**CONTRACT DOCUMENTS** 

**AND** 

**DETAILED SPECIFICATIONS** 

**BARBOUR COUNTY COMMISSION** 

BARBOUR COUNTY, WEST VIRGINIA

**FOR** 

BARBOUR COUNTY COURTHOUSE RESTORATION AND REPAIR OF THE SKYLIGHT AND ROOF SYSTEM

**OCTOBER 1, 2020** 

THRASHER PROJECT #060-10120



# BARBOUR COUNTY COMMISSION BARBOUR COUNTY, WESTVIRGINIA PROPOSED

# BARBOUR COUNTY COURTHOUSE RESTORATION AND REPAIR OF THE SKYLIGHT AND ROOF SYSTEM

#### - I N D E X -

# **BIDDING DOCUMENTS**

Advertisement for Bids	RFB
Bid Opening Requirements  Bid Opening Checklist  Certification of Receipt of Addenda  Bid Bond Sample (AIA310)  WV Code §21-1D-55 Drug Free Work Place Compliance  Affidavit on Non-Collusion	BOR
Bid Form	BID
Standard Form of Agreement between Owner and Contract	AIA A101
Performance and Payment Bonds	AIA A312
Change Order	AIA G701
Application and Certificate for Payment	AIA G702/G703
Certificate of Substantial Completion	AIA G704
Contractor's Affidavit of Payment of Debts and Claims	AIA G706
Contractor's Affidavit of Release of Liens	AIA G706A
Consent of Surety to Final Payment	AIA G707
Consent of Surety to Reduction in or Partial Release of Retainage	AIA G707A
Request for Information	AIA G716
General Conditions	AIA 201

The Thrasher Group, Inc. Modification & Supplements to AIA A201

# **SPECIFICATIONS**

Summary	011000
Unit Prices	012200
Alternates	012300
Substitution Procedures	012500
Contract Modification Procedures	012600
Payment Procedures	012900
Project Management and Coordination	013100
Construction Progress Schedule	013216
Photographic Documentation	013233
Submittal Procedures	013300
Alteration Project Procedures	013516
Quality Requirements	014000
Quality Requirements References	014000 014200
References	014200
References Temporary Facilities and Controls	014200 015000
References Temporary Facilities and Controls Execution and Closeout Requirements	014200 015000 017000
References Temporary Facilities and Controls Execution and Closeout Requirements Closeout Procedures	014200 015000 017000 017700
References Temporary Facilities and Controls Execution and Closeout Requirements Closeout Procedures Project Record Documents	014200 015000 017000 017700 017839
References Temporary Facilities and Controls Execution and Closeout Requirements Closeout Procedures Project Record Documents Miscellaneous Rough Carpentry	014200 015000 017000 017700 017839 061053
References Temporary Facilities and Controls Execution and Closeout Requirements Closeout Procedures Project Record Documents Miscellaneous Rough Carpentry Clay Roof Tiles	014200 015000 017000 017700 017839 061053 073213

#### ADVERTISEMENT FOR BIDS

## BARBOUR COUNTY COMMISSION BARBOUR COUNTY COURTHOUSE RESTORATION AND REPAIR OF THE SKYLIGHT AND ROOF SYSTEM

#### THRASHER PROJECT #060-10120

Sealed Bids for the Barbour County Courthouse Restoration and Repair of the Skylight System will be received at the office of The Thrasher Group, Inc. located at 600 White Oaks Blvd., Bridgeport, WV 26330, until 1:30 p.m., E.S.T., on October 20, 2020 for furnishing labor and materials and performing all Work set forth in the Contract Documents prepared by The Thrasher Group, Inc. Immediately following the scheduled closing time for the reception of Bids, all proposals which have been submitted in accordance with the conditions of the Contract Documents will be publicly opened and read aloud at 2:00 p.m., L.P.T. through live-stream, as social distancing guidelines will be followed. A link for the live-stream of the Bid Opening will be provided via Addendum.

The approximate quantities of Work to be Bid upon are as described as follows:

The historic renovation includes roof repair and skylight replacement of the Barbour County Courthouse.

The Work of the skylight will be substantially completed by Friday February 26<sup>th</sup> 2021. Liquidated damages shall be \$500.00 per day.

Contract Documents may be examined at the following places:

Barbour County Commission 26 North Main Street Philippi, WV 26416 The Thrasher Group, Inc. 600 White Oaks Boulevard Bridgeport, WV 26330

Contractor's Association of WV 2114 Kanawha Boulevard East Charleston, WV 25311

Complete sets of Bidding Documents may be obtained from the office of The Thrasher Group, Inc., 600 White Oaks Boulevard, P. O. Box 940, Bridgeport, WV 26330, for the following costs:

- Bidding Documents issued as hard copy drawings and hard copy specifications are available for \$30 per set.
- Bidding Documents issued as digital drawings and digital specifications are available free of charge.

Amounts paid are not subject to refund.

A two envelope system will be used.

Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder

Bid for Barbour County Courthouse Restoration and Repair of the Skylight and Roof System

Received by The Thrasher Group, Inc. on behalf of the Barbour County Commission

Envelope No. 2 labeled "Bid Proposal" shall also be placed inside of Envelope #1.

Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance as outlined on the Bid Opening Checklist on page BOR - 1 of these contract documents. If such documents are found to be in order, Envelope No. 2 "Bid Proposal", will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 "Bid Proposal" will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder.

A Bidder may not withdraw his Bid for a period of thirty (30) days after the date set for the opening of Bids.

Bids shall be accompanied by a Bid Bond payable to the Barbour County Commission, an amount equal to five percent (5%) of the Total Bid.

Contractor is required to provide the Drug Free Workplace Certification in accordance with WV Code 21-1D-5.

All Bidders are required to have a West Virginia Contractor's License per Section §21-11-11 of the West Virginia Code.

Bids received after the scheduled closing time for the reception of Bids will be returned unopened to the Bidders.

Barbour County Commission reserves the right to reject any and all Bids.

A pre-bid conference will be held via conference call and Go-To-Meeting on Thursday, October 1, 2020 at 11:00 a.m. L.P.T. The call-in number for the conference call is 304-848-6940; conference number: 1382812. The Go-To-Meeting web address is <a href="https://global.gotomeeting.com/join/456953517">https://global.gotomeeting.com/join/456953517</a>.

#### **Architect**

The Thrasher Group, Inc. 600 White Oaks Boulevard Bridgeport, WV 26330 Lee Gustafson

#### Owner

Barbour County Commission 26 North Main Street Philippi, WV 26416 Shana Frey, County Administrator

## BARBOUR COUNTY COMMISSION BARBOUR COUNTY, WEST VIRGINIA PROPOSED

## BARBOUR COUNTY COURTHOUSE RESTORATION AND REPAIR OF THE SKYLIGHT AND ROOF SYSTEM Thrasher Project # 060-10120

A two envelope system will be used. Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance, as outlined on this page. If such documents are found to be in order, sealed Envelope No. 2 "Bid Proposal", which shall also be placed inside of Envelope #1, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 "Bid Proposal" will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder. At that time, the Owner will declare the Bidder non-responsive. The lowest responsive, responsible Bidder shall be the Bidder who has completed all of the requirements of the "Bid Opening Requirements" and has the lowest total bid.

#### BID OPENING REQUIREMENT CHECKLIST

Iter	n	Completed Satisfactory (Check if completed)
1.	Bid submitted on time	
2.	Certification of receipt of all addenda to Plans and Specifications. (BOR- 2)	
3.	Bid Bond (BOR 3 & 4 Sample)	
4.	West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR-5 & 6)	
5.	Affidavit of Non-Collusion (BOR -7)	
6.	Any additional special requirements (by owner or engineer)  1. Copy of WV Contractor License	

# **Certification of Receipt of Addenda**

In s	submitting this Bid, Bidder represents	s, as more fully set forth in the Agreement, that:
(a)	Bidder has examined copies of all t	the Contract Documents and the following Addenda
<u>Dat</u>	<u>teNumber</u>	
		Signature
		Date

Name and Title of Signer

(Please Type)

To Be Submitted in Envelope No. 1 Item No. 3 on Bid Opening Requirements Checklist

# DRAFT AIA Document A310 - 2010

#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)

« »« » « »

#### SURETY:

(Name, legal status and principal place of business)

« »« » « »

#### OWNER:

(Name, legal status and address)
«Barbour County Commission»«»
«26 North Main Street
Philippi, WV 26416»

BOND AMOUNT: \$ « »

#### PROJECT:

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

«Barbour County Courthouse Restoration and Repair of the Skylight and Roof System»

</p

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

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

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

#### ADDITIONS AND DELETIONS:

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

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

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





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1

	« »	1)
	(Contractor as Princip	oal) (Seal)
	« »	
(Witness)	(Title)	П
	« »	
	(Surety)	(Seal)
	« »	
(Witness)	(Title)	

2



## **Bid Bond**

#### **CONTRACTOR:**

(Name, legal status and address)

#### SURETY:

(Name, legal status and principal place of business)

#### OWNER:

(Name, legal status and address)
Barbour County Commission
26 North Main Street
Philippi, WV 26416

**BOND AMOUNT: \$** 

#### **PROJECT:**

(Name, location or address, and Project number, if any)
Barbour County Courthouse Restoration and Repair of the Skylight and Roof System

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

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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.

Signed and sealed this day of ,		
	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
	(Surety)	(Seal)
(Witness)	(Title)	

WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT AND SOLICITATIONS FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED IN THE FIRST ENVELOPE AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT IN THE FIRST ENVELOPE SHALL RESULT IN DISQUALIFICATION OF SUCH BID.



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

I,		_, after being first duly sworn, depose and state as follows:
1.	I am an employee of	; and, (Company Name)
2.	I do hereby attest that	(Company Name)
	•	for a drug-free workplace policy and that such plan and with <b>West Virginia Code</b> §21-1D.
The a	above statements are swo	orn to under the penalty of perjury.
		Printed Name:
		Signature:
		Title:
		Company Name:
		Date:
STAT	E OF WEST VIRGINIA,	
COUI	NTY OF	, TO-WIT:
Take	n, subscribed and sworn t	to before me thisday of,,
Ву С	ommission expires	
(Sea	1)	
		(Notary Public)

# BARBOUR COUNTY COURTHOUSE RESTORATION AND REPAIR OF THE SKYLIGHT AND ROOF SYSTEM

#### AFFIDAVIT OF NON-COLLUSION

# THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT

State of West Virginia, County of \_\_\_\_: (Name of Authorized Individual Making Bid) residing at \_\_\_\_\_\_, being duly (Give Name of Bidder or Bidders) sworn does depose and say that (Business Address) (Give Names and Addresses of All Other Persons, Firms or Corporations Interested in the Bid.) \_ is or are the only person or persons interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without collusion or fraud; and also that no member of, head of any department or Bureau, or employee therein, or any Officer of Barbour County Commission is directly or indirectly interested therein. (Signature of Authorized Individual Making Bid) Subscribed and sworn to this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, (Notary Public)

# BID

Proposal of
(hereinafter called "BIDDER"), organized and existing under the laws of the State of
doing business as
<u>*</u> .
To Barbour County Commission (hereinafter called "OWNER").
In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform
all WORK for the Barbour County Courthouse Restoration and Repair of the Skylight and Roof
System in strict accordance with the CONTRACT DOCUMENTS, within the time set forth
therein, and at the prices stated below.
By submission of this BID, each BIDDER certifies, and in the case of a joint BID each
party thereto certifies as to its own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to this BID with any
other BIDDER or with any competitor.
BIDDER hereby agrees to commence WORK under this contract on or before a date to
be specified in the NOTICE TO PROCEED and to fully complete the Work of the Skylight by
August 1, 2020 and the Roof System 30 days thereafter. BIDDER further agrees to pay as
liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided
in Section 15 of the General Conditions.
BIDDER acknowledges receipt of the following ADDENDUM:
* T (6 (* 1) 16 (* 1) 11 12 11 12 11 11

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following lump sum:

# BARBOUR COUNTY COMMISSION BARBOUR COUNTY, WEST VIRGINIA FOR THE

# BARBOUR COUNTY COURTHOUSE RESTORATION AND REPAIR OF THE SKYLIGHT AND ROOF SYSTEM

# Thrasher Project #060-10120

#### **UNIT PRICES**

Item	Quantity	<b>Description with Unit Price Written</b>	Unit Price	Total Price
1	EA/Tile	Description of Item		
		Roof Tile Replacement	Dollars	
			Cents	
2	SF	Description of Item		
		Copper Flashing Replacement	Dollars	
			Cents	

NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS AND DESCRIPTIONS OF ITEMS.

