 0060.
- C. Documents Required Before First Payment: The following documents must be submitted by the Prime Contractor to the Architect before the Prime Contractor receives its first payment:
  - 1. Signed Contract.
  - 2. Performance Bond and Payment Bond.
  - 3. Approved Schedule of Values. Provide to Owner at least 10 days before submission of first payment request.
  - 4. Executed Disclosure Affidavit.
  - 5. State Sales Tax Certificate & ID #.
  - 6. Federal ID #.
- D. Documents required with each pay request: Add monthly update and execution of Disclosure Affidavit and Lien Waivers from all Contractors/Material Suppliers over an aggregate contract amount of \$5,000.00.

**PART 2 - PRODUCTS**

**2.1 NOT USED**

**PART 3 - EXECUTION**

**3.1 NOT USED**

**END OF SECTION**

SECTION 01 0060

CONTRACTOR INFORMATION

Contractor's Name: \_\_\_\_\_ Project's Scheduled Start Date: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_ Project's Scheduled Completion: \_\_\_\_\_

Office Telephone #: \_\_\_\_\_ Contractor's Scheduled Start Date: \_\_\_\_\_

Job Site Telephone #: \_\_\_\_\_ Contractor's Scheduled Completion: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Notice to Proceed Start: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contractor's Actual Start Date: \_\_\_\_\_

Cell Telephone #: \_\_\_\_\_ Contractor's Actual Completion: \_\_\_\_\_

Construction Superintendent: \_\_\_\_\_ Contractor Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Cell Telephone #: \_\_\_\_\_ Contract Retainage: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ Pay Request Submittal Date: \_\_\_\_\_

\_\_\_\_\_ Pay Request Payment Date: \_\_\_\_\_

\_\_\_\_\_ Contractor's License #: \_\_\_\_\_

\_\_\_\_\_ Contractor's Federal ID #: \_\_\_\_\_

\_\_\_\_\_ Sales Tax ID #: \_\_\_\_\_

Specification Sections: \_\_\_\_\_ Insurance Company Name: \_\_\_\_\_

\_\_\_\_\_ Insurance Agency Name: \_\_\_\_\_

\_\_\_\_\_ Ins. Agency Telephone #: \_\_\_\_\_

Documents Required Before Start of Construction:

- Certificate of Insurance  Contractor's License
- Worker's Comp Certificate  Safety Program
- Hazardous Communication Program  Material Data Safety Sheets (MSDS)
- \_\_\_\_\_  \_\_\_\_\_

Documents Required Before First Application for Payment:

- Signed Contract  Approved Schedule of Values
- Executed Disclosure Affidavit  State Sales Tax Certificate
- Performance/Payment Bond (if required)  Preface Letter Signed Off Sheet
- \_\_\_\_\_  \_\_\_\_\_

END OF SECTION



**SECTION 01 0070**

**DISCLOSURE AFFIDAVIT**

State of \_\_\_\_\_

Project Name: NDSCS Robertson Hall Exteriors

County of \_\_\_\_\_

Project Location: Wahpeton, North Dakota

Project Owner: NDSCS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, a resident of \_\_\_\_\_ County, State of \_\_\_\_\_, who by me first duly sworn, deposed and said:

My name is \_\_\_\_\_ and I am (title) \_\_\_\_\_ of

\_\_\_\_\_, hereinafter called the Company, and I am duly authorized to make this Affidavit.

The Company and I do both represent and warrant that below are the Subcontractors, Material Men, and Suppliers that we will use on the above referenced Project:

Spec Section	Description of Work	Company Name, Address, Phone	Total for Project	Total for Pay Request	Balance to Finish

Attach additional sheets if necessary

I, and the Company, do both further represent and warrant that we will not substitute any of the above Subcontractors, Material Men or Suppliers without the prior written consent of the Project Owner, which will not be unreasonably withheld.

If for any reason any of the above Subcontractors, Material Men or Suppliers are unacceptable to the Project Owner and/or the Project Owner's Architect, I and the Company, do both agree to submit a Subcontractor, Material Men or Supplier that is reasonably acceptable to the Project Owner.

I, and the Company, do both agree that upon obtaining payments from the Project Owner, we will promptly pay our Subcontractors, Material Men and Suppliers, and will take any other action necessary to prevent the filing of any liens on the Project.

The Company, and I do both agree to obtain lien waivers and releases from all of the above Subcontractors, Material Men or Suppliers required by the Owner, within ten (10) days of receipt of payments from the Project Owner. The lien waivers and release documents will be on standard forms acceptable to the laws of the State in which the project is located.

The Company, and I do both agree that the Project Owner and/or the Project Owner's Architect, may contact any of the above listed Subcontractors, Material Men or Suppliers to verify that timely payments have been made. If such payments have not been made, the Project Owner is authorized to withhold future payments in amount sufficient to protect the Project Owner's interests.

I, and the Company, do both further agree to indemnify and hold harmless the Project Owner from any and all claims, liens, judgments, damages, costs (including court costs and attorney's fees incurred by the Project Owner) and expenses suffered or incurred as a result of our failure to pay for labor, material or subcontracted work used in connection with, or specifically fabricated for, the work performed under the Agreement.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned:

Authority on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public, State of: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**END OF SECTION**

**SECTION 01 0410****PROJECT COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.

**1.2 REQUIREMENTS INCLUDED**

- A. Coordinate Work under administration of the Contract by the Prime Contractor.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 0050 - Administrative Provisions.

**1.4 CONSTRUCTION MOBILIZATION**

- A. Cooperate with the Owner in the allocation of mobilization areas of site: for field offices and sheds, for access, traffic, and parking facilities. During construction coordinate use of site and facilities through the Owner.
- B. Comply with Prime Contractor's procedures for intra-project communications: Submittals, reports, records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- C. Comply with instructions of Prime Contractor for use of temporary utilities and construction facilities.

**1.5 SCHEDULES**

- A. Submit preliminary progress schedule in accordance with Section 01 3100 Project Management and Coordination to Prime Contractor. After review, revise and resubmit schedule to comply with revised Project schedule.
- B. During progress of work revise and resubmit as directed by Prime Contractor.

**1.6 SUBMITTALS TO CONTRACTOR**

- A. Make submittals to Prime Contractor for their review.
- B. Submit requests for interpretation of Contract Documents and obtain instructions through the Prime Contractor.
- C. Process requests for substitutions, and change orders, through the Prime Contractor.
- D. Deliver closeout submittals for review and preliminary inspections, and approval by the Prime Contractor.

**1.7 COORDINATION**

- A. Provide information required by Prime Contractor for their preparation of coordination.
- B. Attend pre-construction meeting with the Owner and Prime Contractor as scheduled per the Contractor.
- C. Prime Contractor to coordinate and preside over monthly construction meetings.

**1.8 CLOSEOUT PROCEDURES**

- A. Notify the Prime Contractor when the Work is considered ready for Substantial Completion. Accompany Architect and Prime Contractor on preliminary inspection to determine items to be listed for completion or correction in Contractor's notice of Substantial Completion.
- B. Comply with Prime Contractor's instructions to correct items of work listed in executed Certificates of Substantial Completion.
- C. Comply with Prime Contractor's instructions for completion of items of work mined in final inspection.

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 NOT USED**

**END OF SECTION**

**SECTION 01 0900****SUMMARY OF PROJECT PARAMETERS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. This Section includes a summary of general parameters of the Work covered by the Contract Documents for bidding, contracting and construction of the project. Specific requirements of work are indicated within individual Specification Sections.

**1.2 REFERENCES**

- A. Definitions
  - 1. Prime Contractor: Universal term for the construction firm contracted directly with the Owner and responsible for coordination between all contracts (scopes or work) and contractors.
    - a. The Subcontractor will perform the Work under a contract with the Prime Contractor.
  - 2. Construction Documents: Project Manual, Drawings and Addenda.
- B. Project:
  - 1. NDSCS Robertson Hall
  - 2. 1311 4<sup>th</sup> St N
  - 3. Wahpeton, ND 58075
  - 4. Description: Exterior Improvements.
  - 5. Square Footage: As referenced on the Drawings.
- C. Codes/Authority Having Jurisdiction
  - 1. City of Wahpeton, ND.
  - 2. Codes Governing Project: As referenced on the Drawings.
- D. Contract Delivery Format
  - 1. A101- 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.
- E. Owner
  - 1. North Dakota State College of Science (NDSCS)
  - 2. David Cooper, Director of Facilities Management
  - 3. Patterson Maintenance Center
  - 4. 800 6<sup>th</sup> St N
  - 5. Wahpeton, ND 58076
- F. Architect of Record
  - 1. Richard A. Wiemken, AIA
  - 2. R.L. ENGBRETSON ARCHITECTS FARGO LLC
  - 3. 4040 42nd Street South, Suite Q
  - 4. Fargo, ND 58104
  - 5. (701) 293-5735

- 6. Project Manager: Donovan Larson
- 7. Assistant Project Manager: Melissa Grasto

**PART 2 - PRODUCTS**

**2.1 NOT USED**

**PART 3 - EXECUTION**

**3.1 NOT USED**

**END OF SECTION**

**SECTION 01 1000****SUMMARY OF WORK****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. This Section includes a summary of the Work covered by the contract documents for bidding, contracting and construction of the project. Specific requirements of work are indicated within individual Specification Sections.
- C. Section Includes:
  - 1. Safety and health.
  - 2. General requirements of contracts.
  - 3. Project information.
  - 4. Work covered by Contract Documents.
  - 5. Access to site.
  - 6. Work sequence.
  - 7. Coordination with Sequenced Owner Occupancy.
  - 8. Work restrictions.
  - 9. Specification and drawing conventions.
- D. Permits:
  - 1. Prime Contractor will obtain building permits. All other permits and fees required for specific Work will be obtained and paid for by the respective Contractor doing the specific work and included in the Contractor's bid.
- E. Related Sections:
  - 1. Section 01 0900 – Summary of Project Parameters.
  - 2. Section 01 1014 – Construction Schedule.
  - 3. Section 01 5000 – Construction Facilities and Temporary Controls.

**1.2 REFERENCE STANDARDS**

- A. For work or products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or regulatory agencies. For information about association or trade standards referenced in this Project Manual, see Section 01 4200 – References.
- B. Comply with the most current version of the standard as of the date of Owner-Contractor Agreement, except when a particular date/version is specified.

**1.3 SAFETY AND HEALTH**

- A. Safety and Health Regulations: Applicable provisions of the publications, standards, and regulations listed herein. The publications listed below form a part of this Specification to the extent referenced.
  - 1. Code of Federal Regulations (CFR):

- a. OSHA Standard 29 CFR 1910 – Occupational Safety and Health Standards
  - b. OSHA Standard 29 CFR 1926 – Safety and Health Regulations for Construction.
  - c. Environmental Protection Agency (EPA) 40 CFR, Part 61 - National Emission Standards for Hazardous Air Pollutants.
  - d. Environmental Protection Agency (EPA) 40 CFR Chapter I, Subchapter R, Toxic Substance Control.
2. Federal Standards: FED-STD 313B, Material Safety Data Sheets, Preparation and the Submission of.
  3. Other local, State, or Federal codes and regulations as referenced in the individual Specification Sections.
- B. Contractor Responsibility
1. Each Contractor must have a Safety Plan in place before proceeding with the Work. Submit Safety Plan to the Prime Contractor for review before Construction start.
  2. Contractor is responsible for the safety of its own personnel; other workers; visitors; the public; the Owner and its employees; and Architect and Engineer employees; by implementing and maintaining a safe working environment through:
    - a. A company safety program.
    - b. Monitoring the Site for unsafe conditions, OSHA violations and unsafe acts, and resolutions of violations and unsafe conditions or acts.
  3. Contractor and its employees must notify Prime Contractor immediately of any unsafe conditions, OSHA violations and/or unsafe acts.
  4. The Prime Contractor is responsible for the overall safety on the job site and assumes full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of Work. The contractors working on the project or material suppliers delivering to the project are responsible to the Prime Contractor, Owner and Architect to abide by all Federal, State and local safety laws.
  5. Contractor/Supplier will hold the Owner, Architect, other design consultants, and Prime Contractor harmless for any action on the Contractor's/Supplier's part, or that of his/her employees or subcontractors, that results in illness, injury or death.
  6. Contractor will administer preventive measures necessary to protect and provide care for Contractor, subcontractor, and materials supplier employees.

#### **1.4 GENERAL REQUIREMENTS OF CONTRACTS**

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
1. Unless otherwise indicated, the Work described in this Section for each contract (Bid Package) with Owner refers to complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
  2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors will negotiate a reasonable settlement to avoid or minimize interruption and delays.

#### **1.5 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Contract Documents, which describe the Work, include these two major components:
1. The Project Manual contains Contract Requirements, General Conditions and Technical Divisions and Sections. The Table of Contents, bound herein, lists the sections of the Project Manual.
  2. The Drawings, bound separately, include but are not limited to graphic plans, elevations, sections, isometrics and two-dimensional details along with written notes. Title Sheet T1 contains the Sheet Index, which lists all Drawings.

- B. All work related to the project is identified in the Contract Documents. Each Contractor will review all of the Contract to fully determine the scope of their work and the scope of work by others. Nothing in this Section overrides or changes the Contract Documents. Disputes regarding the assignment of work between contractors will be interpreted by the Prime Contractor and recommendations for resolution of such dispute will be presented to the Architect for a decision.
- C. No items in the Contract Documents will be interpreted as a work assignment to any particular industry trade. Prime Contractor is responsible for determining work scopes in accordance with the prevailing practices in the area of the project.
- D. Contractors will not be limited in the number of Bid Package Contractor/Supplier Contracts they can bid. Contractors are requested, but not required, to submit a separate bid for each contract in addition to a bid for each combination of Contracts. The Owner and Prime Contractor reserve the right to award Contracts or any combination of Contracts based on the bids received.
- E. Materials and equipment may be furnished by the Owner or others to be incorporated into designated Contracts. The designated contractor is to accept delivery, unload or otherwise handle, store, and install such items as if it were their own purchase.
- F. Signage by Contractors: Prime Contractor must approve all signage by contractors. Signage must meet the Owner's or Authority having Jurisdiction's signage allowances, etc.

## 1.6 ACCESS TO SITE

- A. General: Contractor has full use of the Project site for construction operations during the construction period, as indicated on Drawings by the Contract limits, and as indicated by requirements of this Section. Contractor's use of the Project site is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of the Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, A/E team, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

## 1.7 WORK SEQUENCE

- A. Each Contractor/Supplier will coordinate its work with all other contractors and trades to enable efficient, continuous and direct pursuit of the Work to obtain completion by dates per Section 00 1014 - Construction Schedule, and the start and completion dates set forth by the Prime Contractor.
- B. Order all materials immediately upon award of respective contracts.
- C. Refer to Sections 01 3100 - Project Management and Coordination and 01 7000 - Execution Requirements, for Prime Contractor coordination and scheduling responsibilities.
- D. All Contractors are to include jobsite delivery, unloading and hoisting of materials included in their Bid Package. Also included are scaffolds, lifts, etc., associated with the Work.
- E. All shop drawing submittals and, if necessary, re-submittals are to support project schedule. Complete shop drawing submittals are required within time indicated by the Prime Contractor for respective bid packages.

- F. All deliveries and work must support the project schedule.
- G. All Contractors agree to staff the project with adequate tradespeople, tools, equipment, etc. to support the project schedule. It is understood that contractors are expected to work multiple shifts, extra hours, weekends and possible holidays, if necessary, to support the project schedule.
  - 1. Exceptions to this are time working restrictions under the Laws of the Authority having Jurisdiction.
- H. Contractors agree to make additional forces available in the event that they are asked by the Prime Contractor to work during premium time hours. This situation may arise if certain areas become congested, if other work is falling behind, if fumes from paint become too great, etc.
  - 1. Before beginning any premium time work, the Contractor is to submit premium time rates to the Prime Contractor for approval.
  - 2. All premium time hours are to be documented by the Contractor and daily tickets must be signed by the Prime Contractor's Superintendent.

## 1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and other requirements of Authority having Jurisdiction.
  - 2. Overall Construction Schedule may be affected by Owner/Tenant events and activities. Contractors shall coordinate scheduled work with Owner/Tenant.
- B. On-Site Work Hours: Limit work in the building to normal business working hours of 8 a.m. to 5 p.m., Monday through Friday, except as otherwise indicated. A representative of the Prime Contractor must be on site during all contractor work.
  - 1. Weekend Hours: As scheduled by Prime Contractor.
  - 2. Early Morning Hours: As scheduled by Prime Contractor.
  - 3. Overnight Hours: As approved by Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions, and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Prime Contractor not less than 3 days in advance of proposed utility interruptions.
- D. Non-smoking Building: Smoking is not permitted inside the building or within 30 feet of entrances, operable windows, or outdoor air intakes, once the building is enclosed or when determined by the Owner/Prime Contractor, whichever is earlier.
  - 1. The first time a Contractor/Supplier employee violates this requirement they will receive a warning. The Contractor/Supplier will be fined \$250 per incident.
  - 2. The second time a Contractor/Supplier employee violates this requirement they will be escorted from the Project site. The Contractor/Supplier will be fined \$500 per incident.
  - 3. The third time a Contractor/Supplier employee violates this requirement they will be escorted from the Project site and not allowed to return. The Contractor/Supplier will be fined \$1,000 per incident.
- E. Controlled Substances: Use of non-smoking tobacco products and other controlled substances within the building is not permitted.
- F. Employee Screening: Comply with the Prime Contractor's requirements regarding drug and background screening of Contractor personnel working on the Project site.

