



Wold Architects and Engineers
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Palatine, IL 60067
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Project Manual

NORTHWEST CENTRAL DISPATCH SYSTEM GATES REPLACEMENT PROJECT

Northwest Central Dispatch System
Arlington Heights, Illinois
September 23, 2021

SECTION 00 01 01

PROJECT IDENTIFICATION PAGE

PROJECT MANUAL

PROJECT IDENTIFICATION

BIDDING REQUIREMENTS

CONDITIONS OF THE CONTRACT

GENERAL REQUIREMENTS

AND SPECIFICATIONS FOR:

GATES REPLACEMENT PROJECT

**1975 EAST DAVIS STREET
ARLINGTON HEIGHTS, ILLINOIS**

**NORTHWEST CENTRAL DISPATCH SYSTEM
ARLINGTON HEIGHTS, ILLINOIS 60005**

Bid Time: 1:00 p.m.

Bid Date: October 7, 2021

Bid Place: Training Room
1975 East Davis Street
Arlington, Illinois 60005

SECTION 00 01 03

TITLE PAGE

PROJECT TITLE AND LOCATION:	GATES REPLACEMENT PROJECT 1975 EAST DAVIS STREET ARLINGTON, ILLINOIS 60005
OWNER:	NORTHWEST CENTRAL DISPATCH SYSTEM
ARCHITECTS:	Wold Architects and Engineers 220 North Smith Street, Suite 310 Palatine, Illinois 60067 Tel. (847) 241-6100
CIVIL ENGINEER:	MeritCorp Group, LLC 4222 Meridian Parkway, Suite 112 Aurora, Illinois 60504 Tel. (630) 554-6655
ELECTRICAL ENGINEER:	Wold Architects and Engineers 220 North Smith Street, Suite 310 Palatine, Illinois 60067 Tel. (847) 241-6100
DATE:	September 23, 2021

SECTION 00 01 05

PROFESSIONAL CERTIFICATIONS

GATES REPLACEMENT PROJECT

NORTHWEST CENTRAL DISPATCH SYSTEM

Wold Architects and Engineers

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

_____	September 23, 2021	001.020883
Signature	Date	Registration

Matt Bickel
Typed Name

MeritCorp Group, LLC
Civil Engineer

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Illinois.

_____	September 23, 2021	
Signature	Date	Registration

Clayton Schuler
Typed Name

Wold Architects and Engineers
Electrical Engineer

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Illinois.

_____	September 23, 2021	062.060077
Signature	Date	Registration

Bradley Johannsen
Typed Name

SECTION 00 01 10

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ADVERTISEMENT FOR BIDS

**GATES REPLACEMENT PROJECT
NORTHWEST CENTRAL DISPATCH SYSTEM
ARLINGTON HEIGHTS, ILLINOIS**

Northwest Central Dispatch System will receive single prime sealed bids for the Gates Replacement Project until 1:00 PM local time on Thursday, October 7, 2021 at 1975 East Davis Street, Arlington Heights, Illinois 60005, at which time and place all bids will be publicly opened and read aloud.

This project includes: Removal and replacement of high security steel gates, modifications to existing high security fencing, concrete pavement, concrete footings, and electrical power.

Project documents are available for download from the Owner's website: <https://www.nwcds.org/public.html>

Make proposals on the bid forms supplied in the Project Manual. No oral, telegraphic or telephonic proposals or modifications will be considered. Submit with each bid, a certified check or acceptable bidder's bond payable to Northwest Central Dispatch System in an amount equal to ten percent (10%) of the total bid. The successful bidder will be required to furnish satisfactory Labor and Material Payment Bond, and Performance Bond.

The successful bidder is required to pay the general prevailing wage for work as ascertained by the Illinois Department of Labor, and shall submit certified payroll records, in compliance with the Prevailing Wage Act (820 ILCS 130) and shall comply with all applicable Illinois statutory requirements regarding labor, including Equal Employment Opportunity laws.

Bids may not be withdrawn within thirty (30) days after the scheduled time of opening bids, without the consent of the Owner. The Owner reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding.

The Owner requires Substantial Completion of the project on or before April 1, 2022.