Unit Prices have been computed in accordance with the following conditions:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### METHOD OF AWARD

If at the time this Contract is to be awarded, the lowest total base bid submitted by a qualified, responsive, responsible bidder, as listed in contract does not exceed the amount of funds estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the Owner may reject all bids. The Owner may award the contract on the total bid submitted by a qualified responsible bidder, less the amount(s) of the deductive alternate(s) subtracted in numerical order to produce the lowest bid within the funds available for financing.

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids.

BMITTED this day of	, 20
By(Company Name)	(SEAL)
Doing business as	
Business address:	
Phone No	
WV Contractor's License No.	
Authorized Signature	



# **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)

Barbour County Commission 26 North Main Street Philippi, WV 26416

and the Contractor:

(Name, legal status, address and other information)

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

Barbour County Courthouse Restoration and Repair of the Skylight and Roof System

Restoration and repair of the skylight and roof system.

The Architect:

(Name, legal status, address and other information)

The Thrasher Group, Inc. PO Box 940 600 White Oaks Blvd. Bridgeport, WV 26330 Telephone Number: (304) 624-4108 Fax Number: (304) 624-7831

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

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

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

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

**User Notes:** 

#### 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 f	from the date of commencement of	the Work.
[ ]	By the following date:		
are to be com	ct to adjustments of the Contract Time pleted prior to Substantial Completion of such portions by the following dates	n of the entire Work, the Contracto	
Port	ion of Work	Substantial Completion Date	
	Contractor fails to achieve Substantial assessed as set forth in Section 4.5.	Completion as provided in this Sec	ction 3.3, liquidated damages, if
	CONTRACT SUM oner shall pay the Contractor the Contract Contract Sum shall be (\$ ), subjections.		
§ 4.2 Alternat § 4.2.1 Altern	es nates, if any, included in the Contract S	Sum:	
item		Price	
execution of t	ct to the conditions noted below, the follows the state of this Agreement. Upon acceptance, the each alternate and the conditions that	Owner shall issue a Modification	to this Agreement.
Item		Price	Conditions for Acceptance
§ 4.3 Allowar	nces, if any, included in the Contract S	Sum:	
Item		Price	
§ 4.4 Unit pri	ces, if any: tem and state the unit price and quant	tity limitations, if any, to which the	unit price will be applicable.)
Item		Units and Limitations	Price per Unit (\$0.00)
	ted damages, if any: and conditions for liquidated damage.	s, if any.)	
§ 4.6 Other: (Insert provis	ions for bonus or other incentives, if a	any, that might result in a change to	o the Contract Sum.)

User Notes:

(1815568710)

#### 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.)

Init.

§ 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

(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
  - 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.)

%

#### **DISPUTE RESOLUTION** ARTICLE 6

#### § 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.)

(1815568710)

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Init.

8	6.2	Binding	Dispute	Resoluti	on
---	-----	---------	---------	----------	----

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)

User Notes:

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

#### § 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup>—2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

#### § 8.7 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>TM</sup>\_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

.5	Drawings			
	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda, if any:			
	Number	Date	Pages	

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

.8 Other Exhibits:

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

	]	J	AIA Document E204 <sup>1</sup> (Insert the date of the	M_2017, Sustainable Projec E204-2017 incorporated in	cts Exhibit, dated as ind to this Agreement.)	icated below:
	[	]	The Sustainability Plan	n:		
		Title		Date	Pages	
	[	J	Supplementary and oth	er Conditions of the Contra	act:	
		Docu	ment	Title	Date	Pages
This Agreeme	req pro doc	nuirem pposal cumen	nents, and other informa s, are not part of the Co	es that the advertisement or bid or proposal, portions of tion furnished by the Owne ntract Documents unless en only if intended to be part of the par	Addenda relating to bion in anticipation of rece	dding or proposal viving bids or
OWNER (Sig	natur	re)		CONTRACTO	R (Signature)	
(Printed nan	ne an	d title,	)	(Printed name	e and title)	

Init.



### Performance Bond

CONTRACTOR: (Name, legal status and address)	<b>SURETY:</b> (Name, legal status and principal place of business)
OWNER: (Name, legal status and address) Barbour County Commission 26 North Main Street Philippi, WV 26416	
CONSTRUCTION CONTRACT Date: Amount: \$ 0.00 Description: (Name and location)	tion and Repair of the Skylight and Roof
BOND Date: (Not earlier than Construction Contr	ract Date)
Amount: \$ Modifications to this Bond:	None See Section 16
	SURETY Company: (Corporate Seal)
Name and Title:	Signature: Name and Fitle: n the last page of this Performance Bond.)
(FOR INFORMATION ONLY — Nan AGENT or BROKER:	ne, address and telephone)  OWNER'S REPRESENTATIVE:  (Architect, Engineer or other party:)

#### **ADDITIONS AND DELETIONS:**

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

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

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

- § 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.

Init.

§ 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 addit CONTRACTOR AS PRINCIPAL	itional signatures of ad	ded parties, other than those a SURETY	appearing on the cover page.
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title: Address:		Name and Title: Address:	

# Payment Bond

#### CONTRACTOR: SURETY: (Name, legal status and address) (Name, legal status and principal place of business) **OWNER:** (Name, legal status and address) **Barbour County Commission** 26 North Main Street Philippi, WV 26416 CONSTRUCTION CONTRACT Date: Amount: \$ 0.00 Description: (Name and location) Barbour County Courthouse Restoration and Repair of the Skylight and Roof System **BOND** Date: (Not earlier than Construction Contract Date) Amount: \$ None Modifications to this Bond: See Section 18 **CONTRACTOR AS PRINCIPAL** SURETY Company: (Corporate Seal) Company: (Corporate Seal) Signature: Signature: Name and Name and Title: (Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:** 

#### **ADDITIONS AND DELETIONS:**

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

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

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

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 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;
  - the name of the person for whom the labor was done, or materials or equipment furnished;
  - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  - .4 a brief description of the labor, materials or equipment furnished;
  - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - .7 the total amount of previous payments received by the Claimant; and
  - 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided beloe CONTRACTOR AS PRIN	w for additional signatures of add	ded parties, other than those SURETY	appearing on the cover page.
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title: Address:		Name and Title: Address:	

# Change Order

PROJECT: (Name and address)
Barbour County Courthouse Restoration and Repair of the Skylight and Roof System

**CONTRACT INFORMATION:**Contract For: General Construction

CHANGE ORDER INFORMATION: Change Order Number: 001

Date:

Date:

OWNER: (Name and address)
Barbour County Commission
26 North Main Street
Philippi, WV 26416

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

CONTRACTOR: (Name and address)

PO Box 940

600 White Oaks Blvd. Bridgeport, WV 26330

#### THE CONTRACT IS CHANGED AS FOLLOWS:

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

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$ 0.00

The new Contract Sum including this Change Order will be

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

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

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

The Thrasher Group, Inc.  ARCHITECT (Firm name)	CONTRACTOR (Firm name)	Barbour County Commission OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE



# Application and Certificate for Payment

TO OWNER:	Barbour County Commission 26 North Main Street Philippi, WV 26416	PROJECT:	Barbour County Courthouse Restoration and Repair of the Skylight and Roof System	rrthouse Restoration ylight and Roof	APPLICATION NO: 001  PERIOD TO:  CONTRACT FOR: General Construction  ARCH	Distribution to:  OWNER:
FROM CONTRACTOR:		VIA ARCHITECT:	The Thrasher Group, Inc. PO Box 940 600 White Oaks Blvd. Bridgeport, WV 26330	, Inc. Ivd. 5330	8	RACTOR: C
CONTRACT Application is machine i	CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	AYMENT nection with the Co	nfract.	The undersigned information and b completed in accorby the Contractor	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	lowledge, has been been paid ssued and
1. ORIGINAL CON 2. NET CHANGE E	. ORIGINAL CONTRACT SUM		\$0.00	–	payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR:	w due.
3. CONTRACT SU	CONTRACT SUM TO DATE (Line 1 ± 2)		\$0.00		Date:	
4. IUIAL COMPL	4. I UIAL COMPLETED & STOKED TO DATE (Column G on G/U3)	G/03)	\$0.00			
	All Nave   1		\$0.00	County of: Subscribed and sworn to before me this day of	vorn to before day of	
b. 0 % of Stored N (Column F on G703)	% of Stored Material m F on G703)		\$0.00			
Total Retaina	Total Retainage (Lines 5a + 5b or Total in Column I of G703)	. G703)	\$0.00	_	res:	
3. TOTAL EARNE	. TOTAL EARNED LESS RETAINAGE		\$0.00		ARCHITECT & CERTIFICATE FOR PAYMENT	
(Line 4 Le	(Line 4 Less Line 5 Total)  '. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$0.00		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	the data st of the
(Line 6 fro	(Line 6 from prior Certificate)	L	00 00	Architect's knowle quality of the Worle entitled to payment	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.	cated, the ntractor is
3. BALANCE TO F	RETAINAGE		0000	AMOUNT CERTIFIED	AMOUNT CERTIFIED	00 0\$
(Line 3 less Line 6)	s Line 6)		\$0.00	(Attach explanation i	(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.)	on this certified.)
CHANGE ORDER SUMMARY	ER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT:		
Total changes ap	Total changes approved in previous months by Owner	\$0.00		By:	Date:	
Total approved this Month	his Month TOTALS	\$0.00	\$0.00	This Certificate is no	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor	Contractor
NET CHANGES	NET CHANGES by Change Order			named herein. Issuan the Owner or Contract	named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	y rights of

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# MATA Document G703 - 1992

# Continuation Sheet

001 ARCHITECT'S PROJECT NO: APPLICATION DATE: APPLICATION NO: PERIOD TO: Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, AIA Document, G702®-1992, Application and Certification for Payment, or G736TM-2009, Use Column I on Contracts where variable retainage for line items may apply. containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars.

						ANGINE OF STRUSTED INC.			
А	В	ာ	D	E	F	Ð		H	I
TTCN	DESCENDATION OF	CUENTER	WORK COMPLETED	MPLETED	MATERIALS	TOTAL	è	BALANCE TO	RETAINAGE
NO.		VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	FRESENILI STORED (NOT IN D OR E)	STORED TO DATE (D+E+F)	(O÷D)		(IF VARIABLE RATE)
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		00.0	00.0	00'0	00.00	00'0	0.00%	00:0	0.00
		00.0	00.0	00.0	00.00	00.0	0.00%	00.0	0.00
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		00'0	00.0	00.0	00.00	0.00	0.00%	00.0	0.00
		00:0	00.0	00.0	0.00	0.00	0.00%	00.0	0.00
		00.0	00.0	00.0	0.00	0.00	0.00%	00.0	00.0
		00.0	00.0	00.0	0.00	0.00	0.00%	00.0	0.00
		00.0	00.0	00.0	0.00	0.00	0.00%	00.0	0.00
		00.0	00.0	00.0	0.00	0.00	0.00%	00.0	00.0
		00.0	00.0	00.0	0.00	0.00	0.00%	00.0	00'0
		00.0	00.0	00.0	00.00	0.00	0.00%	0.00	00.0
	GRAND TOTAL	80.00	80.00	80.00	80.00	80.00	0.00%	80.00	80.00

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# **Certificate of Substantial Completion**

Barbour County Commission

OWNER (Firm Name)

	•	
PROJECT: (name and address) Barbour County Courthouse Restoration and Repair of the Skylight and Roof System	CONTRACT INFORMATION: Contract For: General Construction	CERTIFICATE INFORMATION: Certificate Number: 001
•	Date:	Date:
OWNER: (name and address) Barbour County Commission 26 North Main Street Philippi, WV 26416	ARCHITECT: (name and address) The Thrasher Group, Inc. PO Box 940 600 White Oaks Blvd. Bridgeport, WV 26330	CONTRACTOR: (name and address)
complete. Substantial Completion is the sta accordance with the Contract Documents so	ge in the progress of the Work when the Woo that the Owner can occupy or utilize the Wo tated below is the date established by this Co	ledge, information, and belief, to be substantially ork or designated portion is sufficiently complete in Jork for its intended use. The date of Substantial ertificate.
The Thrasher Group, Inc. ARCHITECT (Firm Name) SIGNATUR	PRINTED NAME AND TITI	LE DATE OF SUBSTANTIAL COMPLETION
required by the Contract Documents, excep	t as stated below:	ne date of commencement of applicable warranties  y, and indicate their date of commencement.)
WORK TO BE COMPLETED OR CORRECTED A list of items to be completed or corrected (Identify the list of Work to be completed or	is attached hereto, or transmitted as agreed	upon by the parties, and identified as follows:
Contract Documents. Unless otherwise agree	eed to in writing, the date of commencement of Payment or the date of final payment, wh	tractor to complete all Work in accordance with the t of warranties for items on the attached list will be ichever occurs first. The Contractor will complete one above date of Substantial Completion.
Cost estimate of Work to be completed or c	corrected: \$	
identified below shall be as follows:	ractor for security, maintenance, heat, utiliti	es, damage to the Work, insurance, and other items requirements and coverage.)
The Owner and Contractor hereby accept the	ne responsibilities assigned to them in this C	ertificate of Substantial Completion:
CONTRACTOR (Firm SIGNAT Name)	URE PRINTED NAME A	ND TITLE DATE