## **1.9 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

## **PART 3 - EXECUTION**

### **3.1 NOT USED**

**END OF SECTION**



**SECTION 01 2200****UNIT PRICES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for unit prices.
- D. Related Sections:
  - 1. Section 01 2500 – Contract Modification Procedures, for information about submitting and handling Change Orders.
  - 2. Section 01 3100 – Project Management and Coordination, for coordinating with other trades affected by or adjacent to the work.
  - 3. Section 01 4000 – Quality Requirements.
  - 4. Section 07 9200 – Joint Sealants, for required work.

**1.2 REFERENCES**

- A. See Section 01 4200 – References for all Definitions, Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 – References, for universal definitions related to the Work.
  - 2. Unit Price: An amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by the appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

**1.3 PROCEDURES**

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

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 SCHEDULE OF UNIT PRICES**

## A. Unit Price 1.

1. Description: Partial masonry removal, replacement and reinstallation repair.
2. Unit of Measurement: One square foot.

## B. Unit Price 2.

1. Description: Partial depth masonry tuckpointing repair.
2. Unit of Measurement: One square foot.

## C. Unit Price 3.

1. Description: Removal and reinstallation of approximately 3/8 to 1/2-inch wide horizontal sealant brick relief angle joint.
2. Unit of Measurement: One lineal foot.

## D. Unit Price 4.

1. Description: Removal and reinstallation of approximately 3/8 to 1/2-inch wide vertical sealant and backer rod at exterior exposed steel building expansion joint.
2. Unit of Measurement: One lineal foot.

## E. Unit Price 5.

1. Description: Removal and reinstallation of exterior opening perimeter backer rod and sealant joint.
2. Unit of Measurement: One lineal foot.

**END OF SECTION**

**SECTION 01 2500****CONTRACT MODIFICATION PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for handling and processing Contract modifications.
- C. Related Sections:
  - 1. Section 01 2900 – Payment Procedures.
  - 2. Section 01 3300 – Submittal Procedures.
  - 3. Section 01 6000 – Materials and Equipment, for administrative procedures to handle requests for substitutions made after Contract award.

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 MINOR CHANGES IN THE WORK**

- A. Architect will issue Supplemental Instructions (SI) authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

**3.2 CHANGES IN THE WORK**

- A. Submit a detailed breakdown of the cost of any changed Work including an itemized list of quantities with the applicable unit costs and extended price for each.
  - 1. Include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) added together constitute the Basic Cost of the Changed Work.
    - a. Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid to the worker in accordance with established management labor agreements.
    - b. Burden of labor, which is only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.
    - c. Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated.
    - d. Compute the cost of subcontractor Work in the same way as indicated above.
    - e. Add applicable sales tax on materials after above computations are completed.

2. The total aggregate maximum that will be allowed for overhead and profit in addition to the Basic Cost of the Changed Work is as follows, expressed as a percentage of the Basic Cost of the Changed Work:

Overhead/Profit	
To the Contractor or Subcontractor for that Work performed with their own assets/forces	10%
To the Contractor or Subcontractor for that Work performed by other than its own assets/forces	5%

- a. Total markup on any changed Work, including overhead and profit for all tiers, exceeding fifteen percent (15%) is not allowed.
  - b. The percentages allowed on any particular change for profit and overhead may be less than the maximums allowed, depending on:
    - 1) The nature of the change.
    - 2) Extent or complexity of the change.
    - 3) If the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing a Change Order to a Subcontractor).
3. Contractors, subcontractors and suppliers at any tier shall divide the overhead and profit amount actually allowed on any changed Work.
  4. The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs.
  5. If required by the Owner or the Architect, submit a detailed breakdown and appropriate backup to justify labor burden.
  6. The Owner and Architect reserve the right to reject any labor burden that is inconsistent with other similar contractors or where the cost of fringe benefits is in excess of established labor agreements.
  7. The burden on labor noted as general overhead is not allowed.
  8. Quote material, equipment and supply costs at the actual cost to the party supplying the material or equipment.
  9. Submit evidence to substantiate the costs:
    - a. Quote costs at trade discount prices, with quantity discounts also applied where the quantities warrant.
    - b. Cash or prompt payment discounts need not be credited.
    - c. In any proposal with material, equipment and supply credits, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material that has been delivered.
    - d. No cancellation, restocking or similar charge is allowed unless actually incurred by the purchaser and not allowed when the product has not been shipped.
  10. The percentages allowed for overhead and profit must include:
    - a. Field and office supervision and administration (including extended home office overhead and field supervision personnel);
    - b. General insurance, except insurance included specifically as part of the labor burden;
    - c. Use or replacement of tools;
    - d. Shop burden;
    - e. Equipment purchase/ rental;
    - f. Engineering and estimating costs;
    - g. Performance and payment bond costs;
    - h. Cost of safety measures (including those imposed by OSHA);
    - i. Shipping, drayage and demurrage;
    - j. Parking charges;
    - k. Cleanup and debris removal;
    - l. Testing;
    - m. Permits;
    - n. Or any other costs.

11. Add overhead, profit and sales tax on materials the Basic Cost of the Changed Work.
12. Apply overhead and profit only to net difference where the extra exceeds the credit for Changes involving both extra and credit amounts.
13. Subject to review by the Architect, a reasonable allowance for overhead and profit may be credited to the Owner for Changes resulting in a credit in the Basic Cost of the Changed Work.
  - a. No credit for overhead and profit will be required where the net change credit is minor or where the change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor.
  - b. In the event of substantial subcontract credits, or for Work not performed by the Contractor, a reasonable overhead and profit credit will be allowed to the Owner.

### 3.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests (PR): The Architect will issue a description of proposed changes in the Work that may require adjustment to the Contract Sum and/ or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  2. Within the time specified in the Proposal Request or 10 days after receipt of the Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made as required in paragraph 3.2.
    - b. If requested, furnish data to substantiate quantities.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals (Change Order Request (COR)): If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Prime Contractor as required in paragraph 3.2.
  1. Include a complete description of the proposed change, a statement outlining reasons for the change and the effect of the change on the Work.
  2. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  3. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  4. Comply with requirements in Section 01 6000 – Materials and Equipment, if the proposed change requires substitution of one product or system for product or system specified.

### 3.4 CHANGE ORDER PROCEDURES

- A. Upon Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Architect.

### 3.5 CONSTRUCTION CHANGE DIRECTIVES

- A. The Architect may issue a Construction Change Directive (CCD) instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. A Construction Change Directive contains a description of a change in the Work and designates the method to determine the change in the Contract Sum and/ or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Change Directive.
  - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract as required in paragraph 3.2.

**END OF SECTION**



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
NDSCS Robertson Hall Exterior  
1311 4<sup>th</sup> St N  
Wahpeton, ND 58075

**CONTRACT INFORMATION:**  
Contract For:  
Date:

**CHANGE ORDER INFORMATION:**  
Change Order Number:  
Date:

**OWNER:** *(Name and address)*  
North Dakota State College of Science  
Patterson Maintenance Center  
800 6th St N  
Wahpeton, ND 58075

**ARCHITECT:** *(Name and address)*  
R.L. Engebretson Architects Fargo LLC  
4040 42nd Street South, Suite Q  
Fargo, ND 58104

**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	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be unchanged by ( ) days.  
The new date of Substantial Completion will be

**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.**

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
  
\_\_\_\_\_  
*(Printed name, title, and license number if required)*  
  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*  
  
\_\_\_\_\_  
*(Printed name and title)*  
  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**OWNER** *(Signature)*  
  
\_\_\_\_\_  
*(Printed name and title)*  
  
\_\_\_\_\_  
*Date*



**SECTION 01 2501**

**CHANGE PROPOSAL**

Change Proposal No. \_\_\_\_\_

Date of Proposal \_\_\_\_/\_\_\_\_/\_\_\_\_

Description of Work \_\_\_\_\_

**Labor Breakdown (use additional sheets if necessary)**

Labor Classification	# of People	Hours	Labor Rate/Hr	Labor Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Labor Costs .....</b>				<b>\$</b>

**Material Breakdown (use additional sheets if necessary)**

Material Description	Quantity	Unit	Unit Cost	Material Amounts
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Subtotal Material Costs .....				\$
Sales Tax _____ % .....				\$
<b>Total Material Costs .....</b>				<b>\$</b>

**OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc)**

Description	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$
				\$
				\$
<b>Total Other Direct Costs .....</b>				<b>\$</b>

<b>1. Total Labor Costs.....</b>	<b>\$</b>			
<b>2. Total Material Costs.....</b>	<b>\$</b>			
<b>3. Total Other Direct Costs.....</b>	<b>\$</b>			
<b>4. Total Labor, Material &amp; Other Direct Costs.....</b>			<b>\$</b>	
<b>5. Profit &amp; Overhead ( ____%) of Line 1.....</b>			<b>\$</b>	
<b>6. Profit &amp; Overhead ( ____%) of Line 2.....</b>			<b>\$</b>	
<b>7. Profit &amp; Overhead ( ____%) of Line 3.....</b>			<b>\$</b>	
<b>8. Total Change Proposal Costs (lines 4, 5, 6 &amp; 7) .....</b>				<b>\$</b>

Contractor's Name: \_\_\_\_\_

Signed By: \_\_\_\_\_







**SECTION 01 2900****PAYMENT PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements necessary to prepare and process Applications for Payment.
- C. Related Sections:
  - 1. Section 00 6278 – Stored Materials, for information about when materials are acceptably stored off the construction site.
  - 2. Section 00 6279 – Agreement for Materials or Equipment Stored Off-Site, for Form of Agreement to be executed by Prime Contractor when materials are stored away from the site where project's construction is taking place.
  - 3. Section 01 0050 – Administrative Provisions.
  - 4. Section 01 2500 – Contract Modification Procedures, for administrative procedures for handling changes to the Contract.
  - 5. Section 01 7700 – Closeout Procedures, for administrative and procedural requirements for contract closeout.

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 SCHEDULE OF VALUES**

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Overall Construction Schedule.
  - 2. Contractor will submit the project's Schedule of Values to Architect at the earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment. Reference submittal requirements of the Bid Form.
  - 3. Payments: Provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Itemize the work for each Specification Section into line items for materials and labor WITHOUT costs associated with Contractor's General Conditions or Overhead and Profit.
  - 2. Include the following Project identification on the Schedule of Values:

- a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
3. Submit draft of AIA Document G703 Continuation Sheets.
  4. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  5. Include a breakdown of the Contract Sum in detail required by other sections of this Contract, to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Use several line items for principal subcontract amounts, where appropriate.
  6. Round amounts to nearest whole dollar; total must equal the Contract Sum.
  7. Include a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may contain materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
  8. Include separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  9. Allowances:
    - a. Include a separate line item in the Schedule of Values for each allowance.
    - b. Show line-item value of unit-cost allowances, as a product of the unit cost multiplied by measured quantity.
    - c. Use information indicated in the Contract Documents to determine quantities.
  10. Each item in the Schedule of Values and Applications for Payment must be complete, including only the total cost for construction.
    - a. Temporary facilities and other major cost items that are not a direct cost of actual work-in-place may be either shown as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
    - b. Include the following line items at the bottom of the Schedule of Values:
      - 1) The Contractor's Cost for the project's General Conditions.
      - 2) The Contractor's Cost for Overhead and Profit.
    - c. Schedule Updating: Update and resubmit the Schedule of Values before each Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum, and to reflect payments received.

### **3.2 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment must be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Prime Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit progress payments by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries must match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued and approved by all parties before last day of construction period covered by application.
- F. Transmittal: Submit a signed and notarized original copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours. Include waivers of lien and similar attachments if required.
  - 1. Transmit with a transmittal form listing attachments and recording appropriate information about the application.
- G. Disclosure Affidavit: Reference General Conditions Article 9.2 and Section 01 0070 – Disclosure Affidavit.
  - 1. Submit the Disclosure Affidavit before start of work.
  - 2. Complete a general description of the specified material or equipment provided. Note any deviation from the specifications. Any substitutions must have documentation of product approval as an equal by Addendum.
  - 3. The Owner, Architect reserve the right to reasonably object to any proposed Subcontractors or Suppliers. All Subcontractors and Suppliers must be approved before start of work.
  - 4. With each subsequent pay application for the duration of the Work, submit a current Disclosure Affidavit, with one signed as an original, that reflects any and all updates to subcontractor and supplier names and amounts.
  - 5. Post this list in the on-site construction office for reference by the Architect.
- H. Waivers of Mechanic's Lien with each Application for Payment: Submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for the construction period covered by the previous application.
  - 1. Submit partial waivers on each item for the amount requested in the previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.
  - 4. Waiver Forms: Submit waivers of lien on forms executed in a manner acceptable to Owner.
- I. Initial Application for Payment: The following administrative actions and submittals must precede or coincide with submittal of first Application for Payment:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Products list.
  - 5. Schedule of unit prices.
  - 6. Submittals Schedule (preliminary if not final).

7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds, if and/ or when required.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for the portion of the Work claimed as substantially complete.
1. Include documentation supporting the claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application must reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations, where required, and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion.
  9. Final, liquidated damages settlement statement.

**END OF SECTION**



# Document G702® - 1992

## Application and Certificate for Payment

**TO OWNER:** North Dakota State College of Science  
800 6th Street N  
Wahpeton, ND 58075

**PROJECT:** NDSCS Robertson Hall Exterior  
1311 4th St N  
Wahpeton, ND 58075

**APPLICATION NO:**

**PERIOD TO:** May 12, 2026

**CONTRACT FOR:** General Construction

**CONTRACTOR:** [ ]

**ARCHITECT:** [ ]

**FIELD:** [ ]

**OTHER:** [ ]

**FROM** R.L. Engebretson Architects Fargo LLC

**CONTRACTOR:** 4040 42nd Street South, Suite Q  
Fargo, ND 58104

**ARCHITECT:**

**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.

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.

1. ORIGINAL CONTRACT SUM ..... \$0.00
  2. NET CHANGE BY CHANGE ORDERS.....
  3. CONTRACT SUM TO DATE (Line 1 ± 2).....
  4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....
  5. RETAINAGE:
    - a. 0.00% of Completed Work  
(Column D + E on G703: \$0.00)=
    - b. 0.00% of Stored Material  
(Column F on G703: \$0.00)=
- Total Retainage (Lines 5a + 5b or Total in Column I of G703).....

**6. TOTAL EARNED LESS RETAINAGE**.....  
(Line 4 Less Line 5 Total)

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT**.....  
(Line 6 from prior Certificate)

**8. CURRENT PAYMENT DUE**..... \$0.00

**9. BALANCE TO FINISH, INCLUDING RETAINAGE**..... \$0.00  
(Line 3 less Line 6)

**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:**

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
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>		\$0.00

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.







**SECTION 01 2903  
WAIVER OF LIEN  
MATERIAL OR LABOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

To All Whom It May Concern:

Whereas the undersigned:

\_\_\_\_\_ Contractor / Sub contractor / Material Supplier

Has been employed by:

\_\_\_\_\_ Contractor / Owner

To furnish labor and /or materials for:

\_\_\_\_\_ Nature of the Work

For the Building and Premises known as:

\_\_\_\_\_ Project name

\_\_\_\_\_ Address

\_\_\_\_\_ City, State Zip Code

Now, Therefore, Know Ye, That

\_\_\_\_\_ the undersigned for and in consideration of the sum of

\_\_\_\_\_ Dollars

And other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim or right to lien on said above described building and premises under The Statutes of the State of \_\_\_\_\_ Relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished, by the undersigned to or on account of the said Firm or Individual therein named for said building or premises.

Sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Send your next Application for Payment Request and a Signed Lien Waiver for the Previous Payment received to:

RLE  
4040 42nd Street South, Ste. Q  
Fargo, ND 58104

No Further Funds will be disbursed without a Signed Lien Waiver.

**SECTION 01 3100****PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative provisions for coordinating construction operations on the Project.
- C. Work Included:
  - 1. Administrative and supervisory activities.
  - 2. Project meetings.
- D. Related Sections:
  - 1. Section 01 3200 – Construction Progress Documentation, for preparing and submitting Prime Contractor's Construction Schedule.
  - 2. Section 01 4000 – Quality Requirements, for quality control procedures.
  - 3. Section 01 7000 – Execution Requirements, for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 4. Section 01 7700 – Closeout Procedures, for coordinating Contract closeout.

**1.2 QUALITY ASSURANCE**

- A. On-Site Personnel: Staff with personnel as required for proper performance of the Work, including, but not limited to, the following people:
  - 1. Construction Superintendent.
  - 2. Project Manager.
  - 3. Quality Control Specialist.
- B. Coordinate construction operations included in each Section of the Project Manual to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in Sections that depend on one another for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
- C. Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Processing of submittals.
  - 5. Project meetings.
  - 6. Project closeout activities.
  - 7. Startup and adjustment of systems.

8. Quality control.

### 1.3 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments and Section 01 0060 - Contractor Information.
  1. Post copies of the list in the field office. Keep the list current at all times.
- B. Distribute project correspondence, meeting minutes, and submittals by electronic means to all parties. Unless otherwise required under this Contract, keep project records using digital or electronic formats and methods.