Board of Directors
NORTHWEST CENTRAL DISPATCH SYSTEM

SECTION 00 41 13

BID FORM

**BID PROPOSAL FOR: GATES REPLACEMENT PROJECT
1975 EAST DAVIS STREET
ARLINGTON HEIGHTS, ILLINOIS**

BID TO: Northwest Central Dispatch System
Training Room
1975 East Davis Street
Arlington Heights, Illinois 60005

BID FROM: _____

We have examined the Contract Documents for the proposed Gates Replacement Project as prepared by Wold Architects and Engineers, Palatine, Illinois, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. _____ issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by April 1, 2022.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General and Electrical Construction for the Base Bid Sum of:

_____ Dollars \$ _____

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 South Gate

Add/Deduct _____ Dollars \$ _____

2. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 2 Pedestrian Gate

Add/Deduct _____ Dollars \$ _____

DATE _____

FIRM NAME _____

OFFICIAL ADDRESS _____

TELEPHONE NUMBER ____ (____) _____

FAX NUMBER ____ (____) _____

BY _____

TITLE _____

END OF SECTION 00 41 13

SECTION 00 72 00
GENERAL CONDITIONS

The "General Conditions of the Contract for Construction", AIA Document A201, Sixteenth Edition, 2017 is attached after this section.

END OF SECTION 00 72 00

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Northwest Central Dispatch System
1975 East Davis Street
Arlington Heights, Illinois 60005

THE OWNER:

(Name, legal status and address)

Northwest Central Dispatch System
1975 East Davis Street
Arlington Heights, Illinois 60005

THE ARCHITECT:

(Name, legal status and address)

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, Illinois 60067

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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.

(Paragraphs deleted)

§ 1.1.8 Architect/Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Change Orders and Supplemental Instructions.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The Supplementary Conditions.
5. The General Conditions of the Contract for Construction.
6. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or great quantity of Work shall be provided in accordance with the Architect's interpretations.

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law,

including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work with the exception of utilities to be field verified by the Contractor. The Contractor shall be responsible to have public and private utilities located within the areas being disturbed to implement the work on site.

§ 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 Contractor will be furnished free of charge, such copies of the Contract Documents as are reasonably necessary for execution of the Work. Following the initial issue of Drawings and Project Manuals, additional copies requested by the Contractor will be furnished at the cost of reproduction, postage and handling.

§ 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

§ 2.5.1 Prior to substantial completion, 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.

§ 2.5.2 After substantial completion, if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails to correct such deficiencies within 3 days of receipt of written notice from the Architect or Owner, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such

case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor

shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00 – Substitutions and Product Options.

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 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 as required by Section 01 32 00 Construction Scheduling. 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 as required by Section 01 32 00 Construction Scheduling, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of Architect reviewed Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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. Shop drawings submitted prior to issuance of the building permit are at the Contractors risk.

§ 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 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 reviewed 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 review 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 review 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 review of a resubmission shall not apply to such revisions.

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

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

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

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall accept the site as it exists. The care, custody and control of the project site shall be vested in the Contractor, subject to the rights of the Owner.

§ 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.

§ 3.19 PROJECT MANAGER

§ 3.19.1 The Contractor shall employ a competent project manager who shall be present and run all construction progress meetings. The project manager shall be responsible for providing accurate and up-to-date construction and submittal schedules at each construction progress meeting.

§ 3.19.2 When requested by the Owner or Architect, the project manager shall:

- a. Assist in resolving scope conflicts between sub-contractors in a timely fashion to ensure project progress matches published construction schedule.
- b. Have sub-contractors attend construction progress meetings.
- c. Manage the resolution of issues that arise during the punchlist/closeout/warranty period when the job superintendent is no longer on site.

§ 3.19.3 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed project manager. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed project manager or (2) that the Architect required additional time to review. Failure of the Architect to reply within the 14 days period shall constitute notice of no reasonable objection.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term "Architect" means the Architect or the Architect's authorized representative.