**SIGNATURE** 

PRINTED NAME AND TITLE

DATE



# Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) Barbour County Courthouse Restoration and Repair of the Skylight and Roof System	ARCHITECT'S PROJECT  CONTRACT FOR: General		OWNER:  ARCHITECT:  CONTRACTOR:  SURETY:  OTHER:
TO OWNER: (Name and address) Barbour County Commission 26 North Main Street Philippi, WV 26416	CONTRACT DATED:		отп <u>а</u> к. <u>—</u>
STATE OF: COUNTY OF:			
The undersigned hereby certifies that been satisfied for all materials and eq indebtedness and claims against the C Contract referenced above for which	uipment furnished, for all Contractor for damages ari	work, labor, and services perform sing in any manner in connection	med, and for all known with the performance of the
EXCEPTIONS:			
SUPPORTING DOCUMENTS ATT.  1. Consent of Surety to Final P Surety is involved, Consent or required. AIA Document G Surety, may be used for this Indicate Attachment	ayment. Whenever of Surety is 707, Consent of	CONTRACTOR: (Name and add	dress)
		BY:	
The following supporting documents in hereto if required by the Owner:	should be attached	(Signature of authorized	d representative)
Contractor's Release or Wair conditional upon receipt of f		(Printed name and title)	
2. Separate Releases or Waiver Subcontractors and material suppliers, to the extent required accompanied by a list thereo	and equipment red by the Owner,	Subscribed and sworn to before	e me on this date:
3. Contractor's Affidavit of Rel	ease of Liens (AIA	Notary Public: My Commission Expires:	
Document G706A).	THE VI MINING (1 111 )	Commission Expues.	

# Contractor's Affidavit of Release of Liens

	: (Name and address)	ARCHITECT'S PROJE	ECT NUMBER:	OWNER:	
	County Courthouse on and Repair of the Skylight			ARCHITECT:	
and Roof				CONTRACTOR: I	
	,	CONTRACT FOR: Ge	neral	SURETY:	
		Construction			_
Barbour C 26 North	R: (Name and address) County Commission Main Street WV 26416	CONTRACT DATED:		OTHER:	_
STATE OF					
below, the	e Releases or Waivers of Lien a ment, and all performers of Wo is or encumbrances against any	ttached hereto include rk, labor or services v	the Contracto who have or ma	lge, information and belief, except as r, all Subcontractors, all suppliers of r by have liens or encumbrances or the r manner out of the performance of the	naterials
EXCEPTIO	DNS:				
1.	TING DOCUMENTS ATTACE Contractor's Release or Waiver of conditional upon receipt of final	of Liens,	CONTRACTO	OR: (Name and address)	
<b>2</b> . S	Separate Releases or Waivers of	I ions from	BY:		
S s	Subcontractors and material and uppliers, to the extent required accompanied by a list thereof.	equipment	ы.	(Signature of authorized representative)	
	1			(Printed name and title)	
			Subscribed :	and sworn to before me on this date:	
			Notary Publ	ic: sion Expires:	

# Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: ∐
Barbour County Courthouse Restoration		ARCHITECT:
and Repair of the Skylight and Roof System		CONTRACTOR:
System	CONTRACT FOR: General Construction	
TO OWNER OF THE STATE OF		SURETY:
TO OWNER: (Name and address) Barbour County Commission 26 North Main Street Philippi, WV 26416	CONTRACT DATED:	OTHER: [
In accordance with the provisions of the Contra (Insert name and address of Surety)	ct between the Owner and the Contractor as indicated above, the	
		, SURETY,
on bond of (Insert name and address of Contractor)		, south 1,
hereby approves of the final payment to the Connot relieve the Surety of any of its obligations to (Insert name and address of Owner)	ntractor, and agrees that final payment to the Contractor shall	, CONTRACTOR,
Barbour County Commission 26 North Main Street Philippi, WV 26416		
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety has hereu (Insert in writing the month followed by the num		
	(Surety)	
	(Signature of authorized representat	ive)
Attest:		
(Seal):	(Printed name and title)	



# Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT:(Name and address)	ARCHITECT'S PROJECT NUMBER:		OWNER:
Barbour County Courthouse Restoration and Repair of the			ARCHITECT:
Skylight and Roof System			CONTRACTOR:
	CONTRACT FOR: General Construction	n	SURETY:
TO OWNER: (Name and address) Barbour County Commission 26 North Main Street Philippi, WV 26416	CONTRACT DATED:		OTHER:
In accordance with the provisions of above, the (Insert name and address of Surety)	he Contract between the Owner and the C	Contractor as indicated	
on bond of (Insert name and address of Contract	or)		, SURETY,
hereby approves the reduction in or p	artial release of retainage to the Contracto	r as follows:	, CONTRACTOR,
The Surety agrees that such reduction the Surety of any of its obligations to (Insert name and address of Owner)	in or partial release of retainage to the Co	ontractor shall not relieve	
Barbour County Commission 26 North Main Street Philippi, WV 26416			
as set forth in said Surety's bond.			, OWNER,
IN WITNESS WHEREOF, the Surety (Insert in writing the month followed	has hereunto set its hand on this date: by the numeric date and year.)		
	(Si	urety)	
	(Si	gnature of authorized representative	?)
Attest: (Seal):		rinted name and title)	

# Request for Information ("RFI")

	FROM:
The Thrasher Group, Inc. PO Box 940 600 White Oaks Blvd. Bridgeport, WV 26330 PROJECT: Barbour County Courthouse Restoration and Repathe Skylight and Roof System	The Thrasher Group, Inc. PO Box 940 600 White Oaks Blvd. Bridgeport, WV 26330 ISSUE DATE: RFI No. 001
PROJECT NUMBERS: /	REQUESTED REPLY DATE: COPIES TO:
RFI DESCRIPTION: (Fully describe the question or ty  REFERENCES/ATTACHMENTS: (List specific documents)  SPECIFICATIONS:  DRAWING	nents researched when seeking the information requested.)
<b>SENDER'S RECOMMENDATION:</b> (If RFI concer recommended solution, including cost and/or sched	
	ule considerations.)

**Note**: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

# General Conditions of the Contract for Construction

# for the following PROJECT:

(Name and location or address)

Barbour County Courthouse Restoration and Repair of the Skylight and Roof System

# THE OWNER:

(Name, legal status and address)

Barbour County Commission 26 North Main Street Philippi, WV 26416

# THE ARCHITECT:

(Name, legal status and address)

The Thrasher Group, Inc. PO Box 940 600 White Oaks Blvd. Bridgeport, WV 26330

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#### **ADDITIONS AND DELETIONS:**

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

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

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

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# ARTICLE 1 GENERAL PROVISIONS

# § 1.1 Basic Definitions

# § 1.1.1 The Contract Documents

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

# § 1.1.2 The Contract

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

# § 1.1.3 The Work

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

# § 1.1.4 The Project

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

# § 1.1.5 The Drawings

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

# § 1.1.6 The Specifications

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

# § 1.1.7 Instruments of Service

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

# § 1.1.8 Initial Decision Maker

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User Notes:

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

# § 1.2 Correlation and Intent of the Contract Documents

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

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- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

# § 1.3 Capitalization

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

# § 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

# § 1.6 Notice

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- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

# § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

# § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202<sup>TM</sup>\_2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

# ARTICLE 2 OWNER

# § 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

# § 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

# § 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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- § 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.

**User Notes:** 

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- § 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 may not be safe, the Contractor determines that such means, methods, techniques, sequences 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.

#### 8 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,
  - 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

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  - .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.
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- § 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.

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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

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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
- § 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.

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#### 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.

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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:

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- .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

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- § 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.

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

# § 8.2 Progress and Completion

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

# § 8.3 Delays and Extensions of Time

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

# ARTICLE 9 PAYMENTS AND COMPLETION

# § 9.1 Contract Sum

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

# § 9.2 Schedule of Values

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

# § 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

# § 9.4 Certificates for Payment

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

# § 9.5 Decisions to Withhold Certification

- § 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
  - .1 defective Work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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- .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.

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# § 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

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§ 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.

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

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

# §11.5 Adjustment and Settlement of Insured Loss

- § 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.
- § 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

# ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

# § 12.1 Uncovering of Work

- § 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.
- § 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

# § 12.2 Correction of Work

# § 12.2.1 Before Substantial Completion

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

# § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

# § 12.3 Acceptance of Nonconforming Work

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

# ARTICLE 13 MISCELLANEOUS PROVISIONS

# § 13.1 Governing Law

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

# § 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

# § 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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# § 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.

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- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

# § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, 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 cease operations as directed by the Owner in the notice;

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- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

# ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

# § 15.1.1 Definition

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

# § 15.1.2 Time Limits on Claims

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

# § 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

# § 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

# § 15.1.5 Claims for Additional Cost

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

# § 15.1.6 Claims for Additional Time

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

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

# § 15.1.7 Waiver of Claims for Consequential Damages

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

- .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.

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- § 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.

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

# § 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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# The Thrasher Group, Inc. Supplementary General Conditions to the

# AIA Document A201-2017 General Conditions of the Contract for Construction

The following supplements shall modify AIA Document A201-2017, "General Conditions of the Contract for Construction". Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

# **GENERAL**

- A. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known of the giver of the notice.
- B. The duties and obligations imposed by these General Conditions and Supplementary General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and all of the rights and remedies available to OWNER and ARCHITECT thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations and warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

# **ARTICLE 2 OWNER**

**§2.2** delete section 2.2.6 and substitute the following:

"§2.2.6 The Owner will furnish the Contractor an electronic copy of the Contract Documents."

# ARTICLE 3 CONTRACTOR

§3.2 add following:

"§3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluation and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation."

# §3.4 LABOR AND MATERIALS

**3.4.2** add the following:

- "§3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).
- §3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions."

# §3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12 add the following:

"§3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals."

# **ARTICLE 4 ARCHITECTS**

§4.2 add the following:

"§4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work."

# ARTICLE 7 CHANGES IN THE WORK

# §7.1 GENERAL add the following:

"§7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, eight percent (8%) of the amount due the Subcontractors.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's won forces, fifteen percent (15%) of the cost.
- For each Subcontractor involved, for Work performed by the Subcontractor's Subcontractors, eight percent (8%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
- In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also."

# ARTICLE 9 PAYMENTS AND COMPLETION

**§9.3 APPLICATIONS FOR PAYMENT** add the following sentence to Section 9.3.1:

"The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet."

# §9.8 SUBSTANTIAL COMPLETION add the following to section 9.8.3:

"§9.8.3.1 The Architect will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections."

# §9.10 FINAL COMPLETION AND FINAL PAYMENT add the following to section 9.10.1:

"§9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections."

# ARTICLE 11 INSURANCE AND BONDS

# §11.1.2 CONTRACTORS LIABILITY INSURANCE add the following:

- A. The limits of liability for the liability insurance required by Paragraph 11.1.1 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by law or regulations and the coverages under Paragraphs 11.1.1 shall be as follows:
  - (1) Workers' Compensation

a.	State:	Statutory
b.	Applicable Federal (e.g. Longshoremen's):	Statutory
c.	Employer's Liability:	\$ 1,000,000

(2) Comprehensive or Commercial General Liability (including Premises Operations; Independent CONTRACTORS' Protection; Products Liability – Completed Operations; Broad Form Property Damage):

a.	General Aggregate	\$ 2,000,000
Ъ.	Products - Completed Operations Aggregate	\$ 2,000,000
c.	Personal/Advertising Injury (Per Person/Organization)	\$ 1,000,000
d.	Each Occurrence (Bodily Injury & Property Damage)	\$ 1,000,000
e.	Limit per Person Medical Expense	\$ 5.000

- f. Personal Injury Liability Coverage will include claims arising out of Employment
- g. Exclusions of Property in CONTRACTOR'S Care, Custody or Control will <u>not</u> be eliminated and will include West Virginia Stop Gap Liability
- h. Property Damage Liability Insurance will provide coverage for Explosion, Collapse & Underground Damage
- (3) Comprehensive Automobile Liability
  - a. Property Damaged and Bodily Injury: The CONTRACTOR shall provide for a combined single limit of \$ 1,000,000 each, including hired and non-owned autos for Property Damage and for Bodily Injury.
- (4) Contractual Liability

a.	General Aggregate	\$ 2,000,000
b.	Each Occurrence Bodily Injury & Property Damage)	\$ 1,000,000

- (5) Additional insured, Liability coverage for the OWNER AND ARCHITECT, will be provided by a separate protective liability policy covering all parties issue by CONTRACTOR's general liability carrier subject to customary exclusions for professional liability.
- (6) Excess liability coverage shall be supplied by the CONTRACTOR

a.	General Aggregate	\$ 1,000,000
Ъ.	Each Occurrence	\$ 1,000,000

# **§11.2.4 PROPERTY INSURANCE** *add the following:*

Property insurance to the full insurable value of above ground structures in accordance with Article 11.2 of the General Conditions will be provided by the CONTRACTOR and will be in the form of Completed Value. This insurance will be subject to a deductible amount of \$1,000.