## PART 2 - PRODUCTS

### 2.1 NOT USED

## PART 3 - EXECUTION

### 3.1 PROJECT MEETINGS

- A. Schedule and conduct meetings and conferences at the Project site, unless otherwise indicated.
  1. Inform participants and others involved, and individuals whose presence is required, of the date and time of each meeting. Notify Owner, Architect and other concerned parties of scheduled meeting dates and times.
  2. Prepare the meeting agenda. Distribute in electronic format to all parties at least 24 hours before the meeting.
  3. Record all significant discussions, decisions made and agreements achieved. Record all corrective actions that are required, and who will complete such work.
    - a. Distribute the meeting minutes in electronic format to everyone concerned, including Owner and Architect, within three days of the meeting. Include in distribution list each party present and parties who should have been present.
- B. Preconstruction Conference: Convene before starting construction, at a convenient time for the Owner and Architect, but no later than 14 days after the execution of the Agreement.
  1. Attendees: All attendees must be familiar with the Project and authorized to conclude matters relating to the Work.
    - a. Owner
    - b. Prime Contractor
    - c. Architect
    - d. Consultants relative to the Work being performed
    - e. Major suppliers and contractors
    - f. Other concerned parties
  2. Agenda:
    - a. Introduction of attendees and project roles
    - b. Communication
    - c. The Contract Documents
    - d. Alternates
    - e. Requests for Information (RFIs)
    - f. Purchases/deliveries
    - g. Submittal procedures
    - h. Project Schedule:
      - 1) Overall schedule

- 2) Phased occupancy
  - 3) Time constraints
  - 4) Possible conflicts
  - 5) 4-week "Look Ahead" scheduling
- i. Pre-installation meetings
  - j. Weather limitations
  - k. Warranty requirements
  - l. Temporary facilities and controls
  - m. Site and Contract limits, site circulation & staging/storage
  - n. Space and access limitations
  - o. Regulations of authorities having jurisdiction
  - p. Testing and inspection requirements
  - q. Protection of adjacent work
  - r. Other issues - topics as they arise
- C. Pre-Installation Meetings: Schedule at least 7 days before the start of any Work. Hold the conference at the Project site or another convenient location. Review responsibilities, personnel assignments, design requirements and sequencing of work.
1. Attendees: All attendees must be familiar with the Project and authorized to conclude matters relating to the Work.
    - a. Owner
    - b. Prime Contractor:
      - 1) Construction Superintendent
      - 2) Project Manager
    - c. Architect/Engineer
    - d. Consultants relative to the Work being performed
    - e. Major suppliers and contractors
    - f. Manufacturer's technical representative
    - g. Other concerned parties
  2. Agenda:
    - a. Introduction of attendees and project roles
    - b. Communication
    - c. The Contract Documents
    - d. Scope of work/relevant technical specification sections
    - e. Who will perform the Work
    - f. Quality and work standards
    - g. Manufacturer's written/documented installation instructions
    - h. Manufacturer's warranty requirements
    - i. Substrate acceptability
    - j. Temporary facilities and controls
    - k. Site and Contract limits, site circulation & staging/storage
    - l. Space and access limitations
    - m. Testing and inspection requirements
    - n. Installation procedures
    - o. Coordination with other work
    - p. Required performance results
    - q. Protection of adjacent work
    - r. Other issues - topics as they arise
- D. Progress Meetings: Conduct Owner/Architect/Contractor (OAC) progress meetings at regular intervals and at locations mutually acceptable to all.
1. Attendees:
    - a. Owner

- b. Prime Contractor:
    - 1) Construction Superintendent
    - 2) Project Manager
  - c. Architect/Engineer:
    - 1) Project Manager
2. Agenda:
- a. Previously discussed items:
    - 1) Review and correct or approve minutes of previous meeting for unfinished business and unresolved construction issues.
    - 2) Leave items on the agenda until they have been resolved and closed. Leave closed items on the agenda for one week after closure.
  - b. Schedules:
    - 1) Overall Project Schedule: Evaluate the progress of the Work. Review all significant issues that could affect the Work's progress.
    - 2) Individual work schedules: Evaluate performance to "On Schedule" targets and milestones. For Work that is behind schedule, secure commitments that the Work will be completed within the Contract time.
    - 3) Review the upcoming time period until the next progress meeting.
    - 4) Review Look-Ahead Schedule.
  - c. Buyouts/Subcontracts status
  - d. Permits/fees/AHJ
  - e. Construction status
  - f. Inspections/special inspections
  - g. Site observation deficiencies
  - h. Submittals
  - i. RFI/SI/PR/CCD
  - j. COR
  - k. Owner
  - l. Architectural
  - m. Electrical
  - n. Punch list/phased occupancy
  - o. Temporary CO/final CO
  - p. Closeout/training
  - q. Other
3. Documentation: Prepare minutes for the meeting and distribute to all in attendance, those who should have been in attendance, and any other significant party to the Work.
- a. When any issue needs correction, revision, question, etc., immediately contact the Prime Contractor to discuss revisions, or to understand the purpose of any decision or action required to maintain the progress of the Work.
  - b. The Prime Contractor will review and document each correction and, if needed, include the issue on the Agenda for the next Construction Progress Meeting to establish a final understanding/decision among all parties.
4. Prime Contractor, after each progress meeting, will update the project's Construction Schedule when revisions and changes have been made or recognized. Issue the updated schedule with the Minutes for every meeting.

**END OF SECTION**

**SECTION 01 3200****CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for documenting the progress of construction during performance of the Work, including but not limited to the following:
  - 1. Communication and correspondence including meeting minutes, Submittals, RFIs, and other project documentation.
  - 2. Schedules:
    - a. Preliminary Construction Schedule;
    - b. Prime Contractor's Overall Construction Schedule; and
    - c. Other Schedules required by other sections of this Project Manual.
  - 3. Submittals: Schedule, method and format for distributing project correspondence and documentation.
  - 4. Reports:
    - a. Prime Contractor's Daily Construction Field Reports
    - b. Material location reports
    - c. Field condition reports
    - d. Special reports
    - e. Other reports required to maintain construction progress on schedule
- C. Related Sections:
  - 1. Section 00 1014 – Construction Schedule, for project start and completion dates.
  - 2. Section 01 2900 – Payment Procedures, for Schedule of Values submittals.
  - 3. Section 01 3100 – Project Management and Coordination, for:
    - a. Execution of Prime Contractor's submittals.
    - b. Distribution of Progress Meeting Minutes recorded.
    - c. Other project schedules.
  - 4. Section 01 3300 – Submittal Procedures, for:
    - a. Submitting schedules and reports.
    - b. Electronic means and methods of distributing project documentation.
  - 5. Section 01 4000 – Quality Requirements, for submittal of Tests and Inspections Schedule.

**1.2 REFERENCES**

- A. See Section 01 4200 – References, for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 – References, for universal definitions related to the Work.

2. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - a. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - b. Predecessor Activity: An activity that precedes another activity in the network.
  - c. Successor Activity: An activity that follows another activity in the network.
3. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
4. CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
5. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
6. Event: The starting or ending point of an activity.
7. Float: The measure of leeway in starting and completing an activity.
  - a. Float time belongs to the Owner, an expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - b. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - c. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
8. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
9. Major Area: A story of construction, a separate building, or a similar significant construction element.
10. Milestone: A key or critical point in time for reference or measurement.
11. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
12. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

### 1.3 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Pre-Scheduling Conference: Conduct conference at Project site to comply with requirements in Section 00 3100 - Project Management and Coordination. Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  1. Review software limitations and content and format for reports.
  2. Verify availability of qualified personnel needed to develop and update schedule.
  3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
  4. Review time required for review of submittals and resubmittals.
  5. Review requirements for tests and inspections by independent testing and inspecting agencies.
  6. Review and finalize list of construction activities to be included in schedule.
  7. Review submittal requirements and procedures.
  8. Review procedures for updating schedule.

## 1.4 SUBMITTALS

- A. All submittals under the provisions of Section 01 3300 – Submittal Procedures, unless noted otherwise. Refer to Section 01 3300 – Submittal Procedures, Paragraph 3.1, for descriptions of submittal items. Submittals listed below are required:
1. Qualification Data: For scheduling consultant.
  2. Submittals Schedule: As specified in Article 3.2 of this Section.
  3. Preliminary Construction Schedule: As specified in Article 3.3 of this Section.
  4. Contractor's Construction Schedule: As specified in Article 3.4 of this Section, in large enough format to show the entire schedule for the entire construction period.
  5. Daily Construction Reports: Submit Daily Construction Reports comprising the activities of a full work week, at weekly intervals.
  6. Material Location Reports: Submit at weekly intervals.
  7. Field Condition Reports: Submit at time of discovery of differing conditions.
  8. Special Reports: Submit at time of unusual event.

## PART 2 - PRODUCTS

### 2.1 NOT USED

## PART 3 - EXECUTION

### 3.1 SCHEDULES, GENERAL

- A. Comply with the following requirements for all schedules:
1. Submit in .pdf format.
  2. Include milestones indicated in the Contract Documents, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
  3. Prepare using a program that was developed specifically to manage construction schedules.
  4. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

### 3.2 SUBMITTALS SCHEDULE

- A. Submit a schedule of all required submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  2. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  3. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during or prior to the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  4. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
- B. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.

6. Scheduled date for Architect's and Prime Contractor's final release or approval

### 3.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit a preliminary horizontal bar-chart-type construction schedule within seven (7) days of the date established for the Notice to Proceed.
- B. Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

### 3.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Extend the schedule from date established for start of Work to date of Final Completion.
  1. The contract completion date will not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- D. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work.
  1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
  2. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 - Submittal Procedures in the schedule. Coordinate submittal review times in Prime Contractor's Construction Schedule with Submittals Schedule.
  3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion. Allow time for Architect's and Prime Contractor's administrative procedures necessary for certification of Substantial Completion.
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in the schedule. Show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Products Ordered in Advance: Include a separate activity for each product. Indicate the earliest possible delivery date.
  3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.

- h. Environmental control.
- 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Fabrication.
  - e. Sample testing.
  - f. Deliveries.
  - g. Installation.
  - h. Tests and inspections.
  - i. Adjusting.
  - j. Curing.
- F. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
  - 1. Refer to Section 01 2900 - Payment Procedures, for cost reporting and payment procedures.
  - 2. Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities unless specified otherwise. With Architect's approval, costs may be assigned to fabrication and delivery activities. Include costs under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  - 3. Each activity cost must reflect an accurate value subject to approval by Architect.
  - 4. Total cost assigned to activities must equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.
- H. Updates: Monthly, or as otherwise required by other Sections of the Contract Documents, update the Overall Construction Schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- I. Distribution: Distribute copies of approved schedule to Architect, Prime Contractor, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

### 3.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.

3. Approximate count of personnel at Project site.
  4. Photographs of work in progress
  5. Equipment at Project site.
  6. Material deliveries.
  7. High and low temperatures and general weather conditions.
  8. Accidents.
  9. Meetings and significant decisions.
  10. Unusual events (refer to special reports).
  11. Stoppages, delays, shortages, and losses.
  12. Meter readings and similar recordings.
  13. Emergency procedures.
  14. Orders and requests of authorities having jurisdiction.
  15. Change Orders received and implemented.
  16. Construction Change Directives received and implemented.
  17. Services connected and disconnected.
  18. Equipment or system tests and startups.
  19. Partial Completions and occupancies.
  20. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at the Project site. The list must be cumulative, showing materials previously reported plus items recently delivered. Include with the list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### **3.6 PHOTOGRAPHIC DOCUMENTATION**

- A. Photographically document the daily work progress to confirm areas currently being worked and work completed.
- B. Photograph physical conditions that may not represent the original building drawings or Architect's design intent for future work.

### **3.7 SPECIAL REPORTS**

- A. Contractors and subcontractors are to submit special reports directly to Prime Contractor within one day of an occurrence. The Prime Contractor will distribute copies electronically to parties affected by the occurrence to the Owner and Architect, and/or any other jurisdictional authority required by law.
- B. When an unusual or significant event occurs at the Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

**END OF SECTION**

**SECTION 01 3300****SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.
- C. Related Sections:
  - 1. Section 01 2900 – Payment Procedures, for submitting Applications for Payment and the Schedule of Values.
  - 2. Section 01 3100 – Project Management and Coordination, for submitting and distributing meeting minutes and for submitting Coordination Drawings.
  - 3. Section 01 3200 – Construction Progress Documentation, for schedule of submittals.
  - 4. Section 01 4000 – Quality Requirements.
  - 5. Section 01 7700 – Closeout Procedures, for submitting closeout documents.
  - 6. Division 02 through Division 33 sections, for specific submittals.

**1.2 REFERENCES**

- A. See Section 01 4200 – References for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 SUBMITTAL TYPES**

- A. General: At minimum, prepare and submit the following items. In addition, prepare any additional submittals required by individual Specification Sections.
  - 1. Subcontractor List
  - 2. Schedule of Values
  - 3. Application for Payment
  - 4. Submittal List
  - 5. Product Submittals
  - 6. Testing Reports
- B. Subcontractor List: Written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
  - 1. Include the following information in tabular form:
    - a. Name, address, and telephone number of the entity performing a subcontract or supplying products.
    - b. Number and title of related Specification Section(s) covered by subcontract.

- c. Drawing number and detail references, as appropriate, covered by subcontract.
2. Mark up and retain one copy as a Project Record Document.
- C. Schedule of Values: As specified in Section 01 2900 – Payment Procedures.
- D. Application for Payment: As specified in Section 01 2900 – Payment Procedures.
- E. Submittal List: A written summary indicating types of products required for the Work and their intended location. Include a unique identifier for each product.
  1. Mark up and retain one returned copy as a Project Record Document.
- F. Product Submittals: As appropriate for the element of construction and type of product or equipment. Samples and other physical materials must be both digitally documented (photographed) and delivered in physical form. Assemble and include in a single submittal the following information:
  1. Product Data: Data sheets and test reports on materials and finish, storage and handling requirements/recommendations.
  2. Letter of Compliance: Manufacturer's letter stating that products will meet or exceed product requirements, including available test reports.
  3. Manufacturer's Installation Instructions: Preparation instructions and recommendations, installation methods and special requirements.
  4. Shop Drawings: Project-specific information showing accurately to scale and dimensioned layout, configuration, profiles, components, tolerances, perimeter and conditions of construction, jointing methods and locations where applicable, and fastening methods. Do not base Drawings on reproductions of the Contract Documents or standard printed data.
  5. Design Data: Structural design calculations, bearing seal and signature of professional engineer licensed to practice in the State in which the project is located.
  6. Manufacturer's Samples for Selection: For each product specified, two complete sets of color samples representing manufacturer's full range of available colors and patterns.
  7. Manufacturer's Samples for Verification: For each product specified, two samples representing the product to be installed.
- G. Maintenance Material: As specified in Section 01 7700 – Closeout Procedures and Section 01 7820 – Operation and Maintenance Data.
  1. Operation and Maintenance Procedures:
    - a. Operating instructions
    - b. Cleaning methods and solutions recommended
    - c. Preventative maintenance recommendations/requirements
  2. Record Documentation.
  3. Bond and Warranty.
  4. Extra Stock:
    - a. Materials
    - b. Spare Parts
    - c. Tools
  5. Maintenance Contracts.

### **3.2 SUBMITTAL PROCEDURES**

- A. Coordination: Coordinate preparation and processing of submittals with construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

- B. Schedule of Submittals: Schedule that includes all submittals for the Project, as specified in Section 01 3200 – Construction Progress Documentation.
1. Include the processing time for each submittal and schedule each submittal in relation to associated construction activities.
  2. Allow enough time for submittal review, including time for re-submittals. Time for review begins when Architect receives the submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing, including resubmittals.
- C. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, that are received from sources other than the Contractor.
1. Transmittal Form: Provide locations on the form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.
  2. On an attached separate sheet, prepared on Prime Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- D. Resubmittals: Make resubmittals in the same form as the initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

### **3.3 CONTRACTOR'S/ SUBCONTRACTOR'S REVIEW**

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

**3.4 PRIME CONTRACTOR'S REVIEW**

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

**3.5 ARCHITECT'S AND ENGINEER'S ACTION**

- A. Architect and Engineer will return, without action, submittals that do not bear Prime Contractor's approval stamp.
- B. The Architect and Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and Engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate action taken.

**END OF SECTION**

**SECTION 01 4000**  
**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for quality assurance and quality control.
- C. Work Included: Testing and inspecting services required to verify compliance with requirements.
  - 1. Quality assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover standard products.
  - 2. Tests, inspections, and related actions do not limit the Contractor's other quality assurance and control procedures that facilitate compliance with the Contract Documents.
  - 3. The provisions of this Section do not limit the Contractor's obligation to provide quality assurance and control services required by Architect, Owner, or Authority having Jurisdiction.
- E. Related Sections:
  - 1. Section 01 3100 – Project Management and Coordination, for coordinating with other trades affected by or adjacent to the work.
  - 2. Section 01 3200 – Construction Progress Documentation, for developing a schedule of required tests and inspections.
  - 3. Section 01 7000 – Execution Requirements.
  - 4. Section 01 7329 – Cutting and Patching, for repair and restoration of construction disturbed by testing, inspecting, and construction activities.
  - 5. Divisions 2 through 33 Sections, for specific test and inspection requirements.