§ 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 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 end of the warranty period which ends one year from 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 take one of the following actions Reviewed; Rejected; Review Comments; Revise and Resubmit 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, the Architect will determine review timelines. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, coordinating the work, 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 20 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 Owner or Architect to provide notice within the 20-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, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor and overhead as provided in Section 7.5;
- .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 permit fees, and sales, use, or similar taxes, directly related to the work; and

§ 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.

§ 7.5 CHANGES IN CONTRACT SUM

§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead, bond, insurance, office project management and supervision estimating time/costs, field management and supervision including the field superintendent, foreman and all other management staff onsite, as-built modification and profit, use or replacement of tools, shop burden, equipment rental (other than specifically required additional hoisting equipment, required excavating equipment or similar equipment necessary solely as a result of the change), engineering costs, cost of safety measures (including those imposed by OSHA), parking charges, general jobsite clean-up, testing, permits (unless a new permit is required) or any other costs not associated with the change and profit at the following percentages of the cost attributable to the change in the Work:

1. Ten percent (10%) for Work (labor, labor insurance and materials by the Contractor not involving subcontractors;
2. Five percent (5%) for Work (labor, labor insurance and materials) by subcontractors;
3. When both additions and credits are involved in any one proposal request, the allowance for overhead, bond, insurance, office project management, estimating time, field supervision, as-built modification and profit shall be figured on the basis of the net increase, if any;
4. For additional Work ordered as described above which will be executed by Subcontractors of the Contractor, it is agreed Subcontractors will be permitted to charge ten percent (10%) for work not involving sub-subcontractors and five percent (5%) for Work by sub subcontractors. to the net subcontract amount the Contractor may add five percent (5%).

§ 7.5.2 A breakdown of material and an hourly breakdown of labor must be submitted with each request for additional compensation.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 employed by the Owner; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, encountering Hazardous Materials, transportation delays not reasonably foreseeable, general labor disputes impacting the Project, but not specifically related to the Worksite, Terrorism, epidemics, adverse governmental actions, 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 arbitration or litigation as provide for herein; or (5) by other causes that 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. NOTICE OF DELAYS: If delays to the Work are encountered for any reason, the Contractor shall provide prompt written notice to the Architect of the cause of such delays after the Contractor first recognizes and can substantiate the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

§ 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 four (4) copies of the schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 Projects with multiple sites or multiple phased projects, provide separate schedule of values for each building, phase or site.

§ 9.2.3 The schedule of values shall include the following line items with values calculated as follows:

Operations and maintenance manuals	.125% of contract value
As-built drawings	.0625% of contract value
Training	.125% of contract value
Attic stock materials	.0625% of contract value
Mechanical/Electrical Coordination Drawings	.0625% of contract value

§ 9.2.4 The schedule of values shall be broken down with separate line items for labor and materials corresponding to each specification section.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit four (4) copies to the Architect an itemized Application for Payment (AIA Document G702 and G703) 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, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.1.3 Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site up to the first day of that month, less the aggregate of previous payment in each case.

§ 9.3.1.4 A sworn 'Contractor's Affidavit' shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois Mechanic's Lien law.

Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of subcontractors and suppliers who were included in the immediate proceeding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

§ 9.3.1.5 Provide that there are no outstanding liens or claims and that in the opinion of the Owner the previous work has been done properly and is on schedule for completion of construction and the unpaid balance in each case is sufficient to complete the unfinished work, upon fifty percent (50%) completion of the Work, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for ninety-five percent (95%) of the value of the completed Work, the retainage thus being reduced to five percent (5%).

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten 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. **Per 50 ILCS 505/9, the Contractor must pay subcontractors within fifteen (15) days of receipt of payment from the local government entity for undisputed work. If the Contractor, without reasonable cause, fails to make payment to subcontractors within this period of time, in addition to the payment due the Contractor shall pay interest in the amount of 2% per month, calculated from the expiration of the fifteen (15) day period until fully paid.** The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written 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. **If the Work is to be followed by construction by the Owner or by the separate contractors, Substantial Completion shall be defined as the readiness of the Work for the commencement of such construction.**

§ 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 which the Contractor shall complete all items on the list accompanying the Certificate **to sixty (60) calendar days. The Contractor will submit a punchlist completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect's consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor's contract by change order.** 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. Warranties on punchlist items will commence on the date of final payment.