# ARTICLE 15 CLAIMS AND DISPUTES

**§15.4 ARBITRATION** delete section 15.4 in its entirety and replace with the following: "Any unresolved disputes will be filed in the appropriate circuit court."

#### SECTION 011000 - SUMMARY

# PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Contract description.
- 2. Work by Owner or other Work at the Site.
- 3. Owner-furnished products.
- 4. Contractor's use of Site and premises.
- 5. Future work.
- 6. Work sequence.
- 7. Owner occupancy.
- 8. Permits.
- 9. Specification conventions.

# 1.2 CONTRACT DESCRIPTION

A. Work of the Project includes materials, labor, equipment, insurance, taxes, bonds, fees and similar construction related expenses for the following area of work: The Complete Replacement of the Existing Roof Skylight with a similar New Laminated Glass Skylight and the valley and curb flashings around skylight. Work will also require extensive protection of the surrounding historic tile roof, protection of the site area and people below the work area, and protection of the existing stained-glass skylight in the Courtroom as well as the vaulted ceiling directly below the roof skylight.

All work must comply with the US Department of Interiors Standards for Historic Preservation Work."

B. Perform Work under One General Contract.

#### 1.3 PRODUCTS

# A. Contractor's Responsibilities:

- 1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
- 2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner
- 3. Handle, store, install, and finish products.
- 4. Repair or replace items damaged after receipt.

# 1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of Site and premises to allow:

- 1. Owner occupancy and Public use during regular business hours.
- 2. Full access and full egress from all existing entrance and emergency exit doors.
- 3. Use of Site and Premises by the public during regular business hours. Full access will be allowed so long as building staff and visitors are provided safe access to the Premises during normal business hours.
- B. Emergency Building Exits during Construction: To be maintained during normal business hours.
- C. Construction Operations: Limited staging area for the Contractor's job trailer, crane, product storage will be provided on the rear side of the building for best access to the Skylight. Construction employee parking will be off site in public parking lots or metered street parking.
  - 1. Coordinate and consult with the Owner regarding Noisy and Disruptive Operations during normal building operations. Noisy and Disruptive work will not be allowed in close proximity to the existing Courtroom, Jury Room, or Judge's Chambers when Court is in session. Coordinate and schedule such operations with Owner to minimize disruptions.
- D. Time Restrictions for Performing Interior and Exterior Work will be negotiated between the selected Contractor and Owner prior to commencement of work. The Contractor will be expected to schedule noisy and disruptive work to avoid Court and Public Meeting times, or restrict the noisy and disruptive work to areas that will not adversely affect the Court or Commission proceedings.
- E. Utility Outages and Shutdown:
  - 1. Outages are not anticipated as necessary, but if required, notify the Owner at least one week before scheduled outage, submit Outage Request Plan to Owner and Architect itemizing the dates, times, and duration of each requested outage. Do not proceed with the Outage without written approval of the Architect.
- F. Construction Plan: Before start of construction, submit three copies of construction plan regarding access to Work, use of Site, and utility outages for acceptance by Owner and Architect. After acceptance of plan, construction operations shall comply with accepted plan unless deviations are accepted by Owner and Architect in writing.

# 1.5 WORK SEQUENCE

- A. Construct Work in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner and Architect:
- B. Sequencing of Construction Plan: Before start of construction, submit a construction plan regarding phasing of the skylight replacement and roof repairs for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

# 1.6 OWNER OCCUPANCY

A. Owner will occupy the Site and Premises during entire period of construction.

- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

# 1.7 PERMITS

- A. Furnish all necessary permits for construction of Work including the following:
  - 1. City Building permit.
  - 2. Utility Company permits.
  - 3. Street Closure permit, (if needed).

# 1.8 SPECIFICATION CONVENTIONS

A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 011000

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#### SECTION 012200 - UNIT PRICES

# PART 1 - GENERAL

# 1.1 SUMMARY

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

# B. Related Requirements:

1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

# 2. DEFINITIONS

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

#### 1.2 PROCEDURES

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

# PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1 – Roof Tile Replacement:

UNIT PRICES 012200 - 1

- 1. Description: Roof Tile Replacement including tile, clips, underlayment repairs or replacement and all other related expenses:
- 2. Unit of Measure: Each Tile
- B. Unit Price No. 2 Copper Flashing Replacement,
  - 1. Description: Copper Flashing Replacement including removal of existing damaged metal and substrate, and replacement with equal copper sheet and solder joints and repair and replacement of any adjacent materials as needed:
  - 2. Unit of Measure: Square Foot.

END OF SECTION 012200

UNIT PRICES 012200 - 2

#### SECTION 012300 - ALTERNATES

# PART 1 - GENERAL

# 1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

# 1.2 DEFINITIONS

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

# 1.3 PROCEDURES

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

ALTERNATES 012300 - 1

PART 2 - PRODUCTS (Not Used)

# **PART 3 - EXECUTION**

# 3.1 SCHEDULE OF ALTERNATES

- A. Deductive Alternate No. 1: <u>Install a Double Domed Aluminum Framed Acrylic Skylight in lieu of the Base Bid Laminated Glass Skylight.</u>
  - 1. Base Bid: Insulated Laminated Glass and Aluminum Frame Skylight to Remain.
  - 2. Alternate: Replace the Base Bid Laminated Glass Skylight with a Double Domed Aluminum Framed Acrylic Skylight with exactly the same installation requirements.

END OF SECTION 012300

ALTERNATES 012300 - 2

#### SECTION 012500 - SUBSTITUTION PROCEDURES

# PART 1 - GENERAL

# 1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

# 1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

# 1.3 PRODUCT OPTIONS

A. See Section 016000 - Product Requirements.

# 1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Document Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
  - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
  - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
  - 3. Reference to Article and Paragraph numbers in Specification Section.
  - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
  - 5. Changes required in other Work.

- 6. Availability of maintenance service and source of replacement parts as applicable.
- 7. Certified test data to show compliance with performance characteristics specified.
- 8. Samples when applicable or requested.
- 9. Other information as necessary to assist Architect/Engineer's evaluation.

# D. A request constitutes a representation that Bidder/Contractor:

- 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
- 2. Will provide same warranty for substitution as for specified product.
- 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
- 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- 6. Will reimburse Owner and Architect for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

# F. Substitution Submittal Procedure:

- 1. Submit requests for substitutions on CSI Form 13.1A Substitution Request.
- 2. Submit one hard copy and one digital file of Request for Substitution for consideration. Limit each request to one proposed substitution.
- 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
- 4. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

# 1.5 INSTALLER SUBSTITUTION PROCEDURES

- A. Document Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period.
- B. Document each request with:
  - 1. Installer's qualifications.
  - 2. Installer's experience in work similar to that specified.
  - 3. Other information as necessary to assist Architect's evaluation.

# C. Substitution Submittal Procedure:

- 1. Submit one hard copy and one digital file of Request for Substitution for consideration. Limit each request to one proposed substitution.
- 2. Architect will notify Contractor in writing of decision to accept or reject request.

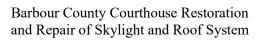
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PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012500



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#### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

# PART 1 - GENERAL

# 1.1 SUMMARY

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

# 1.2 MINOR CHANGES IN THE WORK

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

# 1.3 PROPOSAL REQUESTS

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

- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

# 1.4 CHANGE ORDER PROCEDURES

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

# 1.5 CONSTRUCTION CHANGE DIRECTIVE

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

# 1.6 WORK CHANGE DIRECTIVE

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

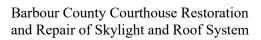
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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



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#### SECTION 012900 - PAYMENT PROCEDURES

#### PART 1 - GENERAL

# 1.1 SUMMARY

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

# 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
  - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

# 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 24<sup>th</sup> day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- 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 shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment, and subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

- 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Products list (preliminary if not final).
  - 5. Schedule of unit prices.
  - 6. Submittal schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. 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.
  - 15. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. 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.
  - 5. AIA Document G706A.
  - 6. AIA Document G707.
  - 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 or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final liquidated damages settlement statement.

Barbour County Courthouse Restoration and Repair of Skylight and Roof System

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

#### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.

# B. Related Requirements:

- 1. Section 011200 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
- 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

## 1.3 DEFINITIONS

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

# 1.4 INFORMATIONAL SUBMITTALS

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

## 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other 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 to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled 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 Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:

- 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
- 2. Plenum Space: Indicate subframing for support of ceiling[, raised access floor,] and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
- 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
- 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
- 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
- 6. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
  - 2. File Preparation Format: DWG, operating in Microsoft Windows operating system.
  - 3. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format].
  - 4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

# 1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

- 1. Project name.
- 2. Project number.
- 3. Date.
- 4. Name of Contractor.
- 5. Name of Architect.
- 6. RFI number, numbered sequentially.
- 7. RFI subject.
- 8. Specification Section number and title and related paragraphs, as appropriate.
- 9. Drawing number and detail references, as appropriate.
- 10. Field dimensions and conditions, as appropriate.
- 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 12. Contractor's signature.
- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly unless otherwise approved by the Architect. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.

- 3. Name and address of Architect.
- 4. RFI number including RFIs that were returned without action or withdrawn.
- 5. RFI description.
- 6. Date the RFI was submitted.
- 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

## 1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction. Consultant files will be provided in PDF format.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  - 3. Digital Drawing Software Program: Contract Drawings are available in Revit or PDF.
  - 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
    - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.
  - 5. The following digital data files will be furnished for each appropriate discipline:
    - a. Floor plans.
    - b. Roof plans.
    - c. Exterior elevations.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.9 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

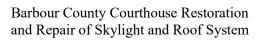
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 7 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Procedures for processing field decisions and Change Orders.
    - h. Procedures for RFIs.
    - i. Procedures for testing and inspecting.
    - j. Procedures for processing Applications for Payment.
    - k. Distribution of the Contract Documents.
    - 1. Submittal procedures.
    - m. Sustainable design requirements.
    - n. Preparation of Record Documents.
    - o. Use of the premises and existing building.
    - p. Work restrictions.
    - q. Working hours.
    - r. Owner's occupancy requirements.
    - s. Responsibility for temporary facilities and controls.
    - t. Procedures for moisture and mold control.
    - u. Procedures for disruptions and shutdowns.
    - v. Construction waste management and recycling.
    - w. Parking availability.
    - x. Office, work, and storage areas.
    - y. Equipment deliveries and priorities.
    - z. First aid.
    - aa. Security.
    - bb. Progress cleaning.
  - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100



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#### SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Format for network analysis schedules.
- D. Network analysis schedules.
- E. Bar chart schedules.
- F. Review and evaluation.
- G. Updating schedules.
- H. Distribution.

## 1.2 SUBMITTALS

- A. Within 7 days after date established in Notice to Proceed, submit proposed preliminary network diagram defining planned operations for all Phases of Work, with general outline for critical phases such as the Skylight Delivery, Removal and Replacement dates.
- B. Participate in review of preliminary and complete network diagrams jointly with Architect/Engineer.
- C. Within 7 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- D. Submit updated schedules with each Application for Payment.
- E. Submit number of opaque reproductions Contractor requires, plus two copies Architect will retain.

# F. Schedule Updates:

- 1. Overall percent complete, projected and actual.
- 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
- 3. Changes in Work scope and activities modified since submittal.
- 4. Delays in submittals or resubmittals, deliveries, or Work.
- 5. Adjusted or modified sequences of Work.

- 6. Other identifiable changes.
- 7. Revised projections of progress and completion.

# G. Narrative Progress Report:

- 1. Submit with each submission of Progress Schedule.
- 2. Summary of Work completed during the past period between reports.
- 3. Work planned during the next period.
- 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
- 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
- 6. Corrective action taken or proposed.

## 1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in CPM scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: 2 years' minimum experience in using and monitoring CPM schedules on comparable Projects.