**1.2 REFERENCES**

- A. See Section 01 4200 – References for all Definitions, Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.

**1.3 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with all applicable requirements of the following:
  - 1. International Building Code (IBC)
  - 2. Occupational Safety and Health Administration (OSHA)
  - 3. Environmental Protection Agency (EPA)
- B. Qualifications: Qualification levels described below are the minimum required; individual Specification Sections may specify additional requirements.
  - 1. Installer:
    - a. A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project.
    - b. Minimum five (5) year record of successful in-service performance.
  - 2. Manufacturer:

- a. A firm experienced in manufacturing products or systems similar to those indicated for this Project, with sufficient production capacity to deliver the required units.
  - b. Minimum five (5) year record of successful in-service performance.
3. Fabricator:
    - a. A firm experienced in producing products similar to those indicated for this Project, with sufficient production capacity to deliver the required units.
    - b. Minimum five (5) year record of successful in-service performance.
  4. Professional Engineer:
    - a. An engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the type indicated.
    - b. Experience providing engineering services for installations of a system, assembly, or products that are similar in material, design and extent to those indicated for this Project.
  5. Specialist: Sections of the Project Manual may require that specific construction activities be performed by an entity who is a recognized expert.
    - a. Must satisfy qualification requirements indicated in the Specification Section and be engaged for the activities indicated.
    - b. Requirement for a specialist does not supersede building codes and regulations governing the Work.
  6. Factory-Authorized Service Representative:
    - a. Representative of the manufacturer who is trained and approved by the manufacturer to inspect installations of the manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  7. Quality Control Specialist:
    - a. An employee of the Prime Contractor who is responsible for daily oversight of the quality of work being installed.
    - b. Minimum five (5) years of experience in all aspects of construction, specifications, product data and assemblies.
- C. Owner Testing Responsibilities: Where quality-control services are indicated as the Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with contact information for testing agencies engaged and a description of the types of testing and inspecting they are to perform.
  2. Owner will make payment directly to the Testing Agency.
  3. Contractor will be charged to retest and re-inspect construction that replaces or is necessitated by work that failed to comply with the Contract Documents, and the Contract Sum will be adjusted by Change Order.
- D. Contractor Testing Responsibilities: Tests and inspections not explicitly assigned to the Owner are the Contractor's responsibility.
1. In coordination with the Prime Contractor, establish a quality-control system and perform sufficient inspections and tests of all items of work, including that of subcontractors, to ensure conformance to the Contract Documents for materials, workmanship, construction, finish, functional performance and identification. Controls must be adequate to cover all construction operations.
  2. Perform quality-control services required of the Contractor, whether specified or not.
  3. Engage a third-party qualified testing agency to perform these services.
    - a. Contractor will not employ the same entity engaged by the Owner, unless agreed to in writing by the Owner.
  4. Notify testing agencies at least 24 hours in advance of the time when Work that requires testing or inspecting will be performed.

5. Submit a certified written report of each quality-control service.
    - a. Document inspections and tests as required by each section of the Project Manual. Maintain correct records on an appropriate form for all inspections and tests performed.
    - b. Include instructions received from the Architect, responsible Engineer or Testing Agency, and actions taken as a result of those instructions.
    - c. Include evidence that the required inspections or tests have been performed (including type and number of inspections or test, nature of defects, causes for rejection, etc.), proposed or directed remedial action, and corrective action taken.
    - d. Submit copies of each written report directly to the Authority having Jurisdiction, when they so direct.
  6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are the Contractor's responsibility.
  7. Contractor Tests Required:
    - a. Material or Method Substitution: Tests of basic materials, fabrication equipment or methods offered as a substitute for specified items or methods on which a test may be required.
    - b. Product Performance Verification: The Supplier of products specified based on performance criteria must, at the request of the Architect, inspect the installed product and certify conformance to specified criteria under installed conditions.
    - c. For any test that fails, the installing contractor will pay for corrective measures.
      - 1) The Architect/Engineer will determine the quantity and nature of additional testing, if required. Take all additional tests in the presence of the Architect/Engineer.
      - 2) Noncompliance makes the installing contractor liable for any corrective action that the responsible consultant feels is prudent, including complete removal and replacement of defective material.
      - 3) The installing contractor has the right to have tests performed on any material at any time for his own information and job control, so long as the Owner does not assume the cost. The Owner is not required to consider these test results when appraising quality of materials.
  8. Retesting/Reinspecting: Regardless of whether original tests or inspections were the Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to observe field conditions and to inspect field assembly and installation of components, including service connections. Report observations and recommendations in writing as specified in Section 01 3300 – Submittal Procedures.
- F. Associated Services: Cooperate with third-party agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Quality Control Specialist: The Prime Contractor will provide a full-time, on-site quality specialist to fulfill daily quality control requirements.

## 1.4 SUBMITTALS

- A. Per Section 01 3300 – Submittal Procedures.
- B. Qualification Data: For testing agencies, to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare a schedule of quality-control services required by the Contract Documents.
  - 1. Submit the schedule within 30 days of the start date established for the Work.
  - 2. Prepare in tabular form and include the following:
    - a. Specification Section number and title.
    - b. Description of test and inspection.
    - c. Identification of applicable standards.
    - d. Identification of test and inspection methods.
    - e. Number of tests and inspections required.
    - f. Time schedule or time span for tests and inspections.
    - g. Entity responsible for performing tests and inspections.
    - h. Requirements for obtaining samples.
    - i. Unique characteristics of each quality-control service.
  - 3. Coordinate activities to accommodate required quality-assurance and control services with a minimum of delay, and to avoid removing and replacing construction to accommodate testing and inspecting.
  - 4. Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- D. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and re-inspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

## **PART 3 - EXECUTION**

### **3.1 DAILY QUALITY CONTROL**

- A. The Prime Contractor's Quality Control Specialist will perform quality control tasks for every aspect of the Work to be performed on a particular day.
- B. Review all Project Manual sections, including those sections in Division 00 and Division 01, to understand the requirements for products and execution of the Work. Identify and report to the Architect any inconsistencies between construction documents and the local industry standard for work to be performed.
- C. Lead the preconstruction installation meetings with each subcontractor and supplier who will provide labor or materials relative to the specifications, to achieve understanding and agreement among all parties regarding the quality of Work required.
- D. Review all daily Work as it progresses to ensure that the Work meets or exceeds the quality requirements. Provide the following documentation:
  - 1. A daily log of all activities observed, actions taken, and location of Work performed.
  - 2. Extensive photography/video of the daily work, uploaded daily for Architect to review.
- E. When work fails to meet construction documents and standards, review and oversee corrective action.

### **3.2 PRECONSTRUCTION TESTING**

- A. Where a testing agency is indicated to perform preconstruction testing for compliance with requirements for performance and test methods.
- B. Contractor Responsibilities:
  - 1. Provide test specimens representative of proposed products and construction.
  - 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - 3. Provide sizes and configurations of test assemblies, mock-ups, and laboratory mock-ups to adequately demonstrate the capability of products to comply with performance requirements.
  - 4. When testing is complete, remove test specimens, assemblies, mock-ups, and laboratory mock-ups; do not incorporate products into the Work.
- C. Third-Party Independent Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, with a copy to the Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

### **3.3 INSPECTION**

- A. Before beginning any Work, verify that the substrate is in a satisfactory condition to receive the Work.
- B. If the previous work and/or substrates are not in satisfactory condition, do not proceed with or cover the Work, and immediately notify the Prime Contractor. A Contractor who applies Work to unsatisfactory substrates or adjacent work will be required to reinstall the Work after the substrate or adjacent work is repaired, without additional compensation.

### 3.4 TEST AND INSPECTION LOG

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

### 3.5 PROTECTION

- A. Protect all work from damage by other construction activities.
- B. Quality Control and Testing:
  - 1. Protect and preserve construction exposed by or for quality-control service activities.
  - 2. Protection and any necessary repairs are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.
  - 3. On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
    - a. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
    - b. Comply with the Contract Document requirements for Section 01 7329 – Cutting and Patching.

### 3.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in supplier's original wrappings and containers, labeled with sources' or manufacturer's name, material or product brand name, and lot number if any.
- B. Promptly inspect jobsite material deliveries to ensure that quantities are correct and that materials comply with requirements and are not damaged.
- C. Protect materials from exposure to harmful weather conditions.
- D. Follow manufacturer's recommendations for storage and handling of products.

**END OF SECTION**

## SECTION 01 4200

### REFERENCES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: This Section is the main reference location for all definitions, abbreviations, acronyms, and standards used for the Project.
- C. The Drawings include a list of abbreviations on Sheet T1, which are not included in this Section.

##### 1.2 DEFINITIONS

- A. The definitions in the Project's AIA Documents apply to terms used in the drawings and specifications, unless otherwise noted below:
  - 1. Basic Contract definitions are included in AIA Document A201 - Conditions of the Contract;
  - 2. **"Approved"**: When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
  - 3. **"Directed"**: A command or instruction by Architect. Other terms including "requested", "authorized", "selected", "required", and "permitted" have the same meaning as "directed".
  - 4. **"Indicated"**: Requirements expressed by graphic representations or in written form on Drawings, Specifications, and in other Contract Documents. Other terms including "shown", "noted", "scheduled", and "specified" have the same meaning as "indicated".
  - 5. **"Regulations"**: Laws, ordinances, statutes, and lawful orders issued by Authorities Having Jurisdiction (AHJ), and rules, conventions, and agreements within the construction industry that control performance of the Work.
  - 6. **"Furnish"**: Supply and deliver to Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
  - 7. **"Install"**: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
  - 8. **"Provide"**: Furnish and install, complete and ready for intended use.
  - 9. **"Project Site"**: Space available for performing construction activities. The extent of Project Site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.

##### 1.3 ABBREVIATIONS

- A. Definition: A shortened or contracted form of a word or phrase used to represent the whole word or phrase.
- B. All drawing and specification abbreviations include but are not limited to those shown on drawing Sheet T1.

##### 1.4 ACRONYMS

- A. Definition: An abbreviation formed from the initial letters of other words and pronounced as a word.

B. Acronyms used in these specifications include but are not limited to the following:

Acronym	Description
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ADA	Americans with Disabilities Act
AGC	Associated General Contractors of America
AHJ	Authority Having Jurisdiction
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
EPA	Environmental Protection Agency
FS	Federal Specifications
IBC	International Building Code
MIL	Military Specifications and Standards
NAAMM	National Association of Architectural Metal Manufacturers
NIST	National Institute of Standards and Technology
NOMMA	National Ornamental & Miscellaneous Metals Association
NRMCA	National Ready Mix Concrete Association
NRTL	Nationally Recognized Testing Laboratory
NVLAP	National Voluntary Laboratory Accreditation Program
OSHA	Occupational Safety and Health Administration
PCI	Precast/Prestressed Concrete Institute
RCSC	Research Council on Structural Connections
SDI	Steel Deck Institute
SIA	Scaffolding Industry Association
SSPC	The Society for Protective Coatings
TMS	The Masonry Society

**1.5 ANSI STANDARDS**

A. Each entity engaged in construction on the Project must be familiar with ANSI standards applicable to its construction activity. The applicable standards are only referenced and are not bound within the Contract Document. Where copies of standards are needed to perform a required construction activity, obtain them directly from publication source.

B. The ANSI standards referenced in these specifications include but are not limited to the following:

ANSI Standard	Description
ANSI B101.3	Test Method for Measuring Wet DCOF of Common Hard Surface Floor Materials

**1.6 ASTM STANDARDS**

A. Each entity engaged in construction on the Project must be familiar with ASTM standards applicable to its construction activity. The applicable standards are only referenced and are not bound within the Contract Document. Where copies of standards are needed to perform a required construction activity, obtain them directly from publication source.

B. The ASTM standards referenced in these specifications include but are not limited to the following:

ASTM Standard	Description
A6/A6M	Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
A36/A36M	Standard Specification for Carbon Structural Steel

<b>ASTM Standard</b>	<b>Description</b>
A53/A53M	Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
A90/A90M	Standard Test Method for Weight [Mass] of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
A108	Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
A123/A123M	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
A283/A283M	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
A307	Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 psi Tensile Strength
A416/A416M	Standard Specification for Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete
A500/A500M	Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
A501/A501M	Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
A563	Standard Specification for Carbon and Alloy Steel Nuts
A572/A572M	Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
A615/A615M	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
A625/A625M	Standard Specification for Tin Mill Products, Black Plate, Single-Reduced
A653/A653M	Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
A706/A706M	Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
A780/A780M	Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
A992/A992M	Standard Specification for Structural Steel Shapes
A996/A996M	Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
A1003/A1003M	Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members
A1008/A1008M	Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low Alloy, High-Strength Low Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
A1011/A1011M	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
A1064/A1064M	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
C31/C31M	Standard Practice for Making and Curing Concrete Specimens in the Field
C33/C33M	Standard Specification for Concrete Aggregates
C39/C39M	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
C94/C94M	Standard Specification for Ready-Mixed Concrete
C109/C109M	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
C143/C143M	Standard Test Method for Slump of Hydraulic-Cement Concrete
C150/C150M	Standard Specification for Portland Cement
C171	Standard Specification for Sheet Materials for Curing Concrete
C172/C172M	Standard Practice for Sampling Freshly Mixed Concrete
C231/C231M	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
C260/C260M	Standard Specification for Air-Engraining Admixtures for Concrete
C295/C295M	Standard Guide for Petrographic Examination of Aggregates for Concrete
C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM Standard	Description
C330/C330M	Standard Specification for Lightweight Aggregates for Structural Concrete
C494/C494M	Standard Specification for Chemical Admixtures for Concrete
C882/C882M	Standard Test Method for Bond Strength Epoxy-Resin System Used With Concrete By Slant Shear
C989/C989M	Standard Specification for Slag Cement for Use in Concrete and Mortars
C1059/C1059M	Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete
C1064/C1064M	Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
C1107/C1107M	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)
C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
C1315	Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete
C1513	Standard Specification for Steel Tapping Screws for Cold-Formed Steel Framing Connections
D695	Standard Test Method for Compressive Properties of Rigid Plastics
E329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
F436/F436M	Standard Specification for Hardened Steel Washers Inch and Metric Dimensions
F1554	Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength
F1869	Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
F3125/F3125M	Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions

## 1.7 TRADE/INDUSTRY STANDARDS

- A. Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. The applicable standards are only referenced and are not bound within the Contract Document. Where copies of standards are needed to perform a required construction activity, obtain them directly from publication source.
- B. The trade/industry standards referenced in these specifications include but are not limited to the following:

Trade Standard	Description
ACI 117	Specification for Tolerances for Concrete Construction and Materials
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 301	Specifications for Structural Concrete
ACI 302.1R	Guide to Concrete Floor and Slab Construction
ACI 305R	Guide to Hot Weather Concreting
ACI 306R	Guide to Cold Weather Concreting
ACI 315	Details and Detailing of Concrete Reinforcement
ACI 318	Building Code Requirements for Structural Concrete
ACI 347.3	Guide to Formed Concrete Surfaces
ACI CT-13	ACI Concrete Terminology
ACI SP-66	ACI Detailing Manual
AISC 303	Code of Standard Practice for Structural Steel Buildings and Bridges
AISC 360	Specification for Structural Steel Buildings
AISI S100	Specification for the Design of Cold-Formed Steel Structural Members
APA V345	Design/Construction Guide for Concrete Forming
AWS A2.4	Standard Symbols for Welding, Brazing, and Nondestructive Examination
AWS D1.1/D1.1M	Structural Welding Code – Steel
AWS D1.4/D1.4M	Structural Welding Code – Reinforcing Steel
AWS QC7	Standard for AWS Certified Welders

Trade Standard	Description
CRSI	Manual of Practice
CRSI RB4.1	Supports for Reinforcement Used in Concrete
FS TT-P-31	Paint, Oil: Iron Oxide, Ready Mix, Red and Brown
FS TT-P-645	Paint, Alkyd Type, Formula Number 84
MIL-DTL-24441	General Specification for Paint, Epoxy-Polyamide
NAAMM AMP 510	Metal Stairs Manual
NAAMM MBG 531	Metal Bar Grating Manual
NRMCA	Certification of Ready Mixed Concrete Production Facilities
PCI MNL-116	Quality Control for Plants and Production of Structural Precast Concrete Products
PCI MNL-120	PCI Design Handbook
PCI MNL-124	Design for Fire Resistance of Precast Prestressed Concrete
PCI MNL-135	Tolerance Manual for Precast and Prestressed Concrete Construction
RCSC	Specification for Structural Joints Using High-Strength Bolts
SJI TD 5	Vibration of Steel Joist – Concrete Floors
SJI TD 9	Handling and Erection of Steel Joists and Joist Girders
SSPC Paint 15	Steel Joist Shop Primer/Metal Building Primer
SSPC Paint 20	Zinc-Rich Coating Type I Inorganic and Type II Organic
SSPC SP 2	Hand Tool Cleaning
SSPC SP 3	Power Tool Cleaning

### 1.8 SPECIALTY CODES

- A. Each entity engaged in construction on the Project must be familiar with specialty codes applicable to its construction activity. The applicable codes are only referenced and are not bound within the Contract Document. Where copies of codes are needed to perform a required construction activity, obtain them directly from publication source.