§ 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. **The payment shall be sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner and Architect shall determine for incomplete work and unsettled claims. The Owner has no obligation to make incremental retainage reductions after the initial determination for the incomplete work and unsettled claims.**

§ 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 as required under Section 11.3.1.5 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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, and (5) 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract

Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's written 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 from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage; **which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;**
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 **Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:**
 - a. Premises Operations (including X, C, and U coverages as applicable).
 - b. **Independent Contractors' Protective.**
 - c. **Products and Completed Operations.**
 - d. **Personal Injury Liability with Employment Exclusion deleted, or Employment Practices Liability.**
 - e. **Contractual – including specified provision for Contractor's obligations under Paragraph 3.18.**
 - f. **Owned, non-owned and hired motor vehicles.**
 - g. **Broad Form Property Damage including Completion Operations.**
 - h. **Umbrella Excess Liability.**
- .10 **A General Liability or Umbrella Liability Policy on a claims-made basis will not be accepted.**

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

a. Workers' Compensation:

1) Illinois Statutory

2) Employer's Liability:

\$100,000 per accident

\$500,000 disease, policy limit

\$100,000 disease, each employee

b. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- 1) Bodily Injury: \$500,000 each occurrence
\$1,000,000 aggregate
- 2) Property Damage: \$500,000 each occurrence
\$1,000,000 aggregate
- 3) Products and Completed Operations to be maintained for 2 years after final payment: \$1,000,000 aggregate
- 4) Property Damage Liability Insurance shall provide X, C and U coverage.
- 5) Broad Form Property Damage Coverage shall include Completed Operations.

c. Contractual Liability

- 1) Bodily Injury \$500,000 each occurrence
\$1,000,000 aggregate
- 2) Property Damage: \$500,000 each occurrence
\$1,000,000 aggregate

d. Personal Injury, with Employment Exclusion deleted:

\$1,000,000 aggregate

Employment Practices Liability \$1,000,000 aggregate

e. Business Auto Liability (including owned, non-owned and hired vehicles):

- 1) Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence
- 2) Property Damage: \$1,000,000 each occurrence

f. If the General Liability coverages are provided by a Commercial Liability policy, the:

- 1) General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
- 2) Fire Damage Limit shall be not less than \$100,000 on any one fire.
- 3) Medical Expense Limit shall be not less than \$5,000 on any one person.

g. Umbrella Excess Liability:

\$3,000,000 over primary insurance.
\$10,000 retention for self-insured hazards, each occurrence.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. **If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. In addition to the required certificates, copies of policy endorsements indicating the Owner as Additional Insured shall be provided to the Owner.**

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The policy limits shall be not less than \$1,500,000.

§ 11.1.5 The insurance required by subparagraph 11.1.1 shall include an Indemnification clause as respect to General Liability and Worker's Compensation coverages.

§ 11.1.6 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.

§ 11.1.7 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.

§ 11.1.8 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 PROPERTY INSURANCE

§ 11.2.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance (Special Form) in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire work at the site on a replacement cost basis. The Contractor shall be responsible for payment of all deductibles resulting from losses under the coverage provided herein. Such insurance will cover damage to work completed, materials installed and awaiting installation, and all materials in transit for the Project. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until all phases are substantially complete or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is earlier. This insurance shall include interests of the Owner, Architects, Engineers, Architect's consultants, Contractor, Subcontractors and Sub-subcontractors in the Work. The form of policy for this coverage shall be completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto.

§ 11.2.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.2.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.2.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. The testing exclusion shall be removed from this policy.

§ 11.2.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.2.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.2.6 Before an exposure to loss may occur, the Contractor shall file with the Owner through the Architect, two certified copies of the policy or policies providing this Property Insurance Coverage, each containing those endorsements specifically related to the Project.

§ 11.2.7 Owner's Insurance

§ 11.2.7.1 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.

§ 11.3 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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(Paragraph deleted)

§ 11.3.2 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.3 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.4 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if

such objection is made, arbitrators shall be chosen as provided in Paragraph 15.4. The Contractor as fiduciary shall in that case make settlement with insurers or, in accordance with the directions of the arbitrators.