#### 1.4 FORMAT FOR NETWORK ANALYSIS SCHEDULE

- A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable Specification Section number.
- B. Scale and Spacing: To allow for notations and revisions.

#### 1.5 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
  - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
    - a. Subcontract Work.
    - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
    - c. Move-in and other preliminary activities.
    - d. Equipment and equipment system test and startup activities.
    - e. Project closeout and cleanup.
    - f. Work sequences, constraints, and milestones.
  - 2. Listings identified by Specification Section number.
  - 3. Identification of the following:

- a. Horizontal time frame by year, month, and week.
- b. Duration, early start, and completion for each activity and subactivity.
- c. Critical activities and Project float.
- d. Subschedules to further define critical portions of Work.

## 1.6 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Architect at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 7 days.

## 1.7 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

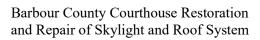
## 1.8 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Architect, and Owner.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013216



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#### SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.

## B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

## 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos on CD-ROM or thumb-drive Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.

## 1.3 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with date, Project area and sequential numbering suffix.

## 1.4 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding work areas including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag excavation areas before taking construction photographs.
  - 2. Take a minimum of 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take a minimum of 20 photographs of existing buildings, streets, sidewalks and utilities either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take a minimum of 20 photographs or as required to document daily progress. Select vantage points to show status of construction and progress since last photographs were taken, and especially of conditions that won't be visible without special lifts, scaffolding, ladders or similar conditions that are normally out of sight.
- E. Final Completion Construction Photographs: Take as many photographs as required to document all conditions after date of Substantial Completion for submission as Project Record Documents. Desired vantage points will include all areas of work, especially those not normally accessible to the Owner or Architect, and numerous details of all skylight work, tile replacement and repairs, and metal valley and wall flashings and similar metal flashings, and all tile roofing work. Photos will require labeling in categories that will allow for accurate future reference.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

## SECTION 013300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

# 1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Erection Drawings.
- P. Construction photographs.
- Q. Contractor review.
- R. Architect/Engineer review.

# 1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect responsive action.

B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect responsive action. Submittals may be rejected for not complying with requirements.

## 1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect-accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 7 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Architect will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

## 1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Comply with Section 013216 - Construction Progress Schedule

## 1.5 PROPOSED PRODUCT LIST

A. Within 7 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 Execution and Closeout Requirements.

## 1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
  - 1. Use of files is solely at receiver's risk. Architect/Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Architect/Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
  - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
  - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
  - 4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
  - 5. Receiver shall understand that even though Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
  - 6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

## 1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 Execution and Closeout Requirements.

## 1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to Architect for aesthetic, color, and finish selection.
  - 2. Submit Samples of finishes, textures, and patterns for Architect selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Architect will retain Samples.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 Execution and Closeout Requirements.

## 1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 017000 Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Architect's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

## 1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Architect's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

## 1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Architect's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

## 1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Architect's knowledge as Contract Administrator or for Owner.
- B. Submit report within 5 days of observation to Architect/Engineer for information.

C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

## 1.16 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Architect/Engineer.
- B. Each month submit photographs with Application for Payment.
- C. Photographs: One print; 8 x 10 color glossy; soft card stock, with left edge binding margin for [
- D. Take Site photographs from all directions and 10 or more photographs of ongoing work indicating relative progress of the Work and any special conditions that should be documented for the Owner's building maintenance files and any historic feature upgrades or modifications, not less than 7 days before submitting.
- E. Take photographs as needed for evidence of existing Project conditions prior to commencing work.
- F. Identify each print on back or front. Identify name of Project, orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- G. Digital Images: Deliver complete set of digital image electronic files on CD-ROM to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
  - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768 pixels.
  - 2. Date and Time: Include date and time in filename for each image.

## 1.17 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect.
- B. Contractor: Responsible for:

- 1. Determination and verification of materials including manufacturer's catalog numbers.
- 2. Determination and verification of field measurements and field construction criteria.
- 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
- 4. Determination of accuracy and completeness of dimensions and quantities.
- 5. Confirmation and coordination of dimensions and field conditions at Site.
- 6. Construction means, techniques, sequences, and procedures.
- 7. Safety precautions.
- 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

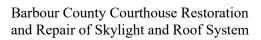
## 1.18 ARCHITECT REVIEW

- A. Do not make "mass submittals" to Architect. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect after consultation with Owner.
- B. Informational submittals and other similar data are for Architect's information, do not require Architect's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Construction Change Directive.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013300



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#### SECTION 013516 - ALTERATION PROJECT PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

A. Section includes special procedures for alteration work.

## 1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

# 1.3 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, Architect will conduct conference at Project site.
  - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
  - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Fire-prevention and safety plans.
    - b. Governing regulations.
    - c. Areas where existing construction is to remain and the required protection.
    - d. Hauling routes.
    - e. Sequence of alteration work operations.
    - f. Storage, protection, and accounting for salvaged and specially fabricated items.
    - g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
  - 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at biweekly or at specially requested intervals as required to avoid interruptions to the construction schedule or daily operations. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  - 1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
  - 2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Alteration Work Program: Submit 7 days before work begins.
- B. Fire-Prevention Plan: Submit 7 days before work begins.

## 1.6 QUALITY ASSURANCE

- A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.
- B. Alteration Work Program: Prepare a written plan for masonry repairs, roof repairs, automatic sprinkler system installation, and any related alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
  - 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

## 1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

## A. Salvaged Materials:

- 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
- 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
- 3. Store items in a secure area until delivery to Owner.
- 4. Transport items to Owner's on-site storage area to be designated by the Owner.
- 5. Protect items from damage during transport and storage.

## B. Salvaged Materials for Reinstallation:

- 1. Repair and clean items for reuse as indicated.
- 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
- 3. Protect items from damage during transport and storage.
- 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

- C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.
- D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
  - 1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
  - 2. Secure stored materials to protect from theft.

# PART 2 - PRODUCTS - (Not Used)

## PART 3 - EXECUTION

## 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  - 3. Erect temporary barriers to form and maintain fire-egress routes.
  - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  - 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
  - 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
  - 8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.

# B. Temporary Protection of Materials to Remain:

- 1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
- 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:

- 1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
- 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
- 3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
  - 1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
  - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- F. Existing Roofing: Prior to the start of work in an area, install roofing protection.

## 3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
  - 1. Comply with NFPA 241 requirements unless otherwise indicated.
  - 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
  - 1. Obtain Fire Marshal and Owner's approval for operations involving use of open-flame or other high-heat equipment. Notify Owner at least 24 hours before each occurrence, indicating location of such work.
  - 2. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  - 3. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  - 4. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  - 5. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed.

Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:

- a. Train each fire watch in the proper operation of fire-control equipment and alarms.
- b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
- c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
- d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
- e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fireextinguisher and blanket use.

## 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

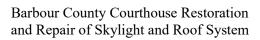
- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

## 3.4 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Section 013233 "Photographic Documentation."
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

- C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516



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## SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

# 1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

## 1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Architect and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

## 1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

## 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

## 1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

## 1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Construct specified or indicated items with specified or indicated flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.
- D. Where mockup has been accepted by Architect/Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

## 1.7 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Architect.
  - 1. Laboratory: Authorized to operate in State of West Virginia.
  - 2. Laboratory Staff: Maintain full-time specialist on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Architect/Engineer or Owner.
- D. Reports shall be submitted by independent firm to Architect and Owner and authorities having jurisdiction, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Architect and independent firm72 hours before expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Architect and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or nonconformance of Work or products.
  - 6. Perform additional tests required by Architect.
  - 7. Attend preconstruction meetings and progress meetings.

- I. Agency Reports: After each test, promptly submit copies of report to Architect, Contractor, and authorities having jurisdiction. When requested by Architect, provide interpretation of test results. Include the following:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and Specification Section.
  - 6. Location in Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
- J. Limits on Testing Authority:
  - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency or laboratory may not approve or accept any portion of the Work.
  - 3. Agency or laboratory may not assume duties of Contractor.
  - 4. Agency or laboratory has no authority to stop the Work.

## 1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 013300 Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 014000

#### SECTION 014200 - REFERENCES

## PART 1 - GENERAL

## 1.1 DEFINITIONS

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

## 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

REFERENCES 014200 - 1

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
  - 1. AAMA American Architectural Manufacturers Association; www.aamanet.org.
  - 2. AASHTO American Association of State Highway and Transportation Officials; www.transportation.org.
  - 3. ACI American Concrete Institute; (Formerly: ACI International); www.concrete.org
  - 4. AI Asphalt Institute; <u>www.asphaltinstitute.org</u>.
  - 5. AIA American Institute of Architects (The); <a href="www.aia.org">www.aia.org</a>.
  - 6. AISC American Institute of Steel Construction; <u>www.aisc.org</u>.
  - 7. ANSI American National Standards Institute; <u>www.ansi.org</u>.
  - 8. APA APA The Engineered Wood Association; www.apawood.org.
  - 9. ASCE American Society of Civil Engineers; www.asce.org.
  - 10. ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
  - 11. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
  - 12. ASME ASME International; (American Society of Mechanical Engineers); www.asme.org.
  - 13. ASSE American Society of Safety Engineers (The); www.asse.org.
  - 14. ASTM ASTM International; www.astm.org.
  - 15. AWPA American Wood Protection Association; www.awpa.com.
  - 16. AWS American Welding Society; www.aws.org.
  - 17. BHMA Builders Hardware Manufacturers Association; www.buildershardware.com.
  - 18. BIA Brick Industry Association (The); www.gobrick.com.
  - 19. CISPI Cast Iron Soil Pipe Institute; www.cispi.org.
  - 20. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
  - 21. CRSI Concrete Reinforcing Steel Institute; www.crsi.org.
  - 22. CSI Construction Specifications Institute (The); <u>www.csinet.org.</u>
  - 23. FM Approvals FM Approvals LLC; <u>www.fmglobal.com</u>.
  - 24. ICC International Code Council; www.iccsafe.org.
  - 25. IES Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of
  - 26. ILI Indiana Limestone Institute of America, Inc.; www.iliai.com.
  - 27. ISO International Organization for Standardization; www.iso.org.
  - 28. LPI Lightning Protection Institute; www.lightning.org.
  - 29. MFMA Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
  - 30. MPI Master Painters Institute; <u>www.paintinfo.com</u>.
  - 31. NCMA National Concrete Masonry Association; www.ncma.org.
  - 32. NFPA National Fire Protection Association; www.nfpa.org.
  - 33. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
  - 34. NRCA National Roofing Contractors Association; www.nrca.net.

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- 35. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 36. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 37. SPRI Single Ply Roofing Industry; www.spri.org.
- 38. TMS The Masonry Society; <u>www.masonrysociety.org</u>.
- 39. TRI Tile Roofing Institute; <u>www.tileroofing.org</u>.
- 40. UL Underwriters Laboratories Inc.; <a href="http://www.ul.com">http://www.ul.com</a>.
- 41. USGBC U.S. Green Building Council; www.usgbc.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
  - 1. ICC International Code Council; www.iccsafe.org.
  - 2. ICC-ES ICC Evaluation Service, LLC; <u>www.icc-es.org</u>.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
  - 1. COE Army Corps of Engineers; www.usace.army.mil.
  - 2. CPSC Consumer Product Safety Commission; www.cpsc.gov.
  - 3. DOC Department of Commerce; National Institute of Standards and Technology; <a href="https://www.nist.gov">www.nist.gov</a>.
  - 4. DOE Department of Energy; <u>www.energy.gov</u>.
  - 5. EPA Environmental Protection Agency; www.epa.gov.
  - 6. FG Federal Government Publications; www.gpo.gov/fdsys.
  - 7. GSA General Services Administration; www.gsa.gov.
  - 8. HUD Department of Housing and Urban Development; www.hud.gov.
  - 9. OSHA Occupational Safety & Health Administration; www.osha.gov.
  - 10. SD Department of State; www.state.gov.
  - 11. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
  - 12. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
  - 13. USDA Department of Agriculture; Rural Utilities Service; www.usda.gov.
  - 14. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; <a href="https://www.ojp.usdoj.gov">www.ojp.usdoj.gov</a>.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. CFR Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
  - 2. FED-STD Federal Standard; (See FS).
  - 3. FS Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    - a. Available from Defense Standardization Program; www.dsp.dla.mil.
    - b. Available from General Services Administration; www.gsa.gov.

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- c. Available from National Institute of Building Sciences/Whole Building Design Guide; <a href="https://www.wbdg.org/ccb">www.wbdg.org/ccb</a>.
- 4. USAB United States Access Board; www.access-board.gov.
- 5. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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#### SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

# 1.1 SECTION INCLUDES

- A. Temporary facilities under Construction Management Agreement.
- B. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary heating.
  - 4. Temporary cooling.
  - 5. Temporary ventilation.
  - 6. Communication services.
  - 7. Temporary water service.
  - 8. Temporary sanitary facilities.