- B. The specialty codes referenced in these specifications include but are not limited to the following:

Specialty Code	Description
29 CFR 1910.7	Definition And Requirements For A Nationally Recognized Testing Laboratory
29 CFR 1910.21	Walking-Working Surfaces, Scope and Definitions
29 CFR 1926	Safety and Health Regulations for Construction
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR Chapter I, Subchapter R	Toxic Substances Control Act
FED-STD 313B	Material Safety Data Sheets (MSDS), Preparation And Submission
IBC 1607.8	Loads on Handrails, Guards, Grab Bars, Seats and Vehicle Barriers
IBC 1701	Special Inspections and Tests - General
IBC 1702	Special Inspections and Tests - Definitions
IBC 1704	Special Inspections and Tests, Contractor Responsibility and Structural Observation
IBC Chapter 17	Special Inspections and Tests
IBC Chapter 19	Concrete

### 1.9 NON-REFERENCED

- A. Contact the Architect for clarifications of any definitions, abbreviations, acronyms and/or standards not listed in this Section.

### PRODUCTS – NOT USED

### PART 2 - EXECUTION NOT USED

END OF SECTION



**SECTION 01 5000****CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: General requirements governing construction facilities and temporary controls, including, but not limited to, the following:
  - 1. Power and lighting.
  - 2. Heat, ventilation and dehumidification.
  - 3. Water.
  - 4. Field offices.
  - 5. Communications.
  - 6. Office equipment/ software.
  - 7. Enclosures.
  - 8. Security.
  - 9. Fences and barriers.
  - 10. Storage units.
  - 11. Sanitary facilities.
  - 12. Parking.
- C. Related Sections:
  - 1. Section 00 6278 – Stored Materials.
  - 2. Section 01 0050 – Administrative Provisions.
  - 3. Section 01 1000 – Summary of Work.
  - 4. Section 01 7700 – Closeout Procedures.

**1.2 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company requirements.
  - 4. Police, fire and emergency medical policies.
  - 5. Environmental protection regulations.
- B. Standards:
  - 1. NFPA 241, Standard for Safeguarding Construction, Alterations and Demolition Operations.
  - 2. ANSI-A10 Series standards for Safety Requirements for Construction and Demolition.
  - 3. NECA Electrical Design Library, Temporary Electrical Facilities.
  - 4. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with normal application of trade regulations and union jurisdictions.
  - 5. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### 1.3 SUBMITTALS

- A. Schedules: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit schedule indicating planned implementation and termination of each temporary utility.

## PART 2 - PRODUCTS

### 2.1 MATERIAL

- A. General: Use new or undamaged previously used equipment in serviceable condition.
- B. Lumber and Plywood:
  - 1. Framing, Sheathing and Siding: Plywood conforming to and having visible grade stamp for species and type of lumber.
  - 2. Signs and Directory Boards: Exterior type, Grade BB, high-density concrete form overlay plywood.
- C. Roofing Materials: UL Class A standard weight asphalt shingles or UL Class C mineral surfaced roll roofing on job-built temporary shops and sheds.
- D. Paint: See Section 09 9000 – Painting, for requirements.
  - 1. Exterior-grade alkyd gloss enamel over exterior primer for sign panels and applied graphics.
- E. Tarpaulins: Waterproof, fire-resistant, UL-labeled tarpaulins with flame spread rating of 15 or less. Translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins certified as conforming to NFPA 701 test method 2, Standard Method of Fire Tests for Flame Propagation of Textiles and Films, unless local jurisdiction accepts NFPA 701 test method 1, or requires other materials.
- F. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails and galvanized-steel bases for supporting posts.
- G. Wood Fencing: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- H. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.
- I. Dust-Control Adhesive-Surface Walk-Off Mats: Minimum 36 by 60 inches.
- J. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

## PART 3 - EXECUTION

### 3.1 PROJECT CONDITIONS

- A. Utilities:
  - 1. Use Charges:

- a. Include installation, removal, and use charges for temporary facilities in the Contract Sum unless otherwise indicated.
  - b. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner, Architect, testing agencies, and authorities having jurisdiction.
  - c. Water Service: Owner will pay use charges for water used by all entities for construction operations.
  - d. Electric Power Service: Owner will pay use charges for electricity used by all entities for construction operations.
- B. Temporary Use of Permanent Facilities:
1. Assume responsibility for operation, maintenance and protection of permanent facility during use as a construction facility prior to Owner's acceptance, regardless of previously assigned responsibilities.
- C. Condition of Use:
1. Keep services clean and neat in appearance.
  2. Operate in a safe and efficient manner.
  3. Relocate temporary services as the Work progresses.
  4. Take necessary fire-prevention measures.
  5. Do not allow hazardous, dangerous or unsanitary conditions or public nuisances to develop or persist on site.

### 3.2 POWER

- A. Electric Service
1. Electric power from Owner's existing system is available for use.
  2. Provide connections and extensions of services as required for construction operations.
  3. Maintain equipment in a condition acceptable to Owner.
  4. Include temporary wiring, cords, outlets, lamps and connections.
  5. Used materials may be used for temporary power and light but is not allowed for permanent electrical work.
  6. Special power loads are the responsibility of the Contractor.
- B. Receptacles
1. Use properly configured, NEMA-polarized receptacles to prevent insertion of 110 V to 120 V plugs into higher-voltage outlets.
  2. Use receptacles equipped with ground-fault circuit interrupters, reset button and pilot light for connection of power tools and equipment.
- C. Cords
1. Use grounded extension cords.
  2. Use hard-service cords where exposed to abrasion and traffic.
  3. Use waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.
  4. Do not exceed safe length-voltage ratio.

### 3.3 LIGHTING

- A. Install lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- B. Utilize lighting that fulfills security and protection requirements without operating entire system.

- C. Lamps and Light Fixtures:
  - 1. Use general-service LED lamps of wattage adequate for illumination.
  - 2. Use exterior fixtures where exposed to moisture.
- D. Utilize portable generator lighting standards to augment illumination as required to perform the work.

### **3.4 WATER**

- A. Water from Owner's existing water service is available for use.
  - 1. Provide connections and extensions of services as required for construction operations.
  - 2. Clean and maintain water service facilities in a condition acceptable to Owner.
  - 3. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Use heavy-duty, abrasion-resistant, flexible rubber hoses of sufficient length, with pressure rating greater than the maximum pressure of the water distribution system. Use adjustable shutoff nozzles at hose discharge.

### **3.5 FIELD OFFICES**

- A. Furnish, equip and maintain a portable field office with adequate space for use by Architect, Owner and all contractors to conduct business and hold meetings.
  - 1. Prefabricated or mobile unit with lockable entrance, operable windows and serviceable finishes and on a foundation adequate for normal loading.
  - 2. Maintain copies of Contract Documents, shop drawings, correspondence and Architect's directives.
  - 3. Maintain neat housekeeping. Keep separate bound files, neat and up-to-date.
  - 4. Equip field office with HVAC, power, communication and lighting systems.
  - 5. Equip field office with furniture adequate for conducting business.
  - 6. When Project is at an appropriate stage of completion, remove portable office and relocate field offices inside the building.
- B. Individual contractors are responsible for their own field offices and/or on-site secure storage units as allowed by the Prime Contractor/Owner.
  - 1. Arrange, through the Prime Contractor, for power, telephone and any other required system service.

### **3.6 COMMUNICATIONS**

- A. Each contractor to equip their employees with mobile phone service.

### **3.7 OFFICE EQUIPMENT AND SOFTWARE**

- A. Equip the field office with computers, monitors, printers, and appropriate software including Microsoft Office 365, Bluebeam, Fieldwire, Navisworks, etc.
- B. Utilize video monitors, cameras, speakers, microphones and software applications such as GoToMeeting, Zoom, Teams, etc. for remote conferencing.
- C. Utilize software, such as Submittal Exchange, that allows the logging, tracking and exchange of all submittals, such as shop drawings, change order requests, change orders, requests for information, supplementary information, etc. Make the program available to all parties on the project.

### 3.8 TEMPORARY PROTECTIONS

- A. Install and maintain all items of protection, barricades, fences, signal lights and other similar items as required by the building code, local ordinances, state laws, OSHA and as may be required in the construction of the project.
- B. Install barriers as required to protect existing facilities and adjacent properties from damage during construction operations.
- C. Each contractor to provide safety barriers/systems as required to complete their work.
- D. Remove and replace temporary protections as required to move large pieces of temporary construction equipment or permanent building equipment.

### 3.9 SECURITY

- A. Secure the facilities to protect work and prevent any unauthorized entry, vandalism and theft in the new construction and in portions of the existing facility that are accessible through the new construction.

### 3.10 STORAGE OF MATERIALS

- A. Coordinate with Owner the boundary of and access to areas where materials and other apparatus may be stored.
- B. Use storage and enclosures to protect and preserve materials stored on and off site. Do not place materials such as wood, metal, cement, masonry, equipment or conduit directly on the ground.
  - 1. Use durable, watertight (fully covered sides and top) coverings, substantial and well-anchored to prevent blowing away.
  - 2. Use shed enclosures for easily damaged and small items.
- C. Set fan units and other equipment with bearings or similar working parts on supports above the ground and snow. Enclose with substantial and well-secured waterproof protection.
- D. Neatly construct and maintain storage facilities, including protective covering. Immediately replace loose, inadequate or damaged coverings.
- E. Neatly fabricate durable temporary enclosures and maintain in good condition.
- F. Remove storage or enclosure facilities when no longer required.

### 3.11 SANITARY FACILITIES

- A. Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel.
  - 1. Furnish an adequate number of exterior temporary satellite toilets for use by all construction personnel.
  - 2. Comply with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities.
  - 3. Portable self-contained type toilets, well-maintained and screened from view.
  - 4. Properly vented, fully enclosed units with a glass-fiber reinforced polyester shell or similar nonabsorbent material.
  - 5. Keep all facilities clean, sanitized, and adequately supplied.
- B. Provide temporary safety shower and eyewash facilities, and drinking water for use of construction personnel

### 3.12 FIRE SAFETY

- A. Fire Extinguishers:
  - 1. Hand-carried, portable, UL-rated, Class A, for temporary offices and similar spaces.
  - 2. UL-rated Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for possible exposures encountered.
  - 3. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- B. Install and maintain adequate and proper fire extinguishing devices in and about the construction area, available for use by workers.
  - 1. Do not use units that will later be installed in the Project.
  - 2. Install devices appropriate for the class of the potential hazard (e.g. oil, electrical) at areas where unusual hazards may exist, including in mechanical rooms.
  - 3. As construction proceeds, or as materials that create a hazard are moved, provide extinguishing devices on each floor.
  - 4. Install the number and distribution of devices adequate for effective fire control, as judged by the Fire Marshal.

### 3.13 PARKING

- A. Parking for construction personnel will be provided. Owner will assign parking areas on site for Contractor vehicles.
  - 1. Other vehicles may be parked on site at the direction of the Owner, as long as space is available and vehicles are identified.
  - 2. Required temporary parking for delivery of materials will be as directed by Owner.

### 3.14 ROUTING

- A. For removal of debris and delivery of new materials to site, coordinate with Owner.

**END OF SECTION**

**SECTION 01 5423****TEMPORARY SCAFFOLDING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: The design and use of temporary scaffolding in the installation of the Work.

**1.2 REFERENCES**

- A. See Section 01 4200 – References, for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 – References, for universal definitions related to the Work.

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 ERECTION**

- A. All scaffolding must be erected by COMPETENT, responsible and experienced trade persons and inspected/tagged by the contractor's safety officer before use.
- B. Scaffolding must be erected plumb.
- C. Height of freestanding scaffold towers must NEVER exceed 3 times the minimum base dimension (e.g.: a tower consisting of 5-foot-wide frames with 7-foot braces must never exceed 15 feet to the deck height).
- D. Lateral bracing required above 3 times minimum base dimension should be determined by an experienced and approved professional engineer in the state of use and illustrated on an approved drawing.
- E. Scaffolding must always be used in accordance with SIA-published directives supplied with each order of frames delivered from the UFC Factory.
- F. All usage of scaffolding must comply with directives issued by State and Federal OSHA. No deviations from SIA, OSHA and/or Engineer's directives are permissible.
- G. If structural design is required due to project conditions, height, etc., the costs for consulting structural design are the responsibility of the Contractor.

**END OF SECTION**



**SECTION 01 6000****MATERIALS AND EQUIPMENT****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: General requirements for the quality, delivery, storage, handling, and installation of products. Criteria for selecting products and procedures for requesting substitutions of materials, products, and equipment.
- C. Related Sections:
  - 1. Section 00 6278 - Stored Materials.
  - 2. Section 01 2500 - Contract Modification Procedures.
  - 3. Section 01 5000 - Construction Facilities and Temporary Controls.
  - 4. Section 01 6001 - Substitution Cover Letter.
  - 5. Divisions 02 through 33 sections, for additional requirements or procedures.

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 MATERIALS**

- A. Method of Specifying Products: Products may be specified herein by one or more, or a combination of, the following methods:
  - 1. By Reference Standard (ASTM, ACI, etc.) Only: Any product meeting that standard will be accepted, upon receipt by the Architect of proof of compliance.
  - 2. By Proprietary Brand Name and Model or Catalog Number and Noted as "No Substitution": Due to the unique features of the specified product, the requirement to match an existing product, or other requirements of the Owner, no options will be accepted.
  - 3. By Multiple Proprietary Brand Names and Model or Catalog Numbers: Any of the specified products will be accepted.
  - 4. By Proprietary Brand name and Model Number Followed by "or Approved Substitute" or Similar Phrases: Submit a request for substitution in accordance with the substitution requirements noted below.
  - 5. By Performance Criteria: Submit complete manufacturer's literature describing in detail all applicable attributes of the product for evaluation and approval by the Architect. Submission of data relating to performance criteria must be received by the Architect not less than seven (7) days before the Bid Date, and approval will be noted in the form of an addendum issued to all known Bidders.

- B. Accepted Substitutions: Where Acceptable Manufacturers are listed in the specifications, such manufacturers are believed to produce materials or products that comply with the requirements of the Contract Documents. Proof of compliance with the Contract Documents is the responsibility of the manufacturer and Contractor. Submit proof of compliance in accordance with Article 3.2, Substitution Procedures, below. Requests for approval will be evaluated as follows:
1. Where specifications include a brand name and model number as the "Basis of Design," other manufacturers' products will be evaluated based on the pertinent attributes of that product, such as aesthetic appearance, function, material quality, physical size, performance test results, ability to meet project time schedules, and availability of colors or finishes.
  2. Where specifications are based on performance requirements, physical attributes or reference standards only, written certification by an independent testing laboratory or testing agency is acceptable proof of compliance.

### 3.2 SUBSTITUTION PROCEDURES

A. Prior-To-Bid Approvals:

1. Any bidder, supplier, or manufacturer who wants to propose substitute products must, not less than seven (7) days before Bid Opening Date, submit a request on company letterhead using the format contained in the attachment to this Section. Attach product data, catalog cuts, shop drawings or other descriptive literature for the proposed substitute product, and include complete analysis showing point for point comparison to the specified product. Include a list of previous local or area uses of the proposed product, including names of Owners, Architects, and Prime Contractors. Include samples of proposed product, if applicable.
2. Proposed substitute products will be evaluated on the following criteria:
  - a. Equivalence: The Architect is the sole judge of the equivalency of proposed substitute products and will make written recommendation to the Owner concerning acceptance or rejection of the product.
  - b. Contractor's Satisfaction: Contractor's requests must include written certification that the product he proposes is, in his best judgment, equal in all respects to the specified product, that it will fit in the space allocated, that it affords comparable ease of operation, maintenance, and service, that its appearance, life expectancy, and suitability for climate and use are comparable to the specified product, and that the proposed substitution is in the Owner's best interest.
  - c. Design Intent: No substitutions will be allowed that will result in changes to the Architect's design intent or to the aesthetic appearance of the Work.
  - d. Submittal Data: Manufacturer's data, which is readily available to the Architect, will not, in most cases, be sufficient for establishing proof of equality. Provide additional information, including laboratory test results from an independent, nationally recognized testing laboratory that certify types of materials used in the product, thickness, gauge or weight of materials, capacities, capabilities, coatings or finishes, functions, life expectancy, and operational information.
  - e. Burden of Proof: The burden of proof that a proposed substitution is equal to the specified product lies solely with the Contractor. Under no circumstance will the Architect be expected or required to prove that a proposed product is not equal.
3. To notify Bidders of accepted proposed substitutions, Architect will issue an Addendum not later than two (2) days before the Bid Opening Date. The addendum will list all accepted substitutions. Products not appearing on the list of approved substitutions will be considered rejected, and no further consideration will be given.

B. Substitutions During Construction:

1. Substitutions will not be considered when they are indicated or implied on shop drawings or in product data submitted for Architect's review, without separate written request before submittal. Substitutions will not be considered if substantial revision of the Contract Documents is required.
2. Requests for substitutions made during construction will be considered only if one or more of the following criteria are met:

- a. The substitution is required for compliance with subsequent interpretation of building code requirements or insurance regulations.
  - b. Specified products become unavailable due to no fault of the Contractor.
  - c. Subsequent information discloses inability of the specified product to perform as intended or to properly fit in the designated space.
  - d. Product manufacturer refuses to certify or warrant specified product as required.
  - e. When, in the Architect's judgment, acceptance of the proposed substitution would be substantially in the Owner's best interest due to cost savings, reduction of time, or other considerations.
3. Substitution requests made during construction will be evaluated based on the same criteria as requests made before Bid Opening.
  4. Substitution requests made during construction must be submitted to the Architect/Prime Contractor in sufficient time to allow for adequate review and evaluation. Delays and added costs associated with or resulting from inadequate supporting data, necessary extended evaluations, or re-design work caused by substitution are the Contractor's responsibility.
- C. Responsibility for Substitutions: Acceptance of substitute products does not relieve the Contractor of the responsibility of complying with all other requirements of the Contract Documents and for coordinating substitutions with adjacent or otherwise affected Work. Additional costs or time delays resulting from substitutions are the sole responsibility of the Contractor.