§ 11.3.5 In the event of partial occupancy or use in accordance with Paragraph 9.9, the Contractor shall notify the insurance company and obtain a "Use and Occupancy Waiver" such that the policy will not be invalidated by occupancy.

§ 11.3.6 All insurance policies shall contain a provision stating that coverages afforded under any of the aforesaid insurance policies shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the Owner. On all Certificate forms, the words "endeavor to" and the remaining words beginning with "but failure to" shall be stricken from the cancellation notice provision.

§ 11.3.7 All insurance policies shall be underwritten with responsible insurance carriers with Best's Rating of not less than A and X and otherwise satisfactory to the Owner and licensed to provide insurance in the state in which the project is located. Non-admitted carriers may be considered on an individual basis.

§ 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 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Contractor shall furnish bond or bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State where the construction will take place, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

§ 11.5.1.1 Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Contract Price.

§ 11.5.1.2 The Performance Bond and Payment Bond shall be submitted in the exact form specified in Section 11.4.1.1, above, and with the certificates specified in Section 11.4.1.3, below, and no other modifications or addendum whatsoever shall be allowed.

§ 11.5.1.3 Duly executed, notarized and updated Acknowledgements of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

§ 11.5.1.4 Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

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

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 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 written notice from the Owner or Architect to do so, unless the Owner or Architect has previously given the Contractor a written acceptance of such condition. The Owner or Architect shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner or Architect 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 incomplete or defective Work noted on the Certificate of Substantial Completion shall commence at final payment.

§ 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 except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 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.

§ 13.2.3 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 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.

§ 13.6 TIME LIMITS ON CLAIMS

Accrual dates for Statutes of Limitations are controlled by Illinois Law.

§ 13.8.1 Human Rights Act: To the extent required by law, Contractor shall comply with the terms and procedures of the Illinois Human Rights Act. 775 ILCS 10/0.01 et seq. To the extent required by law Contractor agrees as follows:

§ 13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.9 DRUG FREE WORKPLACE

§ 13.9.1 The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act. 30 ILCS 580.1 et seq.

§ 13.10 SEXUAL HARASSMENT POLICY

§ 13.10.1 The Contractor by submitting its bid certifies that it has a written sexual harassment policy which includes (i) the illegality of sexual harassment; (ii) a definition of sexual harassment (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigate and complaint process through the Illinois Department of Human Rights; (vi) Directions on how to contact the Department and Commission; and (vii) Protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A) (4).

§ 13.11 PREVAILING WAGE ACT

§ 13.11.1 The Contractor shall pay, if applicable, no less than the prevailing rate of wages as established, to all laborers, workers and mechanics in the performance of the Work under this Contract in accordance with "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for Public Works." 820 ILCS 130/1 et seq. Section 00 73 43 Prevailing Wages contain the scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place a site of work.

§ 13.11.2 Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not all the expense of the Owner.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, and upon certification by the Architect/Initial Decision Maker 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 Architect/Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and for proven out-of-pocket loss with respect to materials, equipment, tools, and construction equipment and machinery incurred by reason of such termination, but excluding any fee or profit on any unperformed Work.

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, 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.

§ 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 Architect/Initial Decision Maker with a copy. 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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Architect/Initial Decision Maker.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect/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 Architect/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 arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Architect/Initial Decision Maker for initial decision. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to arbitration 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 Architect/Initial Decision Maker and all affected parties agree, the Architect/Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Architect/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 Architect/Initial Decision Maker is unable to resolve the Claim if the Architect/Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Architect/Initial Decision Maker concludes that, in the Architect/Initial Decision Maker's sole discretion, it would be inappropriate for the Architect/Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Architect/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 Architect/Initial Decision Maker in rendering a decision. The Architect/Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Architect/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 Architect/Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Architect/Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect/Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Architect/Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Architect/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 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 arbitration.

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

§ 15.2.6.1 When a written decision of the Architect/Initial Decision Maker states that (1) the decision is final but subject to arbitration, **as provided for herein**, and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect/Initial Decision Maker renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 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.