## C. Construction Facilities:

- 1. Field offices and sheds.
- 2. Vehicular access.
- 3. Parking.
- 4. Progress cleaning and waste removal.
- 5. Project identification.
- 6. Traffic regulation.
- 7. Fire-prevention facilities.

# D. Temporary Controls:

- 1. Barriers.
- 2. Enclosures and fencing.
- 3. Security.
- 4. Water control.
- 5. Dust control.
- 6. Erosion and sediment control.
- 7. Noise control.
- 8. Pest and rodent control.
- 9. Pollution control.
- E. Removal of utilities, facilities, and controls.

# 1.2 REFERENCES

### A. ASTM International:

- 1. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- 2. ASTM E 90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
- 3. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Materials.

### 1.3 TEMPORARY ELECTRICITY

- A. Owner will pay cost of energy used. Exercise measures to conserve energy. Use Owner's existing power service.
- B. Provide temporary electric feeder from existing building electrical service at location as directed by Architect/Engineer. Do not disrupt Owner's use of service.
- C. Complement existing power service capacity and characteristics as required for construction operations.
- D. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.
- E. Provide main service disconnect and overcurrent protection as required by code at convenient location.
- F. Permanent convenience receptacles shall not be used during construction.
- G. Provide distribution equipment, wiring, and outlets for single-phase branch circuits for power and lighting.
  - 1. Provide 20-ampere duplex outlets, single-phase circuits for power tools for active work
  - 2. Provide 20-ampere, single-phase branch circuits for lighting as needed.

## 1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations to achieve minimum lighting levels needed for proper execution of the work.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for required lighting levels.
- C. Maintain lighting and provide routine repairs.

### 1.5 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

### 1.6 COMMUNICATION SERVICES

- A. Telephone Service: Provide, maintain, and pay for telephone service to field office at time of Project mobilization and until completion of Work.
- B. Internet Service: Provide, maintain, and pay for broadband Internet service to field office at time of Project mobilization. Provide desktop computer with Microsoft operating system and appropriate office function software, modem, and printer.
- C. Cell phone service with internet connections is acceptable in lieu of A & B above. The existing Owner services are not to be requested or used for communications or printing.

### 1.7 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Use Owner's existing water system, extended and supplemented with temporary devices as needed to maintain specified conditions for construction operations.
- B. Extend branch piping with outlets located so that water is available by hoses with threaded connections with tamper resistant valves.

### 1.8 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

### 1.9 FIELD OFFICES AND SHEDS

- A. Designated existing spaces may be used for field offices and for storage:
- B. Do not use existing facilities for field offices or for storage.
- C. Provide space for Project meetings, with table and chairs to accommodate up to six persons.
- D. Locate field offices and sheds a minimum distance of 30 feet from existing structures.
- E. Construction: Portable or mobile buildings, or buildings constructed with floors raised aboveground, securely fixed to foundations with steps and landings at entrance doors.
  - 1. Construction: Structurally sound, secure, weathertight enclosures for office and storage spaces. Maintain during progress of Work; remove enclosures when no longer needed.
  - 2. Thermal Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
  - 3. Exterior Materials: Weather-resistant, finished in color acceptable to Architect and Owner
  - 4. Interior Materials in Field Offices: Sheet-type materials for walls and ceilings, prefinished or painted; resilient floors and bases.
  - 5. Lighting for Field Offices: 50 at desktop height; exterior lighting at entrance doors.

- 6. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.
- F. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 016000 Product Requirements.
- G. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.

### H. Installation:

- 1. Install field office spaces ready for occupancy 15 days after date established by Notice to Proceed.
- 2. Employee Residential Occupancy: Not allowed on Owner's property.

# I. Maintenance and Cleaning:

- 1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
- 2. Maintain walks free of mud, water, snow, and the like.
- J. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

### 1.10 VEHICULAR ACCESS

- A. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- B. Locate as approved by Owner.
- C. Provide unimpeded access for emergency vehicles. Maintain 15 foot-wide driveways with turning space between and around combustible materials.
- D. Provide and maintain access to fire hydrants and control valves free of obstructions.
- E. Provide means of removing mud from vehicle wheels before entering streets.
- F. Use designated existing on-Site roads for construction traffic.

#### 1.11 PARKING

- A. Communicate with Owner for temporary on-site parking areas to accommodate construction personnel and work trailer. Space will be limited, and employee and public parking will be maintained to the greatest extent possible, including ADA accessible parking and access to the building.
- B. Locate as remotely as possible in the existing parking lot or possibly a lawn area where approved by Owner.

- C. If Site space is not adequate, arrange for additional off-Site parking at the Contractor's expense.
- D. Use of existing on-Site streets and driveways used for construction traffic is to be avoided as much as possible. Tracked vehicles are not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas without the Owner's approval.
- G. Do not allow vehicle parking on existing pavement without the Owner's approval.

### H. Maintenance:

- 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
- 2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

## I. Removal, Repair:

- 1. Remove temporary materials and construction at Substantial Completion.
- 2. Repair existing facilities damaged by use, to original condition.
- J. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

#### 1.12 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Broom and vacuum clean interior areas as required to eliminate dust.
- C. Collect and remove waste materials, debris, and rubbish from Site periodically and dispose of off-Site.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

### 1.13 PROJECT IDENTIFICATION

- A. Project Identification Sign:
  - 1. One painted sign, 32 sq ft area, bottom 4 feet aboveground.
  - 2. Content:
    - a. Project title, and name of Owner.
    - b. Names and titles of Architect/Engineer and Consultants.

- c. Name of Prime Contractor and major Subcontractors.
- d. Any additional information required by the WV CFIA (funding agency)
- 3. Graphic Design, Colors, and Style of Lettering: Designated by Architect/Engineer.
- B. Design sign and structure to withstand 90-mph wind velocity.
- C. Sign Painter: Experienced as professional sign painter for minimum of three years.
- D. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- E. Show content, layout, lettering, color, structure, sizes, and grades of members.

# F. Sign Materials:

- 1. Structure and Framing: New wood structurally adequate.
- 2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.
- 3. Rough Hardware: Galvanized.
- 4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
- 5. Lettering: Exterior quality paint, contrasting colors, or precut vinyl self-adhesive products.

### G. Installation:

- 1. Install Project identification sign within 15 days after date established by Notice to Proceed.
- 2. Erect at designated location.
- 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- 4. Install sign surface plumb and level, with butt joints. Anchor securely.
- 5. Paint exposed surfaces of sign, supports, and framing.
- H. Maintenance: Maintain clean signs and supports; repair deterioration and damage.
- I. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

## 1.14 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
  - 1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
  - 2. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
  - 3. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

### D. Haul Routes:

1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.

# E. Traffic Signs and Signals:

- 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- 2. Relocate signs and signals as Work progresses, to maintain effective traffic control.

#### F. Removal:

- 1. Remove equipment and devices when no longer required.
- 2. Repair damage caused by installation.
- 3. Remove post settings completely and restore site to original conditions.

#### 1.15 FIRE-PREVENTION FACILITIES

- A. Prohibit smoking within buildings. The Owner will designate an area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.
  - 1. Provide one fire extinguisher near each work area.
  - 2. Provide minimum of one fire extinguisher on roof during roofing operations using heat-producing equipment.

#### 1.16 BARRIERS

- A. Provide OSHA compliant barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide OSHA compliant barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
  - 1. Protect existing planter areas from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.

- 2. Replace trees and plants damaged by construction operations.
- D. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

### 1.17 ENCLOSURES AND FENCING

- A. Construction: Commercial-grade chain-link fence.
- B. Provide 6-foot high fence around construction Site; equip with vehicular and pedestrian gates with locks.

### C. Exterior Enclosures:

Provide temporary weathertight closure of exterior openings to accommodate acceptable
working conditions and protection for products, to allow for temporary heating and
maintenance of required ambient temperatures identified in individual Specification
Sections, and to prevent entry of unauthorized persons. Provide access doors with selfclosing hardware and locks.

### D. Interior Enclosures:

- 1. Provide temporary partitions as indicated on Drawings to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- 2. Construction: Framing and reinforced polyethylene, plywood, or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces.
  - a. Surface-Burning Characteristics: Maximum 25/450 flame-spread/smoke-developed index when tested according to ASTM E 84.
    - 1) Tested Rating: Determined according to ASTM E 119.

## 1.18 SECURITY

### A. Security Program:

- 1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- 2. Initiate program in coordination with Owner's existing security system at Project mobilization.
- 3. Maintain program throughout construction period until Owner's acceptance precludes need for Contractor's security.

# B. Entry Control:

- 1. Restrict entrance of persons and vehicles to work areas of Project Site and existing facilities.
- 2. Allow entrance only to authorized persons with proper identification. Coordinate work staff requirements with Courthouse Security Personnel.
- 3. Maintain log of workers and visitors and make available to Owner on request.

4. Coordinate access of Owner's personnel to Site in coordination with Owner's security forces.

### C. Personnel Identification:

- 1. Provide identification badge for each person authorized to enter premises.
- 2. Badge to Include: Personal photograph, name, and employer.
- 3. Maintain list of accredited persons and submit copy to Owner on request.
- 4. Require return of badges at expiration of employment on the Work.

### 1.19 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

### 1.20 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere and into Owner-occupied areas.

## 1.21 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

## 1.22 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from equipment and noise produced by construction operations.

### 1.23 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

# 1.24 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
- B. Remove abandoned or unused underground installations to completely. Restore site to original conditions.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 015000

## SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 - GENERAL

# 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Demonstration and instructions.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Manual for equipment and systems.
- F. Spare parts and maintenance products.
- G. Product warranties and product bonds.
- H. Maintenance service.
- I. Examination.
- J. Preparation.
- K. Execution.
- L. Cutting and patching.
- M. Protecting installed construction.
- N. Final cleaning.

### 1.2 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
  - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs and other similar final record data in compliance with this Section.
  - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
  - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and

- date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
- 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
- 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
- 6. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
- 7. Perform final cleaning according to this Section.

# B. Substantial Completion Inspection:

- 1. When Contractor considers Work to be substantially complete, submit to Architect:
  - a. Written certificate that Work, or designated portion, is substantially complete.
  - b. List of items to be completed or corrected (initial punch list).
- 2. Within ten days after receipt of request for Substantial Completion, Architect will make inspection to determine whether Work or designated portion is substantially complete.
- 3. Should Architect determine that Work is not substantially complete:
  - a. Architect will promptly notify Contractor in writing, stating reasons for its opinion.
  - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Architect.
  - c. Architect will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect inspection.
- 4. When Architect finds that Work is substantially complete, Architect will:
  - a. Prepare Certificate of Substantial Completion on AIA G704 Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect and Owner (final punch list).
  - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
- 5. After Work is substantially complete, Contractor shall:
  - a. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
  - 1. When Contractor considers Work to be complete, submit written certification that:
    - a. Contract Documents have been reviewed.
    - b. Work has been examined for compliance with Contract Documents.
    - c. Work has been completed according to Contract Documents.
    - d. Work is completed and ready for final inspection.
  - 2. Submittals: Submit following:

- a. Final punch list indicating all items have been completed or corrected.
- b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
- d. Accounting statement for final changes to Contract Sum.
- e. Contractor's affidavit of payment of debts and claims on AIA G706 Contractor's Affidavit of Payment of Debts and Claims, or a form acceptable to the Architect and Owner.
- f. Contractor affidavit of release of liens on AIA G706A Contractor's Affidavit of Release of Liens or a form acceptable to the Architect and Owner.
- g. Consent of surety to final payment on AIA G707 Consent of Surety to Final Payment Form or a form acceptable to the Architect and Owner.
- 3. Perform final cleaning for Contractor-soiled areas according to this Section.

### D. Final Completion Inspection:

- 1. Within seven days after receipt of request for final inspection, Architect and Owner will make inspection to determine whether Work or designated portion is complete.
- 2. Should Architect or Owner consider Work to be incomplete or defective:
  - a. Architect will promptly notify Contractor in writing, listing incomplete or defective Work.
  - b. Contractor shall remedy stated deficiencies and send second written request to Architect that Work is complete.
  - c. Architect and Owner will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect and Owner's inspection.

#### 1.3 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products and systems to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- D. Explain the Owner's responsibility regarding the Automatic Fire Sprinkler System and what should be expected for future maintenance and testing.