### **3.3 PRODUCT DELIVERY, STORAGE AND INSTALLATION**

- A. General Quality: All products must be of current manufacture, new and unused, free from all defects, and of the best quality of their respective kinds.
- B. Contractor assumes complete responsibility for furnishing, delivering, handling, and installing all products in accordance with manufacturers' recommendations or instructions, accepted trade practices, published reference standards, and the requirements of the Contract Documents.
- C. Manufacturer's Instructions:
1. Unless otherwise indicated, handle, store and install all manufactured products in strict accordance with the manufacturer's printed instructions.
  2. Distribute copies of manufacturer's instructions to all parties involved in the installation, including the Architect. Maintain one complete set of all manufacturers' instructions on the jobsite until completion and approval of the entire Work.
  3. Request supervisory assistance from product manufacturers as required to clarify manufacturer's instructions.
  4. In the event that jobsite conditions or installation requirements contained in the Contract Documents are in conflict with the manufacturer's instructions, notify the Architect/Prime Contractor for clarification or direction before starting installation of the affected work.
- D. Material Safety Data Sheets: At the jobsite in an accessible and clearly marked location, maintain copies of manufacturer's latest Material Safety Data Sheets (MSDS) for all toxic or hazardous materials used in the Work.
- E. Packaging and Delivery:
1. Do not deliver products to the site until ready for installation or until adequate, protected storage facilities are available.
  2. Deliver manufactured products in the manufacturer's original containers, protective wrappings, or packaging, with labels intact and legible.
- F. Protection and Storage:
1. Store materials requiring protection from the elements above ground on suitable platforms or blocking, and under cover to protect from rain, snow, or frost.

2. Protect products subject to damage from sunlight or ultraviolet rays with suitable opaque coverings.
  3. Store bulk products or materials, such as sand, gravel, topsoil, etc., in designated stockpile areas, and protect from contamination by dust, dirt, running water, and other deleterious substances, or from inadvertent mixing with adjacent materials.
- G. Protection of Other Work: Protect finished surfaces, openings, jambs, and soffits through, over, or under which products will be moved or introduced into the Work. Repair or replace any such surfaces damaged during the handling of products at no additional cost to the Owner.
- H. Replacement of Damaged Products: Replace, at no additional cost to the Owner, products that are damaged or contaminated during shipment or storage.

**END OF SECTION**

**SECTION 01 6001**

Attachment to Section 01 6000

**SUBSTITUTION COVER LETTER**

(Reproduce on Company Letterhead)

Date: \_\_\_\_\_

Project: NDSCS Robertson Hall Exteriors  
1311 4<sup>th</sup> St N, Wahpeton, ND 58075

Architect: R.L. ENGBRETSON ARCHITECTS FARGO LLC  
4040 42nd Street South, Suite Q  
Fargo, North Dakota 58104  
(701) 293-5735

In accordance with the provisions of Specification Section 01 6000 - Materials and Equipment, the following product substitution is proposed for the Owner's consideration. Three copies of supporting data as required by said Specification Section 01 6000 is attached herewith.

Drawing No. or  
Specification Section No. \_\_\_\_\_

Item/Manufacturer Specified: \_\_\_\_\_

Proposed Substitution:  
Manufacturer: \_\_\_\_\_

Model No.: \_\_\_\_\_

Vendor/Supplier:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Reason for Substitution: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby certifies that the proposed substitution is, in his best judgement, equal in all respects to the specified product, that it will fit in the space allocated, that it affords comparable ease of operation, maintenance and service, that its appearance, life expectancy, and suitability for the climate and intended use are comparable to the specified product, and that the proposed substitution is in the Owner's best interest.

The undersigned further agrees to assume sole responsibility for any increased costs due to changes in the design, dimensions and fabrication of adjacent, surrounding or supporting work, and for additional

testing, inspections or certifications that may be required by the acceptance of the proposed substitution.

Submitted by:

\_\_\_\_\_  
(Name of entity submitting substitution request)

By:

\_\_\_\_\_  
(Type or printed name and title)

Architect's Action:

- Accepted
- Accepted as noted
- Not accepted

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ref: Addendum No. \_\_\_\_\_

C.O. No. \_\_\_\_\_

Remarks:

**SECTION 01 7000****EXECUTION REQUIREMENTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. General installation of products.
  - 3. Progress cleaning.
  - 4. Protection of installed construction.
- C. Related Sections:
  - 1. Section 01 3100 – Project Management and Coordination, for procedures for coordinating field engineering with other construction activities.
  - 2. Section 01 3300 – Submittal Procedures, for submitting surveys.
  - 3. Section 01 4000 – Quality Requirements.
  - 4. Section 01 7700 – Closeout Procedures, for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

**PART 2 - PRODUCTS****2.1 NOT USED****PART 3 - EXECUTION****3.1 INSPECTION**

- A. Existing Conditions: Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a Request for Information (RFI) to Architect through the Prime Contractor.

- E. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations in writing and submit to the Prime Contractor.

### **3.2 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Construction Layout
  - 1. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify the Architect/Engineer.

### **3.3 PROTECTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### **3.4 PROGRESS CLEANING**

- A. Site: Clean Project site daily and maintain Project site free of waste material and debris. Enforce requirements strictly.
- B. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. All Contractors must clean their work areas at the end of each workday.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  - 3. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- C. Control accumulation of waste materials and rubbish and periodically dispose of off-site for all work.
  - 1. Prime Contractor will allocate cleanup and disposal costs among all labor contracts.
  - 2. Contractors are not to use Owner's Dumpster.
- D. Dispose of materials lawfully. Burying or burning waste materials on-site is not permitted. Washing waste materials down sewers or into waterways is not permitted. See Section 01 7419 - Construction Waste Management, for requirements.
- E. Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

**END OF SECTION**

**SECTION 01 7329****CUTTING AND PATCHING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Procedural requirements for cutting in-place construction to install other components or to perform other construction, and subsequent patching as required to restore surfaces to their original condition.
- C. Related Sections:
  - 1. Section 01 4000 – Quality Requirements.
  - 2. Section 02 4119 – Selective Demolition, for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

**1.2 REFERENCES**

- A. See Section 01 4200 – References, for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 – References, for universal definitions related to the Work.
  - 2. Cutting: Removal of in-place construction necessary to permit installation or performance. Straight, and not ragged or uneven.
  - 3. In-place construction: A Work that has already been completed before the Work of any other Contractor.
  - 4. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

**1.3 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that reduces their capacity to perform as intended or that increases maintenance or decreases operational life or safety. Operating elements include, but are not limited to the following:
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Fire-suppression systems.
  - 4. Mechanical systems piping and ducts.
  - 5. Control systems.
  - 6. Communication systems.
  - 7. Conveying systems.
  - 8. Electrical wiring systems.

- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that reduces their capacity to perform as intended, or that increases maintenance or decreases operational life or safety. Miscellaneous elements include but are not limited to the following:
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Exterior curtain wall construction.
  - 4. Equipment supports.
  - 5. Piping, ductwork, vessels, and equipment.
  - 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that was cut and patched in a visually unsatisfactory manner.
- E. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

#### **1.4 SUBMITTALS**

- A. All submittals under the provisions of Section 01 3300 - Submittal Procedures, unless noted otherwise. Refer to Section 01 3300 - Submittal Procedures, Paragraph 3.1, for descriptions of submittal items. Submittals listed below are required:
  - 1. Shop Drawings: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing the integration of the reinforcement with the original structure.
  - 2. Authorization/Approval: Obtain the written approval of both the Prime Contractor and the Architect before starting any work requiring cutting and patching completed under this section. Any approval does not waive the right to later require its removal and replacement if this cutting and patching work is not satisfactory.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
- C. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

### **PART 3 - EXECUTION**

#### **3.1 INSPECTION**

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

### 3.2 INSTALLATION

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Create an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Apply additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to achieve an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

### 3.3 PROTECTION

- A. Provide temporary support of Work to be cut.
- B. Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### **3.4 CLEANING**

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**END OF SECTION**

**SECTION 01 7419****CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Best practices for construction waste management.
- C. Work Included:
  - 1. Recycling nonhazardous construction waste.
  - 2. Disposing of nonhazardous construction waste.
- D. Related Sections:
  - 1. Division 02 through Division 33 sections.

**1.2 REFERENCES**

- A. See Section 01 4200 – References, for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 – References, for universal definitions related to the Work.
  - 2. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
  - 3. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
  - 4. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
  - 5. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
  - 6. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
  - 7. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

**1.3 QUALITY ASSURANCE**

- A. Performance Requirements:
  - 1. Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total non-hazardous solid waste generated by the Work.
  - 2. Practice efficient waste management in the use of materials in the course of the Work.
  - 3. Use all reasonable means to divert construction and demolition waste from landfills and incinerators.
- B. Qualifications: Experienced firm with a record of successful waste management coordination of Projects with similar requirements.

### C. Project Management and Coordination

1. Per Section 01 3100 – Project Management and Coordination.
2. Pre-installation meeting to be conducted one week before installation.
  - a. Review and discuss waste management plan including responsibilities of waste management coordinator.
  - b. Review requirements for documenting quantities of each type of waste and its disposition.
  - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - e. Review waste management requirements for each trade.

## 1.4 SUBMITTALS

- A. All submittals under the provisions of Section 01 3300 – Submittal Procedures unless noted otherwise. Refer to Section 01 3300 – Submittal Procedures, Paragraph 3.1, for descriptions of submittal items. The following submittals are required:
  1. Contractor's Waste Management and Recycling Plan:
    - a. Submit plan within 30 days of start date established for the Work. Plan must be approved by the Architect before the start of Work.
    - b. Include the following information:
      - 1) Contractor's name and project identification information.
      - 2) Procedures that will be implemented to facilitate job site source-separation, such as convenient dumpster locations and signage.
      - 3) Materials to be reused and recycled.
      - 4) Estimated total quantities of materials generated in Project.
      - 5) Names and locations of proposed local landfills, reuse and recycling facilities/sites.
      - 6) Tonnage calculations that demonstrate that the Contractor will reuse and recycle the required amount by weight of demolition materials generated in the Work.
    - c. The Plan does not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
  2. Contractor's Reuse, Recycling, and Disposal Report:
    - a. Submit report with each application for progress payment.
    - b. Include the following information:
      - 1) Project title and project number.
      - 2) Beginning and ending dates of the period covered on the Report.
      - 3) Progress payment number.
      - 4) Quantity of materials generated in the Work, disposed in Class III landfills, or diverted from disposal through recycling.
      - 5) Locations to which materials are delivered for reuse, salvage, recycling, use as daily cover, inert backfill, or disposal.
    - c. Report disposal or recycling either in tons or in cubic yards. If scales are available at the disposal or recycling facility, report in tons. Otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
    - d. If applicable, include legible manifests, weight tickets, receipts, and invoices for materials delivered for reuse, recycling, or disposal. Documents must be from recyclers and/or disposal site operators that can legally accept the materials.
    - e. Failure to submit the form and its supporting documentation will render the application incomplete and delay progress payments.

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

## **PART 3 - EXECUTION**

### **3.1 IMPLEMENTATION**

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of the waste management work plan. Coordinator must be present at the Project site full-time for the duration of the Project.
- C. Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
- D. Distribute waste management plan to everyone concerned within three days of submittal return.
- E. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- F. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- G. Comply with Section 01 5000 – Construction Facilities and Temporary Controls, for controlling dust and dirt, environmental protection, and noise control.

### **3.2 RECYCLING CONSTRUCTION WASTE, GENERAL**

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials will accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

### 3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.
- C. Wood Materials:
  - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

### 3.4 DISPOSAL OF WASTE

- A. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn waste materials.
- C. Do not bury debris or excess materials on Owner's property.
- D. Do not discharge volatile, harmful or dangerous materials into drainage systems.

**END OF SECTION**

**SECTION 01 7700**  
**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
  
- B. Description: Administrative and procedural requirements for contract closeout.
  - 1. Inspection procedures.
  - 2. Systems and equipment testing.
  - 3. Instructions to Owner.
  - 4. Substantial Completion.
  - 5. Cleaning.
  - 6. Warranties.
  
- C. Related Sections:
  - 1. Section 01 2900 – Payment Procedures, for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Section 01 3100 – Project Management and Coordination.
  - 3. Section 01 3200 – Construction Progress Documentation.
  - 4. Section 01 5000 – Construction Facilities and Temporary Controls.
  - 5. Section 01 7000 – Execution Requirements, for progress cleaning of Project site.

**PART 2 - PRODUCTS**

**2.1 NOT USED**

**PART 3 - EXECUTION**

**3.1 COMPLETION PROCESS**

- A. Plan an efficient and orderly completion process. Organize, schedule and coordinate the following:
  - 1. Work of Contractor's own forces.
  - 2. Work of subcontractors.
  - 3. Owner will take occupancy prior to closeout according to the schedule of Substantial Completion and final completion identified in Section 01 3200 - Construction Progress Documentation.
  
- B. Establish firm commitments for on-time completion.

**3.2 FINAL CLEANING**

- A. Perform final cleaning before inspection for Substantial Completion for the entire Project or for a portion of the Project. Plan, organize and coordinate cleaning to avoid working in spaces that have been cleaned. Coordinate progression of cleaning efforts with the Owner's sequence of occupancy.

- B. Complete the following final cleaning operations:
1. Remove rubbish, waste material, litter, and other foreign substances from the Project site, yard, and grounds in areas disturbed by construction activities.
  2. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  3. Remove tools, construction equipment, machinery, and surplus material from the Project site.
  4. Thorough Cleaning: Required unless otherwise specified.
    - a. Remove dust, dirt, debris, laitance, grease, oil, stains, discolorations, droppings, markings and other soil or foreign matter or substance.
    - b. Remove labels, except labels specifically designated to remain as part of a listed, rated or labeled item.
    - c. Use appropriate methods such as sweeping, scrubbing, mopping, washing, dusting and vacuuming to leave surfaces completely clean and streak-free.
  5. Broom Clean: Remove visible dirt or dust from surface with a new, high-quality, clean broom by thoroughly and properly sweeping so no dust or dirt is visible on surface. Broom cleaning is allowed in the following areas:
    - a. Tunnels, shafts, air shafts and air plenums not constructed of ductwork, and similar areas.
    - b. Floors in equipment rooms (including rooms such as electrical equipment rooms). In addition, wash floors and apply final coat of sealer if specified.
    - c. Paved areas.
  6. Remove petrochemical spills, stains, and other foreign deposits from paved areas.
  7. Remove stains and discolorations from floors.
  8. Hardware: Adjust and polish as needed.
  9. Perform other cleaning as required to turn the Project over to the Owner in new, well-maintained condition, and ready for occupancy and its intended use.
  10. Re-clean areas where work was performed after Substantial Completion.
- C. Comply with safety standards for cleaning.
- D. See Section 01 7419 - Construction Waste Management and Disposal, for requirements.
- E. The Owner will perform additional cleaning in areas not cleaned to their satisfaction. The Contractor will be back-charged for the Owner's cleaning efforts.

### 3.3 WARRANTIES

- A. Submit written warranties as requested by the Architect for portions of the Work when warranty start dates are other than date of Substantial Completion.
- B. Organize warranty documents based on the Project Manual table of contents.
1. Paper Copies:
    - a. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, of size necessary to accommodate contents.
    - b. Use heavy paper dividers with plastic-covered tabs for each warranty.
    - c. Mark tab to identify the product or installation.
    - d. Include a typed description of the product or installation, with the name of the product and the name, address, and telephone number of Installer.
    - e. Include procedures and notifications required for warranty claims.
    - f. Include a summary of each warranty and terms.
    - g. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  2. Electronic Copies:

- a. Use Portable Document Format (PDF) with each warranty and product bookmarked.
  - b. Submit electronic file titled "WARRANTIES".
  - c. Include procedures and notifications required for warranty claims.
  - d. Include a summary of each warranty and terms.
  - e. Include each product name, a description of the product and/or installation.
  - f. Include the name, address, and telephone number of product Installer.
- C. Include additional copies of each warranty within operation and maintenance manuals.

### **3.4 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Before requesting inspection for Substantial Completion, Contractor/Subcontractor will review their work and certify that it meets the requirements of Divisions 00 and 01 and the Sections applicable to their Work.
- B. The Prime Contractor will review each Contractor's work and create a list of items to be completed, repaired, adjusted or redone to satisfy the requirements of the Work.
- C. When the Prime Contractor's list is completed, the Prime Contractor will verify the Work and certify to the Architect that it has been completed per the requirements of Divisions 00 and 01 and the Specification Sections covering the Work.
- D. If the Work is not complete, the Prime Contractor will document the Work that remains to be completed, the date when it will be completed, and the cost to complete the Work.
- E. When the documented items have been completed or corrected, the Prime Contractor will forward to the Architect the entire list, certifying which Work has been completed and which Work remains.
  1. Include the name and identification of each space and area where items are incomplete or need correction including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.
  2. The Architect will review the list and Work designated as complete. If any of the Work designated as complete is not actually complete, Architect will notify the Prime Contractor.
  3. If a second review of the list is required, the Owner will charge back the Architect's time and expenses to the Prime Contractor.