(Paragraphs deleted)

§ 15.4 Arbitration

NOTE: All references to "Arbitration" in Section 15.4 shall be considered permissive and not mandatory. The Owner shall, in its sole discretion, have the right and option to enforce any claim it may have against the Contractor, or against any of the Subcontractors, Sub-subcontractors, Suppliers or Vendors of Contractor, through litigation. The Owner shall, in its sole discretion, also have the right and option to refuse to arbitrate any claim brought against Owner by the Contractor, either on Contractor's own behalf, or on behalf of any of the Subcontractors, Sub-subcontractors, Suppliers or Vendors of Contractor, and demand that such claim be pursued through litigation. In the event the Owner exercises its right and option to refuse to arbitrate a claim brought against the Owner, written notice of such refusal shall be given by Owner to the party making the claim and to any tribunal administering the claim at any time up to and including the date when Owner is required by any applicable statute, rule or order to respond to such claim.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim shall be subject to arbitration unless the Owner decides to pursue the claim through litigation 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 in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.

(Paragraph deleted)

SECTION 00 73 43

PREVAILING WAGES

1.01 ILLINOIS DEPARTMENT OF LABOR REQUIREMENTS

- A. This contract constitutes the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Contractor and each subcontractor rendering services under this contract shall comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties, and shall include in Bids the cost for compliance with the Act
- B. The Illinois Department of Labor Prevailing Wages for location of the project are available at the State of Illinois Data Portal website:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>
- C. The Contractor and each subcontractor shall inform themselves of current rates and of changes which may be made from time to time. No additional costs shall be incurred by the Owner as a result of changes in the prevailing wage.
- D. The Contractor and each subcontractor shall comply with all record-keeping requirements of the Illinois Prevailing Wage Act, including, but not limited to, (1) make and keep, for a period of not less than three years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and (2) shall submit monthly a certified payroll in conformance with law, and in the form and manner specified by the Contract Documents, or otherwise as acceptable to the Owner.
- E. The Contractor and each subcontractor shall comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570). All record keeping requirements are the obligation of the Contractor and Subcontractors.
- F. The Contractor and each subcontractor shall indemnify and hold harmless both the Owner, Architect, Construction Manager, and their respective officers, employees and agents, from any and all costs incurred, directly or indirectly, by any of them (the Indemnitees) in responding to or complying with demands made by the Illinois Department of Labor, or an aggrieved employee of the Contractor or subcontractor, or any third party, as a result of any claimed violation of or inquiry regarding these Acts. Any such cost incurred by an Indemnitee may be deducted from the Contract Sum. It is the intention that the Indemnitees shall suffer no time loss or expense in complying with any inquiry made with regard to these Acts.

END OF SECTION 00 73 43

SECTION 01 11 00

SUMMARY OF THE WORK

PART 1: GENERAL

1.01 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Use of premises.
3. Owner's occupancy requirements.
4. Work restrictions.
5. Specification formats and conventions.

1.02 PROJECT IDENTIFICATION

- A. Project Name: Gates Replacement Project, Arlington Heights, Illinois
- B. Owner: Northwest Central Dispatch System
1975 East Davis Street
Arlington Heights, Illinois 60005
- C. Architect: Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, Illinois, 60067
- C. Civil Engineer: MeritCorp Group, LLC
4222 Meridian Parkway, Suite 112
Aurora, Illinois 60504
- D. Electrical Engineer: Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, Illinois, 60067

1.03 SUMMARY OF THE WORK

Briefly and without force and effect upon the Contract Documents, the Work of this single prime Contract can be summarized as follows:

A. Work under this Contract includes:

1. Work as required for installation of security fencing and gates as shown on the Drawings, including but not limited to: site demolition, site preparation, site restoration, site concrete, site paving, concrete footings/foundations, steel security fencing, steel security gates, gate operators and controls, electrical power and low voltage for gates, rough-in for access control system by Owner's separate contractor.
2. Keep Architect fully informed about progress of the work, performance of the work and potential problems.

1.04 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations.
 - 1. Contractor is to visit site and be familiar with existing conditions. Contractor will be required to accept existing conditions on site prior to mobilizing.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Allow for Owner occupancy of Project site and use by the public.
 - 2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 3. Public Streets: Maintain clear of automobile parking, equipment or material storage unless arrangements have been made with the appropriate jurisdiction.
 - 4. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- C. Do not allow construction waste and debris to accumulate; remove debris as it accumulates and, unless specified otherwise, dispose of legally off-site.
- D. Conform to City's noise control regulations, including limited hours of construction operations.