### 1.4 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:

- 1. Drawings.
- 2. Specifications.
- 3. Addenda.
- 4. Change Orders and other modifications to the Contract.
- 5. Reviewed Shop Drawings, product data, and Samples.
- 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner, including areas where masonry or roofing products are replaced or repaired, and any modifications to the Automatic Sprinkler System plans including notes pertaining to future sprinkler additions to upper floors.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates used.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
  - 1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
  - 2. Include locations of concealed elements of the Work.
  - 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
  - 4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
  - 5. Identify and locate existing buried or concealed items encountered during Project.
  - 6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 8. Field changes of dimension and detail.
  - 9. Details not on original Drawings.
- G. Submit marked-up paper copy documents to Architect with claim for final Application for Payment.

# 1.5 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.

- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by trade and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop Drawings and product data.
    - b. Certificates.
    - c. Originals of warranties and bonds.

### 1.6 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.

#### 1.7 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections for two years from date of Substantial Completion.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

### PART 2 - PRODUCTS - Not Used

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

### 3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

#### 3.3 EXECUTION

- A. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- B. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
  - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
  - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
  - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect for final decision.
- D. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
  - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.

- 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- E. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period.

#### 3.4 CUTTING AND PATCHING

- A. Employ installers skilled and experienced with historic structures and Department of Interior Standards for Historic Structures to perform cutting and patching, and repair and replacement work.
- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight-exposed elements.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and nonconforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire-rated walls, partitions, ceiling, or floor construction, completely seal voids with fire-rated material equivalent to the wall or floor/ceiling ratings to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes.
- K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

### 3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic from landscaped areas.

## 3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
- B. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- C. Clean debris from roofs, gutters, downspouts, and drainage systems.
- D. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION 017000

#### SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

## 1.1 SUMMARY

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

# B. Related Requirements:

- 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
- 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

# 1.3 CLOSEOUT SUBMITTALS

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

## 1.4 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 7 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
  - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 7 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Advise Owner's personnel of changeover in security provisions.
  - 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 4. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 6. Complete final cleaning requirements.
  - 7. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 7 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

# 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed

- and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 7 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

## 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Submit list of incomplete items in one of the following formats:
    - a. MS Excel electronic file. Architect will return annotated file.
    - b. PDF electronic file. Architect will return annotated file.
    - c. Three paper copies. Architect will return one copy.

## 1.7 SUBMITTAL OF PROJECT WARRANTIES

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

## D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

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

#### PART 3 - EXECUTION

### 3.1 FINAL CLEANING

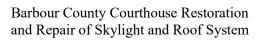
- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - d. Sweep concrete broom clean.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls".

## 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly

adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700



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#### SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.

### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
- B. Record Specifications: Submit one paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy or annotated PDF electronic files and directories of each submittal.

### 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Locations and depths of underground utilities.
    - c. Actual equipment locations.

- d. Changes made by Change Order or Construction Change Directive.
- e. Changes made following Architect'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 and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other 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.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

### 1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

#### 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- C. Format: Submit record Product Data as scanned PDF electronic file(s) of marked-up paper copy of Product Data.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

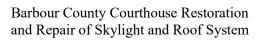
#### 1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017839



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#### SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

### PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

- 1. Framing with dimension lumber.
- 2. Wood blocking and nailers.
- 3. Wood furring.
- 4. Wood sleepers.
- 5. Plywood backing panels.

### **PART 2 - PRODUCTS**

## 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
- B. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.

### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

- 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
- 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
- 4. Wood floor plates that are installed over concrete slabs-on-grade.
- E. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- F. Application: Treat items indicated on Drawings, and the following:
  - 1. Framing for raised platforms.
  - 2. Concealed blocking.
  - 3. Roof framing and blocking.
  - 4. Wood cants, nailers, curbs, equipment support bases, blocking, and similar members in connection with roofing.
  - 5. Plywood backing panels.

### 2.3 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.
- B. Other Framing: Construction or No. 2 grade of any of the following species:
  - 1. Hem-fir (north); NLGA.
  - 2. Southern pine: SPIB.
  - 3. Douglas fir-larch; WCLIB or WWPA.
  - 4. Southern pine or mixed southern pine; SPIB.
  - 5. Spruce-pine-fir; NLGA.
  - 6. Douglas fir-south; WWPA.
  - 7. Hem-fir; WCLIB or WWPA.
  - 8. Douglas fir-larch (north); NLGA.
  - 9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

## 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Rooftop equipment bases and support curbs.
  - 4. Cants.
  - 5. Furring.
  - 6. Grounds.
  - 7. Utility shelving.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

- C. Utility Shelving: Lumber with 15 percent maximum moisture content of eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or No. 2 Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. Concealed Boards: 15 percent maximum moisture content of any of the following species and grades:
  - 1. Mixed southern pine or southern pine, No. 2 grade; SPIB.
  - 2. Eastern softwoods, No. 2 Common grade; NELMA.
  - 3. Northern species, No. 2 Common grade; NLGA.
  - 4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.

## 2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

### 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.
- B. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

### 2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

## **PART 3 - EXECUTION**

## 3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- F. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
  - 3. ICC-ES evaluation report for fastener.

### 3.2 PROTECTION

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

END OF SECTION 061053

#### SECTION 073213 - CLAY ROOF TILES

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Clay roof tiles.
  - 2. Underlayment.
  - 3. Ridge vents.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Material test reports for clay roof tiles.
- B. Evaluation reports for the following:
  - 1. Clay roof tiles, fasteners, and attachment systems.
  - 2. Synthetic underlayment.
  - 3. High-temperature self-adhering underlayment.

### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

A. Exterior Fire-Test Exposure: Provide clay roof tiles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories, Inc. or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

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### 2.2 CLAY ROOF TILES

- A. Clay Roof Tiles: ASTM C 1167, molded- or extruded-clay roof tile units of shape and configuration indicated, kiln fired, and free of surface imperfections. Provide with fastening holes prepunched at factory before firing.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Ludowici Roof Tile or Architect approved equal.
  - 2. Durability: Grade 1
  - 3. High-Profile Shape: Type I, Spanish or "S" and any special shapes required to match existing.
    - a. Accessory Tiles: Ridge, ridge end, hip and hip starter, header course and any special units required for repair or replacement work.

### 2.3 UNDERLAYMENT MATERIALS

- A. Felt Underlayment: ASTM D 226/D 226M, Type II, asphalt-saturated organic felt, unperforated.
- B. Synthetic Underlayment: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. <u>CertainTeed Corporation</u>.
    - b. GAF.
    - c. Owens Corning.
- C. Self-Adhering Sheet Underlayment, Polyethylene Faced: ASTM D 1970/D 1970M, a minimum of 40-mil- (1.0-mm-) thick, slip-resisting, polyethylene-film-reinforced top surface laminated to SBS-modified-asphalt adhesive, with release paper backing; cold applied. Provide primer for adjoining concrete or masonry surfaces to receive underlayment.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. <u>Carlisle Coatings & Waterproofing Inc.</u>
    - b. <u>CertainTeed Corporation</u>.
    - c. <u>Johns Manville</u>; a Berkshire Hathaway company.
    - d. Owens Corning.

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### 2.4 ACCESSORIES

- A. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane or silicone-based joint sealant of type, grade, class, and use classifications required to seal joints in clay-tile roofing and remain watertight for locations indicated on drawings and in the attached Orion Roof Survey.
- B. Mortar: ASTM C 270, Type M, natural color.

### 2.5 FASTENERS

- A. Roofing Nails: ASTM F 1667, copper, 0.135-inch- or hot-dip galvanized-steel, 0.120-inch-diameter shank, sharp-pointed, conventional roofing nails with barbed shanks; minimum 3/8-inch- diameter head; of sufficient length to penetrate 3/4 inch into substrate or through thickness of the sheathing, whichever is less.
  - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- B. Wire Ties: Copper or Stainless steel, 0.083-inch minimum diameter.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Newport Tool & Fastener Company, Inc.
    - b. Wire Works, Inc.
- C. Tile Locks: Copper or Stainless-steel, 0.1-inch- diameter wire device designed to secure butt edges of overlaid clay roof tiles.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Newport Tool & Fastener Company, Inc.
    - b. Wire Works, Inc.

### 2.6 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
  - 1. Sheet Metal: Copper.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for design, dimensions, metal, and other characteristics of the item.

C. Vent-Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.

### PART 3 - EXECUTION

- A. Self-Adhering Sheet Underlayment: Install wrinkle free; comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install lapped in direction that sheds water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (152 mm), staggered 24 inches (610 mm) between succeeding courses. Roll laps with roller. Cover underlayment within seven days.
  - 1. Prime concrete and masonry surfaces to receive self-adhering sheet underlayment.

## 3.2 METAL FLASHING INSTALLATION

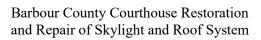
- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
  - 1. Install metal flashings according to clay roof tile manufacturer's written instructions and recommendations in NRCA's "NRCA Roofing Manual: Steep-Slope Roof Systems."
- B. Pipe Flashings: Form flashing around pipe penetrations and tile roofing. Fasten and seal to tile roofing.

### 3.3 CLAY ROOF TILE INSTALLATION

- A. General: Install clay roof tiles according to manufacturer's written instructions and recommendations in TRI/WSRCA's "Concrete and Clay Roof Tile Design Criteria Installation Manual for Moderate Climate Regions" and NRCA's "NRCA Roofing Manual: Steep-Slope Roof Systems" unless more stringent requirements are indicated.
  - 1. Maintain uniform exposure and coursing of clay roof tiles throughout roof to match existing.
  - 2. Nail Fastening: Drive nails to clear the clay roof tile so the tile hangs from the nail and is not drawn up.
    - a. Install wire through nail holes of cut tiles that cannot be nailed directly to roof deck and fasten to nails driven into deck.
  - 3. Wire-Tie Fastening: Install wire-tie systems and fasten clay roof tiles according to manufacturer's written instructions.
  - 4. Mortar Setting: Install clay roof tile according to TRI/FRSA's "Concrete and Clay Roof Tile Installation Manual."
  - 5. Tile Locks: Install to support and lock overlying tile butts to underlying tiles.
  - 6. Cut and fit clay roof tiles neatly around roof vents, pipes, ventilators, and other projections through roof. Fill voids with mortar.
  - 7. Install clay roof tiles with color to match existing.

- B. Open Valleys: Cut clay roof tiles at open valleys to form straight lines. Maintain uniform width of exposed open valley.
  - 1. Drill or notch cut valley tiles and wire-tie to fastener placed clear of valley metal flashings.
  - 2. Do not nail tiles to metal flashings.

END OF SECTION 073213



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#### SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

## 1.1 SUMMARY

#### A. Section Includes:

- 1. Manufactured reglets with counterflashing.
- 2. Formed roof-drainage sheet metal fabrications.
- 3. Formed low-slope roof sheet metal fabrications.
- 4. Formed steep-slope roof sheet metal fabrications.
- 5. Formed wall sheet metal fabrications.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each of the following
  - 1. Underlayment materials.
  - 2. Elastomeric sealant.
  - 3. Butyl sealant.
  - 4. Epoxy seam sealer.
- B. Samples: For each exposed product and for each color and texture specified, 12 inches (300 mm) long by actual width.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested.
- B. Evaluation Reports: For copings and roof edge flashing, from an agency acceptable to authority having jurisdiction showing compliance with ANSI/SPRI/FM 4435/ES-1.

# 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Special warranty.

## 1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested shop shall be listed as able to fabricate required details as tested and approved.

#### 1.6 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 10 years from date of Substantial Completion.

#### PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces

## 2.2 SHEET METALS

- A. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.
  - 1. Copper-Sheet Finish: To Match Existing

#### 2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

- B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F (111 deg C); and complying with physical requirements of ASTM D226/D226M for Type I and Type II felts.
- C. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.
  - 1. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F (29 deg C) or lower.
- D. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.

## 2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  - 1. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.

## C. Solder:

- 1. For Copper: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead with maximum lead content of 0.2 percent.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- E. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

H. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.

## 2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing as required to repair or replace existing conditions in matching details to the greatest extent possible, and as indicated and recommended in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than what exists for each application and metal.
  - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 5. Conceal fasteners and expansion provisions to the greatest extent possible. Do not use exposed fasteners on faces exposed to view.

### B. Fabrication Tolerances:

- 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m).
- C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.

#### F. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

### 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

# A. Built-in Gutters:

1. Fabricate to cross section required, with riveted and soldered joints, complete with end pieces, outlet tubes, and other special accessories as required.

- 2. Fabricate in minimum 96-inch- (2400-mm-) long sections. Fabricate expansion joints and accessories from same metal as gutters unless otherwise indicated.
- 3. Fabricate from the following materials:
  - a. Copper: **16 oz**./sq. ft. (0.55 mm thick).
- B. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fabricate from the following materials:
  - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- C. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape required, complete with outlet tubes. Fabricate from the following materials:
  - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- D. Splash Pans: Fabricate to dimensions and shape required and from the following materials:
  - 1. Copper: 16 oz./sq. ft. (0.55 mm thick)..