### **3.5 INSPECTION**

- A. Preliminary Procedures: Before requesting inspection for determining the date of Substantial Completion, complete the following. List items below that are incomplete in the request.
  1. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  2. Prepare and submit Project Record Documents, operation and maintenance manuals, property surveys, and similar final record information.
  3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  5. Submit quantity of extra materials and date of turnover to owner.
- B. Submit a written request for inspection for Substantial Completion. On receipt of the request, the Architect and Prime Contractor will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Architect, that must be completed or corrected before the certificate will be issued.

1. Re-Inspection: Request re-inspection when the Work previously identified as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

### **3.6 AFTER SUBSTANTIAL COMPLETION**

- A. Expedite completion of remaining work in an organized, efficient manner that maintains quality standards. Perform such work according to the following requirements:
1. Schedule work in advance with Owner.
  2. Perform work in occupied areas in a manner and at such time as will not significantly interfere with, hamper or inconvenience Owner's program or functions.
  3. When necessary, use overtime to accomplish work not able to be completed during normal work hours at no extra cost to the Owner.

### **3.7 BEFORE FINAL COMPLETION**

- A. Insurance: Refer to General Conditions.
1. Upon completion of work and written acceptance by Owner, provide a Certificate of Insurance indicating specified Completed Operations insurance will be provided for a minimum of one year after Owner's acceptance of entire Project.
  2. Specified Property Insurance shall be maintained until final acceptance by Owner of entire project.
- B. Supplemental Agreements: Resolve supplemental agreements before final payment, including adjustment of allowance.
- C. Consent of Surety: Refer to General Conditions. Obtain consent of surety before reducing retained percentage and before final payment.
- D. Guarantees and Warranties: Refer to General Conditions for general guarantee requirements.
- E. Retention of Records: Retain records required by law and best business practices.
- F. Record Set of Drawings
1. Refer to General Conditions.
  2. Deliver record set to Architect upon Final Completion of the Project.
  3. Review with Architect to clarify mark ups.
- G. Temporary Utilities
1. Refer to Section 01 5000 - Construction Facilities and Temporary Controls.
  2. Remove temporary facilities and utilities as job progress permits.
- H. Sanitary Facilities
1. Refer to Section 01 5000 - Construction Facilities and Temporary Controls.
  2. Remove temporary fixtures and restore rooms as specified.
- I. Temporary Facilities
1. Remove as work progresses and facilities are no longer needed, at time acceptable to Architect.
  2. Before final payment, remove temporary sheds, offices, fences (including perimeter fence), barricades, surplus materials, debris, and other materials or items not part of the Project.
- J. Extra Materials: See individual sections of the Project Manual.

**K. Instructions to Owner**

1. Thoroughly and properly instruct the Owner in the use, operation, care and maintenance of Project, especially various systems and equipment installed under Contract.
  - a. Give instructions methodically and carefully.
  - b. Cover various phases of work and in sufficient detail so Owner fully understands entire Project.
  - c. Orient and familiarize designated Owner's Representatives with locations, methods, materials, uses and operation of systems and equipment, as well as specialized materials installed under Contract.
  - d. Use qualified representatives to give explanations and instructions.
  - e. Specifically explain precautionary measures and dangers of misuse.
2. Establish specific and agreed-upon periods of time with the Owner, adequate to thoroughly present pertinent information.
3. Owner will record length of time and number of days spent on these instructions.
4. Requirements in this Section supplement specific requirements under individual sections.

**3.8 FINAL COMPLETION AND PAYMENT**

- A. Before requesting final inspection for determining date of Final Completion, complete the following:
  1. Submit a final Application for Payment according to Section 01 2900 – Payment Procedures.
  2. Submit a certified copy of the Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the Architect. The certified copy of the list must state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Final payment will not be made until final acceptance inspection, completion of punch list items and final signoff by Owner and Architect.

**END OF SECTION**



**SECTION 01 7810****PROJECT RECORD DOCUMENTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Procedural and quality requirements for Project Record Documents.
- C. Related Sections:
  - 1. Section 01 2900 – Payment Procedures.
  - 2. Section 01 3100 – Project Management and Coordination.
  - 3. Section 01 3200 – Construction Progress Documentation.
  - 4. Section 01 3300 – Submittal Procedures.
  - 5. Section 01 7700 – Closeout Procedures, for general closeout procedures.

**PART 2 - PRODUCTS****2.1 RECORD DOCUMENTS**

- A. The purpose of the final project Record Documents is to record factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site investigation, measurement and examination.
- B. Immediately upon receipt of Contract Documents, identify one each of the documents with the title, "RECORD DOCUMENTS JOB SET".
- C. Maintain throughout progression of the work an accurate record of changes in the Contract Documents, as described below. Upon completion of the work, transfer the recorded change to a set of Record Documents.
- D. Record changes to major concealed items including major pipes and conduit or revised structural members, which cannot be readily observed after completion.
- E. Coordinate changes within the Record Documents, making adequate and proper entries on each page of specifications and each sheet of drawings and other documents where required to show the change properly.
- F. Accurately record information so that future searches for items shown in the Contract Documents may reasonably rely on information obtained from the approved project Record Documents.
- G. Make entries within 24 hours of when the change occurred.
- H. Maintain the job set of Record Documents completely protected from loss and damage.
- I. Participate in project Record Document review meetings as required.
- J. Prior to submitting request for final payment, submit the final project Record Documents to the Architect and secure the Architect's approval.

## 2.2 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Mark record prints to show the actual installation, where installation varies from that shown originally. The individual or entity who obtained the record data, whether that individual or entity is the Installer, subcontractor, or a similar entity, is required to prepare the marked-up record prints.
    - a. Give particular attention to information about concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information using document editing software.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Items that require markup include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Locations and depths of underground utilities.
    - d. Changes made by Change Order or Change Directive.
    - e. Changes made following Architect's/Engineer's written orders.
    - f. Details not on the original Contract Drawings.
    - g. Field records for variable and concealed conditions.
    - h. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  - 4. Mark record sets using colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note identification numbers of Alternates, Proposal Requests, Supplemental Instructions, Change Orders, and similar identification numbers, where applicable.
- B. Final Record Prints: Immediately before inspection for the Certificate of Substantial Completion, review marked-up record prints with the Architect/Engineer and/or the Owner. Assemble an electronic (PDF) version of the full set of corrected Contract Documents and Shop Drawings.
  - 1. Incorporate changes and additional information previously marked on record prints. Revise, redraw, and add details and notations where applicable.
  - 2. Refer instances of uncertainty to Architect/Engineer through Prime Contractor for resolution.
  - 3. Final Submittal: Marked-up set of record documents including all drawings, whether or not changes and additional information were recorded.

## 2.3 RECORD SPECIFICATIONS

- A. Submit the Project's Specifications with changes recorded.

## 2.4 RECORD PRODUCT DATA

- A. Where product data is required as part of operation and maintenance manuals, submit the marked-up product data as part of the manual and not as record product data.

## 2.5 MISCELLANEOUS RECORDS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work.
- B. File miscellaneous records and identify each, ready for continued use and reference.

## PART 3 - EXECUTION

### 3.1 DISTRIBUTION

- A. Coordinate the distribution of project correspondence, meeting minutes and submittals in electronic format to all contract and interested project members. Unless otherwise required under this Contract, keep all records in secure digital formats and use electronic methods of distribution.
  - 1. If hard copy (paper) documents are required by any project entity, that entity is responsible to print/create them.
  - 2. Samples and other physical materials must be both digitally documented (photo) and submitted physically.
- B. Propose to the Owner and Architect the software recommended to accomplish the submittals process as required under this Contract. See Section 01 3300 - Submittal Procedures, for software requirements.
  - 1. Include the costs of software and services under this requirement in the Bid submitted. Owner will bear no additional costs for this purpose.
  - 2. Architect, Consultants and Owner will provide the necessary software to view and/or edit submittals, correspondence, and other documents. Contractor will bear no costs for this purpose. All parties are responsible for the training and use of the selected software/method in the course of construction.
- C. Documents delivered by the Prime Contractor in electronic format and by electronic distribution methods include, but are not limited to, the following:
  - 1. Project Directory: Compile a digital Directory List in a universal editable format, such as Microsoft Excel, of all project contacts, parties, resources, etc. and inclusive so all interested project parties receive communications, correspondence, information and submittals.
  - 2. All original construction progress documentation, submittals, redlines, revisions, etc.
  - 3. Final Submittals and Documentation:
    - a. All final construction documents, all close-out documents.
    - b. Provide final submittals as an organized, indexed set of electronic documents on digital recording media of "universal" means. Label the contents, indicating:
      - 1) The Project's name, location, Owner, Architect and Architect's Project Number.
      - 2) A listing of the media's contents.
    - c. Forward sets of Closeout Documents to:
      - 1) Owner
      - 2) Architect
      - 3) Project Consultants
      - 4) Pertinent Subcontractors and Suppliers

### 3.2 STORAGE AND MAINTENANCE

- A. Maintain one copy of each submittal during the construction period for Project Record Document purposes.

- B. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- C. Store record documents and samples in the field office apart from the Contract Documents used for construction.
- D. Use of project record documents for construction purposes is not allowed.
- E. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.
- F. Insure access to project record documents for Architect's/ Engineer's reference during normal working hours.

**END OF SECTION**

**SECTION 02 4119****SELECTIVE DEMOLITION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work described in this Section acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. This Section includes demolition of selected materials, equipment and systems to facilitate remodeling.
- C. Work Included:
  - 1. Hazardous material awareness.
  - 2. Demolition of selected portions of the building.
- D. Related Sections:
  - 1. Section 01 5000 – Construction Facilities and Temporary Controls.
  - 2. Section 01 7329 – Cutting and Patching.
  - 3. Section 01 7419 – Construction Waste Management and Disposal.

**1.2 REFERENCES**

- A. See Section 01 4200 – References, for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 – References, for universal definitions related to the Work.
  - 2. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
  - 3. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
  - 4. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
  - 5. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.3 QUALITY ASSURANCE**

- A. See Section 01 4000 – Quality Requirements, for general quality criteria that the Work shall fulfill.
- B. Work to Conform to:
  - 1. ANSI A10.6.
  - 2. NFPA 241.
  - 3. OSHA 29 CFR 1926.
  - 4. Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
  - 5. Resilient Floor Covering Institute (RFCI) January 2018 Recommended Work Practices for Removal of Resilient Floor Coverings.

- C. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition by methods and with materials that do not void existing warranties.
- D. Coordination and Pre-Construction (Demolition) Meeting
  - 1. Per Section 01 3100 – Project Management and Coordination.
  - 2. Pre-construction meeting to be conducted one week before demolition begins.
  - 3. Review methods and procedures related to selective demolition, including but not limited to the following:
    - a. Inspect and discuss condition of construction to be selectively demolished.
    - b. Review and finalize selective demolition schedule and verify availability of material, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
    - c. Review requirements of work performed by other trades that relies on substrates exposed by selective demolition operations.
    - d. Review areas where existing construction is to remain and requires protection.
    - e. Review sequencing of demolition work relative to the Owner operations being maintained within the structure.

## 1.4 SUBMITTALS

- A. All submittals under the provisions of Section 01 3300 – Submittal Procedures, unless noted otherwise. Refer to Section 01 3300 – Submittal Procedures, Paragraph 3.1, for descriptions of submittal items. Submittals listed below are required:
  - 1. Schedule of Selective Demolition Activities:
    - a. Prime Contractor to provide detailed sequence of selective demolition activities and removal work, with starting and ending dates for each activity to ensure Owner's on-site operations are uninterrupted.
    - b. Coordinate with Prime Contractor for shutoff, capping, and continuation of utility services.
    - c. Use of existing elevator is prohibited.
    - d. Provide dust-, weather-, and noise-control temporary partitions and means of egress.
    - e. Coordinate Owner's continuing occupancy of portion of existing building and of Owner's partial occupancy of completed Work.
    - f. Provide means of protection for items to remain and items in path of waste removal from building.
  - 2. Pre-Demolition Photographs and/or Videos: Show existing conditions of adjoining construction and site improvements, including finished surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

## PART 2 - PRODUCTS

### 2.1 NOT USED

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Hazardous Materials: It is not expected that hazardous material will be encountered in the Work.
- B. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- C. Survey existing conditions and correlate with requirements to determine extent of selective demolition required.

- D. Inventory and record the condition of items to remove and reinstall and items to remove and salvage.
- E. When unanticipated mechanical, electrical, or structural elements conflict with intended function or design, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- F. Survey of Existing Conditions: Record existing conditions by use of existing measured drawings, preconstruction photographs and/or videos.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 DEMOLITION

#### A. Selective Demolition

##### 1. Project Conditions/ Environmental Controls

- a. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
- b. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- c. Storage or sale of demolished items or materials on-site is not allowed.
- d. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- e. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1) Arrange/ coordinate with Owner to shut off services/systems.
  - 2) Issue a notice 2 days prior to scheduled shutoff.
  - 3) If services/systems are to be removed, relocated, or abandoned, before proceeding with selective demolition, provide temporary services/systems that bypass the area of selective demolition and that maintain continuity of services/systems to other parts of the building.
  - 4) Cut off pipe or conduit in walls or partitions to be removed.
  - 5) Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.
  - 6) Where the entire wall is to be removed, existing services/systems may be removed with removal of the wall.
- f. Fire-protection facilities: Maintain service during selective demolition operations.

##### 2. Preparation:

- a. Plan selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- b. Comply with requirements for access and protection specified in Section 01 5000 – Construction Facilities and Temporary Controls.
  - 1) Install barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities.
  - 2) Ensure safe passage of people around selective demolition area and to and from occupied portions of building.
- c. Install temporary weather protection during interval between selective demolition and new construction, to prevent water leakage and damage to structure and interior areas.

- d. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - e. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - f. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 5000 – Construction Facilities and Temporary Controls.
3. Demolition Requirements - General:
- a. Demolish and remove existing construction only to the extent required by new construction and as indicated.
  - b. Use methods required to complete the Work within limitations of governing regulations.
  - c. Proceed with selective demolition systematically, from higher to lower level.
  
  - d. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled manner.
  - e. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - f. Neatly cut openings and holes plumb, square, and true to dimensions required.
    - 1) Use cutting methods least likely to damage construction to remain or adjoining construction.
    - 2) Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
    - 3) Temporarily cover openings to remain.
  - g. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - h. Do not use cutting torches until work area is cleared of flammable materials.
    - 1) At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations.
    - 2) Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
    - 3) Maintain adequate ventilation when using cutting torches.
  - i. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials.
  - j. Locate selective demolition equipment and remove debris and materials in a manner that does not impose excessive loads on supporting walls, floors, or framing.
  - k. Dispose of demolished items and materials promptly.

### 3.3 POST-DEMOLITION REQUIREMENTS

- A. Clean the Work and affected adjacent materials per the manufacturer's written instructions.
  - 1. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations.
  - 2. Return adjacent areas to condition that existed before selective demolition operations began.
- B. Protect the Work per Section 01 4000 - Quality Requirements, Article 3.5 Protection.

**END OF SECTION**

**SECTION 07 9200****JOINT SEALANTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work described in this Section acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. System Description:
  - 1. Exterior elastomeric joint sealants.
- C. Related Sections:
  - 1. Section 01 2200 – Unit Prices, for additions to and deletions from the Work as authorized by the Architect/ Engineer.
    - a. Unit prices include the cost of preparing existing construction to receive the work indicated and costs of field quality control required for units of work completed.
  - 2. Section 09 9000 – Painting

**1.2 REFERENCES**

- A. See Section 01 4200 – References, for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 – References, for universal definitions related to the Work.
  - 2. Class: Identifies sealants that can withstand an increase and decrease of  $\pm X\%$ .
  - 3. Grade NS: Non-sagging sealants for joints in vertical surfaces.
  - 4. Grade P: Sealants for joints in horizontal surfaces.
  - 5. Type M: Multi-component sealant.
  - 6. Type S: Single component sealant.
  - 7. Use M, G and A: Sealants that will remain adhered to Mortar, Glass (and tile work) and Aluminum.
  - 8. Use NT: Sealants for non-traffic exposures.
  - 9. Use O: Sealants that will remain adhered to other surfaces than M, G and A.
  - 10. Use T: Use in joints subject to pedestrian and vehicle traffic.

**1.3 QUALITY ASSURANCE**

- A. See Section 01 4000 -- Quality Requirements, for general quality criteria that the Work shall fulfill.
- B. Work to Conform to:
  - 1. 40 CFR 59, Subpart D, National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Compatibility: Joint sealants and accessory materials that are compatible with one another and with materials in close proximity under use conditions as demonstrated by sealant manufacturer using ASTM C1087 testing and related experience.
  - 3. ASTM C920.

**C. Qualifications**

1. Installer: Experienced, equipped and trained for application of joint sealants. Designate one individual as project foreman to be on site at all times during installation.

**D. Coordination and Pre-Installation Meeting**

1. Per Section 01 3100 -- Project Management and Coordination.
2. Conduct pre-installation meeting one week before installation.