1.05 LAYING OUT WORK

- A. Locate all general reference points. Where dimensions or observed scope of work differ substantially from Drawings, notify Architect for decision.
- B. Lay out Work from the reference points furnished and be responsible for all lines, elevations, and measurements inside workspace. Exercise proper precaution to verify figures shown on Drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.
- C. Hire the services of a locator company to locate all privately owned utilities that may be disturbed by construction operations.
- D. Coordinate utility connections with municipality/utility company in which project is being constructed.

1.06 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy portions of the site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.07 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Division and Sections using the 49-division format and CSI/CSC's "Master Format" numbering system.
 - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 01 11 00

SECTION 01 23 00

ALTERNATES

PART 1: GENERAL

1.01 DESCRIPTION

- A. This Section describes the limits of the requested alternates to the Contract work. Refer to the Product/Execution Articles of the appropriate Specifications and the Drawings for information pertaining to the work of each alternate.
- B. Each proposal under an alternate shall include all incidental work and all adjustments necessary to accommodate the changes. All work shall meet the requirements of the Drawings, Specifications, and appropriate details.
- C. Submit each alternate proposal as an individual cost for the particular alternate and shall be proposed under the premise that no other alternates have been accepted. Should the work of an alternate called for by the Bid Form not affect the cost of the work, state "No Change" in the space provided. If an alternate is left blank, the Owner reserves the right to throw out the entire bid or interpret the alternate as "No Change".
- D. Include taxes which are applicable to work involved in alternates as well as costs, if any, for increased coverage of bonds and insurance.
- E. Any of the alternates may be accepted by Owner and will be used in determining the low bidder.
- F. Owner may, at their option, vary the scope of the work by authorizing alternates which will add to the work, deduct from the work or substitute materials, equipment, or methods.
- G. Each Bidder shall examine the Drawings and Specifications to determine the extent to which their work is affected by bid alternates. Include in the space provided on the bid form the cost of any added or deducted work resulting from each alternate.
- H. Contractor is responsible for providing work if applicable to each alternate, whether or not an added or deducted cost is included on their bid form.

PART 2: EXECUTION

2.01 IMPLEMENTATION

- A. If the Owner elects to proceed on the basis of one or more of the alternates, make all modifications to the Work required in the furnishing and installation of the selected alternate or alternates subject to the approval of the Architect at no additional cost to the Owner except as proposed in the Bid.
- B. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each alternate, and to provide the complete construction required by Contract Documents.
- C. If so stated in the Agreement, or modifications thereto, provide alternate materials, equipment, and/or construction as specified.

2.02 ALTERNATES

A. Alternate No. 1 South Gate

1. Provide cost associated with removals, modifications, and installation of new Work as shown on the drawings at the location of the south gate.

B. Alternate No. 2 Pedestrian Gate

2. Provide cost associated with removals, modifications, and installation of new Work as shown on the drawings at the location of the pedestrian gate.

END OF SECTION 01 23 00

SECTION 01 25 00

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1: GENERAL

1.01 DESCRIPTION

- A. This Section defines procedures to be followed to gain acceptance of products in the Work which are not listed in the individual specification sections. A two step process is required.
- B. Requests for acceptance for bidding purposes of alternative manufacturers is encouraged except where specifically prohibited by this Project Manual.
- C. Submit Prior Approval request via email to mail@woldae.com with the following information in the subject line: Prior Approval 213090 XX XX XX (Specification Section).