## 2.7 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
  - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- B. Valley Flashing: Fabricate from the following materials:
  - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- C. Drip Edges: Fabricate from the following materials:
  - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- D. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:
  - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).

## PART 3 - EXECUTION

#### 3.1 INSTALLATION OF UNDERLAYMENT

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim.
  - 1. Install in shingle fashion to shed water.
  - 2. Lap joints not less than 2 inches (50 mm).

- B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, in accordance with manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.
  - 1. Lap horizontal joints not less than 4 inches (100 mm).
  - 2. Lap end joints not less than 12 inches (300 mm).
- C. Self-Adhering, High-Temperature Sheet Underlayment:
  - 1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
  - 2. Prime substrate if recommended by underlayment manufacturer.
  - 3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
  - 4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses.
  - 5. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller.
  - 6. Roll laps and edges with roller.
  - 7. Cover underlayment within 14 days.
- D. Install slip sheet, wrinkle free, before installing sheet metal flashing and trim.
  - 1. Install in shingle fashion to shed water.
  - 2. Lapp joints not less than 4 inches (100 mm).

# 3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required for repair and replacements to match existing conditions unless otherwise indicated on Drawings.
  - 1. Install solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder and sealant.
  - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
  - 5. Install continuous cleats with fasteners spaced not more than 12 inches (300 mm) o.c.
  - 6. Space individual cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
  - 8. Do not field cut sheet metal flashing and trim by torch.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressuretreated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

- 1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
  - 1. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
  - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
  - 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant.
    - b. Form joints to completely conceal sealant.
    - c. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way.
    - d. Adjust setting proportionately for installation at higher ambient temperatures.
      - 1) Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
  - 1. Pretin edges of sheets with solder to width of 1-1/2 inches (38 mm); however, reduce pretinning where pretinned surface would show in completed Work.
  - 2. Do not use torches for soldering.
  - 3. Heat surfaces to receive solder, and flow solder into joint.
    - a. Fill joint completely.
    - b. Completely remove flux and spatter from exposed surfaces.
  - 4. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

### 3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

# B. Built-in Gutter Repairs:

- 1. Join sections with riveted and soldered joints.
- 2. Maintain any existing provisions for thermal expansion.
- 3. Provide end closures and seal watertight with sealant.

# C. Scupper Repairs:

- 1. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
- 2. Anchor scupper closure trim flange to exterior wall and solder to scupper.
- 3. Loosely lock front edge of scupper with conductor head.
- 4. Solder exterior wall scupper flanges into back of conductor head.

#### 3.4 REPAIR OR REPLACEMENT OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.
  - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
  - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches (100 mm) over base flashing. Install stainless steel draw band and tighten.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
  - 1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
  - 2. Extend counterflashing 4 inches (100 mm) over base flashing.
  - 3. Lap counterflashing joints minimum of 4 inches (100 mm).
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with [elastomeric] [butyl] sealant and clamp flashing to pipes that penetrate roof.

# 3.5 REPAIR OF WALL FLASHINGS

A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

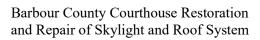
## 3.6 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

# 3.7 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

END OF SECTION 076200



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#### SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.

## 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples: For each kind and color of joint sealant required.

### 1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

# 1.5 PRECONSTRUCTION TESTING

A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

## 1.6 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

# 2.1 JOINT SEALANTS, GENERAL

A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Henry Company.

## 2.3 JOINT-SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Alcot Plastics Ltd.
    - b. BASF Corporation; Construction Systems.
    - c. Construction Foam Products: a division of Nomaco, Inc.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

### 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

#### PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove laitance and form-release agents from concrete.
  - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

## 3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

## 3.3 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 8 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
    - b. Perform one test for each **1000 feet** of joint length thereafter or one test per each floor per elevation.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

END OF SECTION 079200

#### SECTION 011000 - SUMMARY

PART 1 - GENERAL

### 1.1 SUMMARY

- A. The work of this section includes structural skylights Model 181 and 185.
- B. Types of unit skylights include: Structural Ridge Skylights

Related Sections: Section(s) related to this section include:

1. Flashing and Sheet Metal: Division 7 Flashing and Sheet Metal Section.

#### 1.2 REFERENCES

- A. General: Standards listed by reference, including revisions by issuing authority, form a part of this specification section to extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation.
- B. Aluminum Association (AA)

Specifications for Aluminum Structures

- C. American Architectural Manufacturers Association (AAMA)
  - 1. 1600 Voluntary Specification for Skylights
  - 2. 611-98 Specification for Anodized Architectural Aluminum.
  - 3. 1605.1 Voluntary Standard Uniform Load Test Procedure for Plastic Glazed Skylights by Uniform Static Air Pressure Difference.
- D. American Society for Testing and Materials, ASTM
  - 1. By D4802 Specification for Poly (Methyl Methacrylate) Acrylic Plastic Sheet.
  - 2. ASTM E283 Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls and Doors.

3.

- 4. ASTM E330 Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors Uniform Static Air Pressure Difference.
- 5. E331 Test Method for Water Penetration of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
- E. National Roofing Contractors Association (NRCA): Roofing and Waterproof Manual

## 1.3 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide roof accessories which have been manufactured, fabricated and installed to withstand loads that satisfy the designed load requirements and to maintain adequate performance criteria stated by manufacturer without defects, damages or failures.
- B. Units Skylight Performance Requirements
  - 1. Design framing and dome infill assembly to support the following load requirements:
    - a. 30/40 PSF snow load plus dead load.
    - b. 30/40 PSF negative wind or uplift load plus dead load.
  - 2. Unit skylights shall conform to recommendations of the AA Specifications for Aluminum Structures and AAMA Publications as applicable to products specified: AAMA 2603-98, 611-98 and 1605.1.
  - 3. Fabrication and installation of unit skylights shall comply with all applicable sections of the WV State Building Code, Including but not limited to the 2015 International Building Code and the 2015 NFPA 101 Life Safety Code.

## 1.4 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. Product Data: Submit product data, for specified products.
- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finishes and colors. Submit shop drawings for approval prior to fabrication. Include details of framing members, glazing materials where applicable, sealants, fasteners, anchors and thicknesses and types of formed flashing and closures.
- D. Samples: Submit selection and verification samples for finishes, colors and textures.
  - 1. Finish Samples: Submit a verification sample of aluminum finish in specified color.

- E. Quality Assurance Submittals: Submit the following
  - 1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
  - 2. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria, and physical requirements.
  - 3. Manufacturer's Instructions: Manufacturer's installation instructions.
  - 4. Manufacturer's Field Reports: Manufacturer's field reports specified herein.

## F. Closeout Submittals: Submit the following

- 1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
- 2. Warranty: Warranty documents specified herein.

# 1.5 QUALITY ASSURANCE

## A. Qualifications

- 1. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
- 2. Installer: Unit skylights shall be installed by workmen with a minimum of 2 years experience in installation of similar units.
- 3. Manufacture Qualifications: Manufacturer capable of providing field service representation during construction, approving acceptable installer and approving application method.
- B. Pre-installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.

## 1.6 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Sequence deliveries to avoid delays but minimize on site storage.
- Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.
   Protect from sunlight damage, weather, excessive temperatures and construction operations.

## 1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.
- B. Measurements: Take accurate field measurements before fabrication. Do not delay job progress; allow for field tolerances if taking field measurements before fabrication is not possible.

#### 1.8 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Provide written warranty signed by manufacturer, agreeing to repair or replace work which exhibits defects in materials or workmanship and guaranteeing weather tight and leak free performance. "Defects" is defined as uncontrolled leakage of water and abnormal aging or deterioration.
  - 1. Skylight Warranty: Provide written warranty signed by manufacturer, agreeing to repair or replace work which exhibits defects in materials or workmanship and guaranteeing weather tight and leak free performance. "Defects" is defined as uncontrolled leakage of water and abnormal aging and deterioration.
  - 2. Warranty Periods: 2 years commencing on date of invoice.
- C. Finish Warranty: Provide written warranty signed by manufacturer and finisher, agreeing to repair or replace work which exhibits defects in finish. "Defects" is defined as peeling, chipping, chalking, fading, abnormal aging or deterioration, and failure to perform as required.
  - 1. Warranty Period for Anodized Finish: One year from date of application for film integrity.
  - 2. Warranty Period for Polyester Baked Powder Coat Finish: One year from date of application for film integrity.

### PART 2 - PRODUCTS

# 2.1 STRUCTURAL SKYLIGHTS

A. Manufacture: Plasteco Skylight Systems

Contact: P.O. Box 24158, Houston, TX 77229-4158;

Telephone: (800) 231-6117, (713) 673-7710 Fax (877) 231-6117, www.plasteco.com

B. Proprietary Product(s)/System(s): Plasteco Unit Skylights

Materials: For each type of material required for the work of this section, provide primary materials which are the products of one manufacturer. Provide secondary materials which are acceptable to the manufacturers of the primary materials.

### 2.2 PRODUCT SUBSTITUTIONS

# 2.3 MANUFACTURED UNITS

- A. Structural Ridge Skylights: Curb mounted units, each consisting of plastic glazing, 0.072" extruded aluminum retaining channel, 0.062" aluminum retaining angle, and sufficient drainage slots to carry all moisture to the outside.
  - 1. Type:
    - a. Acrylic, cast
      Ridge Hipped End: [Model 180 single dome] [Model 181 double dome]
      Ridge Gable End: [Model 182 single dome] [Model 183 double dome]
    - b. Glass:
      Ridge Hipped End: [Model 184 laminated] [Model 185 insulated]
      Ridge Gable End: [Model 186 laminated] [Model 187 insulated]
  - 2. Glazing: Base Bid Insulated Glass, and Alternate Bid Acrylic Double Dome.
    - a. Acrylic
       Outer dome color (Single): Colorless.
       Inner Dome color (Double): Colorless.
    - b. Insulated glass 1 1/8" thick: (Exterior lite 1/4" Clear heat strengthened,

½" air space, Interior laminated glass Low E with 0.030" clear polyvinyl butyl)

- 3. Frame Finish: Manufacturer's standard mill finish A31 clear anodized coating complying with AAMA 611-98, 0.4-0.7 mil thick minimum, as selected from manufacturers standard color offering]
- 4. Condensation Control: Non-thermalized type shall have sufficient drainage slots to carry all moisture to the outside.
- 5. Size: To Match Existing Skylight being replaced.

### 2.4 ACCESSORIES

A. FallGuard™ Skylight Safety Screen: Skylight Fall protection screen shall be of welded wire construction using 0.195 dia. galvanized wire with a 3" x 4" grid pattern. The screen shall be hot dipped galvanized to meet ASTM A123. Skylight safety screens shall comply with OSHA Regulations CFR §1910.23 and CFR §1926.501.

## 2.5 RELATED MATERIALS

A. Related Materials: Refer to other sections listed in Related Section paragraph herein for related materials.

## 2.6 SOURCE QUALITY

A. Obtain unit skylights from a single manufacturer.

## PART 3 - EXECUTION

## 3.1 MANUFACTURE'S INSTRUCTIONS

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

### 3.2 EXAMINATION

A. Site verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

Take field dimensions and examine conditions of substrates, supports, and other conditions under which work is to be performed and notify Contractor, in writing, of circumstances detrimental to proper completion of work. Do not proceed with work until unsatisfactory conditions are corrected.

#### 3.3 PREPARATION

A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

## 3.01 INSTALLATION

## B. Unit skylight Installation

- 1. Match profiles, sizes and spacing of the existing skylight as indicated on approved shop drawings.
- 2. Coordinate installation with adjacent work such as roofing, sheet metal and other work to ensure creation of a complete weatherproof assembly. Anchor work securely to supporting structure, but allow for differential and thermal movement.
- 3. Isolate between aluminum and dissimilar metals with a protective coating or plastic strip to prevent electrolytic corrosion.
- C. Related Products Installation: Refer to other sections listed in Related Section paragraph herein for related products installation.

## 3.4 FIELD QUALITY REQUIREMENTS

A. Site Tests (Installation and Post Installation Testing): [Specify applicable test requirements to be performed during and/or after product installation.]

## 3.5 ADJUSTING

A. After installation, remove shipping clips from components. Do not remove "risk-of-fall" labels from units. Touch-up and repair minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired.

## 3.6 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products.
- B. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

## 3.7 PROTECTION

A. Protect installed product and finish surfaces from damage during construction.

# **END OF SECTION**