**1.4 SUBMITTALS**

- A. All submittals under the provisions of Section 01 3300 -- Submittal Procedures, unless noted otherwise. Refer to Section 01 3300 -- Submittal Procedures, Paragraph 3.1, for descriptions of submittal items. Submittals listed below are required:

1. Product Data: Data sheets on materials and finish, including but not limited to sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
  - a. Provide sealant manufacturer's test report that shows whether the sealant requires priming to obtain acceptable adhesion to joint substrates when tested per ASTM C794.
  - b. Where sealants are required to be non-staining, provide sealant tests per ASTM C1248 as non-staining on porous joint substrates indicated for the Project.
2. Manufacturer's installation instructions.
3. Manufacturer's samples for selection.
4. Warranty:
  - a. Special installer's warranty with original statement on installer's letterhead in which installer agrees to repair or replace joint sealants that deteriorate or fail within the warranty period.
    - 1) Warranty Period: Two (2) years from date of Substantial Completion.
  - b. Special manufacturer's warranty in which joint sealant manufacturer agrees in writing to supply joint sealants to repair or replace those that deteriorate or fail under normal use within the warranty period.
    - 1) Warranty Period: Twenty (20) years for silicone sealants from date of Substantial Completion.
  - c. Special warranties exclude deterioration or failure of joint sealants under normal use due to stresses that exceed the sealant manufacturer's written specifications, joint substrate deterioration, mechanical damage, or normal accumulation of dirt or other contaminants.

- B. Extra Stock: One (1) tube of each type and color of sealant.

**1.5 ELECTRONIC LINKS**

- A. <http://www.swrionline.org/>

**PART 2 - PRODUCTS****2.1 SYSTEMS - Basis of Design**

- A. Silicone Joint Sealant (JS-2)
1. Description: Single-component, non-sag, neutral-curing.
  2. Manufacturer: Dow Chemical Company, DOWSIL 790 Silicone Building Sealant.
  3. Attributes:
    - a. Type S, Grade NS.

- b. Class 100/50.
  - c. For use T, NT.
  - d. Non-paintable.
  - e. Colors: See Schedule at the end of this Section.
4. Performance:
    - a. ASTM C920.
    - b. SWRI validation.
    - c. Hardness, ASTM C661: 15 durometer Shore A.
    - d. Volatile Organic Compound (VOC) Content: 26 g/L maximum.
    - e. ASTM C1248: No staining on concrete, granite, limestone, and brick.
  5. Substitutions: Under provisions of Section 01 6000 -- Materials and Equipment.
- B. Silicone Joint Sealant (JS-3)
1. Description: Single-component, non-sag, neutral-curing.
  2. Manufacturer: Dow Chemical Company, DOWSIL 791 Silicone Weatherproofing Sealant.
  3. Attributes:
    - a. Type S, Grade NS.
    - b. Class 50.
    - c. For use NT, G, M and A.
    - d. Non-paintable.
    - e. Colors: See Schedule at the end of this Section.
  4. Performance:
    - a. ASTM C920.
    - b. SWRI validation.
    - c. Hardness, ASTM C661: 34 durometer Shore A.
    - d. Volatile Organic Compound (VOC) Content: 30 g/L maximum.
    - e. ASTM C1248: No staining on concrete, granite, limestone, and brick.
  5. Substitutions: Under provisions of Section 01 6000 -- Materials and Equipment.
- C. Silicone Joint Sealant (JS-4)
1. Description: Single-component, non-sag, neutral-curing.
  2. Manufacturer: Dow Chemical Company, DOWSIL 795 Silicone Building Sealant.
  3. Attributes:
    - a. Type S, Grade NS.
    - b. Class 50.
    - c. For use NT, G, A and O.
    - d. Non-paintable.
    - e. Colors: See Schedule at the end of this Section.
  4. Performance:
    - a. ASTM C920.
    - b. SWRI validation.
    - c. Hardness, ASTM C661: 35 to 45 durometer Shore A.
    - d. Volatile Organic Compound (VOC) Content: 32 g/L maximum.
    - e. ASTM C1248: No staining on concrete, granite, limestone, and brick.
  5. Substitutions: Under provisions of Section 01 6000 -- Materials and Equipment.
- D. Silicone Joint Sealant (JS-10)
1. Description: Single-component, low modulus, silicone joint sealant for concrete.
  2. Manufacturer: Dow Corning, 888.
  3. Attributes: ASTM D5893/D5893M, Type SL.

4. Substitutions: Under provisions of Section 01 6000 - Materials and Equipment.

## **2.2 SYSTEM ACCESSORIES/COMPONENTS**

- A. Joint Substrate Primers: Substrate primer recommended by sealant manufacturer for application.
- B. Cylindrical Sealant Backing
  1. Manufacturer: As recommended by sealant manufacturer.
  2. Attributes:
    - a. Bi-cellular material with surface skin.
    - b. Or Type O closed-cell polyurethane.
    - c. Size: 1.25 times the widest part of the joint to receive sealant.
  3. Performance:
    - a. ASTM C1330.
    - b. Type B, non-absorbent.
- C. Bond Breaker Tape
  1. Description: Polymer tape compatible with joint sealant materials.
  2. Manufacturer: As recommended by sealant manufacturer.

## **PART 3 - EXECUTION**

### **3.1 INSPECTION**

- A. Before installation, verify substrate and adjoining work is ready to receive installation of the Work under this Section, per Section 01 4000 – Quality Requirements, Article 3.3 Inspections.

### **3.2 INSTALLATION**

- A. Perform and complete all installation of the Work under this Section per the manufacturer's written recommendations approved during the shop drawing submittal process.
- B. Quality Control & Testing
  1. Perform adhesion tests in accordance with manufacturer's instructions and with ASTM C1193, Method A.
    - a. Perform 5 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate, and one test for each 1000 feet of joint length thereafter, minimum.
    - b. For sealant applied between dissimilar materials, test both sides of joint.
  2. Remove sealants failing adhesion test, clean substrates, reapply sealants, and re-test. Test adjacent sealants to failed sealants.
  3. Submit report of field adhesion testing to Architect indicating tests, locations, dates, results and remedial actions taken.

### **3.3 POST-INSTALLATION REQUIREMENTS**

- A. Clean the Work and affected adjacent materials per the manufacturer's written instructions.
- B. Protect the Work per Section 01 4000 – Quality Requirements, Article 3.5 Protection.
- C. Dispose of and manage construction waste per Section 01 7419 – Construction Waste Management.

### 3.4 SCHEDULES

- A. Install joint sealants in locations and colors including, but not limited to, the following. Final color selections will be confirmed on site based on actual materials used.
1. Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
    - a. JS-2.
    - b. Color: Match Face brick mortar.
  2. Concealed internal metal to metal joints.
    - a. JS-3.
    - b. Color: Clear or white.
  3. Exterior joints at perimeter of framed openings in masonry.
    - a. JS-4.
    - b. Color: As selected by Architect from manufacturer's standard range of colors.
  4. Exterior vertical joints in steel to masonry surfaces.
    - a. JS-10.
    - b. Color: Match existing, as selected by Architect from manufacturer's standard range of colors..

**END OF SECTION**



**SECTION 09 9000**

**PAINTING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work described in this Section acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. System Description: Paint systems.
- C. Work Included:
  - 1. Exterior painting.
  - 2. Interior painting.
- D. Related Sections:
  - 1. Section 02 4119 – Selective Demolition
  - 2. Section 07 9200 - Joint Sealants.

**1.2 REFERENCES**

- A. See Section 01 4200 - References, for all Abbreviations, Acronyms, ANSI & ASTM standards, Specialty Codes and Trade Practices that are referenced herein.
- B. Definitions:
  - 1. See Section 01 4200 - References, for universal definitions related to the Work.
  - 2. Refer to ASTM D16 for definitions of terms relating to this Section.
  - 3. Paint: Finishing products including primers, sealers, fillers, emulsions, enamels, epoxies, stains, lacquers, varnishes, and other applied materials used as prime coats, intermediate coats, or finish coats.
  - 4. System: Materials and quantities recommended by the manufacturer in combinations and sequences for the specified substrate/surface, including preparation, priming or sealing, intermediate coats, and finish coats.
  - 5. Exposed Surfaces: Surfaces that will not be covered by other finishes or finish materials when construction is complete.
  - 6. Concealed Surfaces: Surfaces covered by other finishes or finished materials in a manner that the surface will not be exposed to view when construction is complete.
  - 7. Gloss Levels: Levels specified herein are based on the following ranges established under a specific degree meter by the ASTM D523 test method:

<u>Gloss Description</u>	<u>ASTM Level</u>	<u>D523 Test</u>
Flat	0 - 15	85-degree meter
Eggshell	5 - 20	60-degree meter
Semi-Gloss	30 - 65	60-degree meter
Gloss	Over 65	60-degree meter

**1.3 QUALITY ASSURANCE**

- A. See Section 01 4000 - Quality Requirements, for general quality criteria that the Work shall fulfill.
- B. Coordination and Pre-Installation Meeting

1. Per Section 01 3100 - Project Management and Coordination.
2. Conduct pre-installation meeting one week before installation.

#### 1.4 SUBMITTALS

- A. All submittals under the provisions of Section 01 3300 - Submittal Procedures, unless noted otherwise. Refer to Section 01 3300 - Submittal Procedures, Paragraph 3.1, for descriptions of submittal items. Submittals listed below are required:
1. Product data.
  2. Schedule:
    - a. Submit paint system schedule identifying the manufacturer's system intended for each substrate identified.
    - b. If submitting a manufacturer's products other than those specified as the basis of design, correlate each proposed product with the basis of design product.
  3. Manufacturer's installation instructions.
  4. Manufacturer's Samples for Verification (Draw-Downs):
    - a. Samples for each type of paint system, in each color and gloss of topcoat indicated.
    - b. Submit samples on rigid backing, 8-1/2 x 11 inches.
    - c. Step coats on samples to show each coat required for system.
    - d. Label each coat of each sample.
    - e. Label each sample for location and application area.
  5. Maintenance procedures.
  6. Warranty: Manufacturer's standard warranty.

### PART 2 - PRODUCTS

#### 2.1 SYSTEMS - Basis of Design

- A. Paint (P)
1. Basis of Design: Sherwin Williams (SW).
  2. Color/Finish: Refer to the Schedules at the end of this Section.
  3. Performance:
    - a. Paint system products that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
    - b. Ready mixed. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
    - c. Good flow and brushing properties; capable of drying or curing free of streaks or sags.
  4. Substitutions: Substitutions are allowed if they meet or exceed the Basis of Design. See Section 01 6000 - Materials and Equipment for provisions for substitution requirements. See also Section 01 6001 Substitution Cover Letter.
    - a. Products from the following manufacturers are prior approved if they meet or exceed the Basis of Design requirements stated above:
      - 1) PPG Paints (PPG)
      - 2) Clark & Kensington (C&K)
- B. Pre-paint Cleaner
1. Description: No rinse concentrated alkaline detergent.
  2. Manufacturer: Great Lakes Laboratories, No Rinse Prepaint Cleaner.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Before installation, verify substrate and adjoining work is ready to receive installation of the Work under this Section, per Section 01 4000 - Quality Requirements, Article 3.3 Inspections.
- B. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the acceptable manufacturers recommendations and requirements.

### 3.2 INSTALLATION

- A. Perform and complete all installation of the Work under this Section per the manufacturer's written recommendations approved during the shop drawing submittal process.
- B. Paint
  - 1. Preparation:
    - a. Protect elements surrounding the work of this Section from damage.
      - 1) Use drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
      - 2) Coordinate with removal of existing caulking and sealant scope prior to preparing surfaces for finishing.
      - 3) Remove or mask adjacent materials as required.
    - b. Correct minor defects and clean surfaces that affect work of this Section.
      - 1) Impervious Surfaces:
        - a) Remove mildew by scrubbing with a solution of tri-sodium phosphate and bleach.
        - b) Rinse with clean water and allow surface to dry.
      - 2) Aluminum Surfaces:
        - a) Remove surface contamination using steam or high-pressure water. Acid etch and solvent wash to remove oxidation.
        - b) Apply etching primer immediately following cleaning.
      - 3) Plaster Surfaces:
        - a) Fill hairline cracks, small holes, and imperfections with latex patching plaster.
        - b) Make smooth and flush with adjacent surfaces.
        - c) Wash and neutralize high alkali surfaces.
      - 4) Galvanized Surfaces:
        - a) Remove surface contamination and wash with solvent.
        - b) Lightly etch surfaces by mechanical means.
      - 5) Uncoated Steel and Iron Surfaces:
        - a) Remove grease, scale, dirt and rust.
        - b) Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent.
        - c) Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned.
        - d) Spot-prime after repairs.
      - 6) Previously Painted Exterior Metal Surfaces:

- a) Sand and scrape to remove loose paint and corrosion.
  - b) Clean surfaces with solvent.
  - c) Apply 1st coat.
  - d) Conduct "cross hatch" test to three separate areas according to ASTM 3359 to confirm 5 percent or less adhesion loss.
- 7) Hollow Metal Doors and Frames and other misc. Steel Components:
- a) Sand and prepare surface imperfections for filler.
  - b) Apply auto body filler and allow to dry.
  - c) Sand as required, feathering edges so repairs are not visible after priming.
  - d) Prepare surfaces to be primed in accordance with SSPC SP-2.
  - e) Apply primer. Do not prime surfaces in direct contact with concrete or where field welding is required.
  - f) If imperfections are visible after priming, reapply filler and repeat the process as necessary.
2. Project Conditions/Environmental Requirements:
- a. Monitor and record surface and ambient temperatures to maintain at manufacturer's recommended levels before, during, and after application of finishes.
  - b. Do not apply exterior coatings during rain or snow, or when relative humidity is above the manufacturer's recommended level.
  - c. Minimum Application Temperatures for Latex Paints:
    - 1) 50 degrees F and rising for exterior.
    - 2) Otherwise as required by manufacturer's instructions.
  - d. Selected Category VOC Compliancy Limits:
 

1) Non-Flat Coatings	Limit 150 g/L
2) Primers, Sealers and Undercoaters	Limit 200 g/L
3) Rust Preventative Coatings	Limit 400 g/L
4) Industrial Maintenance Coatings	Limit 340 g/L
3. Installation Requirements:
- a. Prime and surface prep all steel not previously shop-primed.
  - b. Do not apply finishes to surfaces that are not dry.
  - c. Apply each coat to a uniform finish.
  - d. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
  - e. Sand lightly as required between coats to achieve required finish.
  - f. Allow each coat to dry before applying the next coat.
  - g. Brush Application:
    - 1) Use brushes best suited for the material applied.
    - 2) Brush out and work paint onto surfaces in a uniform, even film.
    - 3) Cloudiness, spotting, holidays, laps, brush marks, runs, sags, and other surface imperfections are not acceptable.
  - h. Roller Application:
    - 1) Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
    - 2) Roll out and work paint onto the surfaces in a uniform, even film.
    - 3) Cloudiness, spotting, holidays, lap marks, runs, sags, and other surface imperfections are not acceptable.
  - i. Spray Application:
    - 1) Airless or air pressure spray equipment as recommended by paint manufacturer for the particular product.
    - 2) Apply each coat uniformly to achieve the equivalent thickness of brush coats.
    - 3) Do not double back to build up film thickness of two coats in one pass.

- 4) Cloudiness, spotting, holidays, lap marks, runs, sags, and other surface imperfections are not allowed.
- 4. Adjustments: Repair damage to other surfaces caused by work of this Section.

**3.3 POST-INSTALLATION REQUIREMENTS**

- A. Clean the Work and affected adjacent materials per the manufacturer's written instructions.
  - 1. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
  - 2. During progress of the Work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
  - 3. At the completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- B. Protect the Work per Section 01 4000 - Quality Requirements, Article 3.5 Protection.
  - 1. Protect work of other trades against damage from paint application. Correct damage to the work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. Dispose of and manage construction waste per Section 01 7419 - Construction Waste Management.
  - 1. Collect cotton waste, cloths, and material that may constitute a fire hazard, place in closed metal containers and remove daily from site.

**3.4 SCHEDULES**

- A. Exterior Ferrous Metals
  - 1. Systems:
    - a. 1st Coat: Pro Industrial Pro-Cryl Universal Primer, B66-1300 Series.
      - 1) 5-10 mils wet, 2-4 mils dry.
    - b. 2nd Coat: Solo Acrylic, A76 Series.
    - c. 3rd Coat: Solo Acrylic, A76 Series.
      - 1) 4 mils wet, 1.5 mils dry per coat.
  - 2. Locations: Including but not limited to hollow metal doors and frames, exterior exposed structural steel, etc.
- B. Exterior Cement Plaster Substrates:
  - 1. Latex System
    - a. Prime Coat: Exterior, alkali-resistant, water-based primer.
    - b. Intermediate Coat: Matching topcoat.
    - c. Topcoat: Exterior latex paint, semigloss.
  - 2. Locations: Including but not limited to entrance soffits.
- C. Color, Manufacturer, Finish, Location (See Drawings)

	<b>Paint</b>	<b>Mfg</b>	<b>Finish</b>	<b>Color</b>	<b>Locations</b>
1.	P-1	SW	Semi-Gloss	Match Existing	Exterior HM Doors and Frames
2.	P-2	SW	Semi-Gloss	Match Existing	Exterior Structure
3.	P-3	SW	Semi-Gloss	Match Existing	Exterior Plaster Soffits

**END OF SECTION**