1.02 PRODUCT OPTIONS NOT REQUIRING PRE-BID SUBMITTAL

- A. Where a single manufacture is specified and acceptable manufacturer are also listed, acceptable manufacturers must provide an identical product or accept responsibility for all design implications when providing a product other than the specified product.
- B. Where products are specified by reference standards, any product established by a material testing agency to meet these standards is acceptable.
- C. Where multiple manufacturers and associated models are specified, select any one named.
- D. Where manufacturer(s) alone are specified, select any manufacturer and the product recommended in writing by the manufacturer as most suited to the application shown on the Drawings and Specifications.
- E. Where the phrase "or equal" follows the name of a manufacturer, any product which meets the performance and appearance standards established by the specified manufacturer may be selected, subject to the Architect's acceptance.
- F. Where a manufacturer is listed in both a technical specification section and the Interior Material Finish/Color Schedule, on Architectural Drawings and a color is provided.

1.03 PRODUCT SUBSTITUTIONS REQUIRING PRE-BID SUBMITTALS

- A. Step One - Manufacturers Acceptance
 - 1. Individual specification sections may be amended by the Architect during the bid period to include additional names of manufacturers determined to be capable of providing acceptable materials.
 - 2. To propose the names of specific manufacturers, submit, or arrange for suppliers to submit, written requests to Architect or appropriate Architect's Consultant. Requests received ten (10) calendar days prior to bid date will be considered.
 - a. Provide sufficient review data. Include specified manufacturer's model numbers and proposed manufacturer's product literature, noting product numbers for proposed substitutions, and where appropriate, samples and data relating to construction details. If the product is not identical to specified product, submit letter stating proposed manufacturer will custom make products to meet specified product.

- b. Architect's acceptance is based upon his determination that a manufacturer is capable of supplying acceptable materials. Approval is not assured or implied for a specific material, item of equipment, color or finish.
- c. Official notification will be by addendum to the Contract Documents. However, in addition, if letters of request are delivered in duplicate with accompanying stamped self addressed envelopes, copies may be returned with Architect's decision in advance.

B. Step Two - Product Acceptance

- 1. Upon award of a construction contract, accepted manufacturers may submit for review to the Architect through the General Contractor or Construction Manager, specific products, materials or equipment items as substitutes for those specified. Contractor to provide letter stating they will reimburse Architect to review substitutions.
- 2. Architect will review substitute products for performance, appearance, color, finish, size and suitability for inclusion in the work. If a substitute product is not accepted, submit another product by the same or other accepted manufacturer or provide the specified product.
- 3. Match specified colors and dimensions exactly, whether or not they are standard with the substitute product, unless a minor variation is accepted by the Architect.
- 4. If a substitute product is accepted, coordinate any necessary changes in other related work and pay for these changes. Pay cost of architectural or engineering services, if any, required to incorporate substitute products in the Work.

1.04 SUBSTITUTIONS BY CHANGE ORDER

- A. A substitution for a specified product may be permitted by "change order" at no additional cost to the Owner if product proposed is determined to be equivalent in performance and suitability, and if at least one of the following conditions apply:
 - 1. Owner is given a credit for the work.
 - 2. Product is of superior quality than product specified.
 - 3. Product color or finish selection is preferable.
 - 4. Products specified and upon which building is designed have been discontinued by manufacturer.
- B. Provide Architect, through Owner, reasonable compensation for product evaluation.

END OF SECTION 01 25 00

SECTION 01 26 63

CHANGE ORDERS

1.01 CHANGE ORDER PROCEDURES

- A. Changes in the Project scope of work affecting the project cost can be made only through AIA Document G701 - Change Order.
- B. The procedures for processing changes in the scope of Work are listed as follows:
 - 1. The Architect prepares one of the following documents to modify the scope of work. Documents and attachments revising the drawings and specifications will be distributed electronically and the Contractor will be responsible for printing.
 - a. Supplemental Instructions (SI) which are used for no cost changes.
 - b. Proposal Request (PR) to be used for proposed changes that need written approval on cost prior to proceeding.
 - c. Construction Change Directive AIA Document G714 (CCD) which is used when the work must proceed immediately and time and material cost submitted as soon as possible for review by the Architect.
 - 2. The Contractor reviews and responds as follows:
 - a. Supplemental Instructions (SI): This no cost change is to be carried out in accordance with the following modifications to the contract documents described herein. If this change effects cost, do not proceed with this change. Notify the Architect in writing within 10 days of receipt that an itemized (labor and material) quotation will be submitted within 21 days of initial receipt of this Supplemental Instruction. If a cost is not submitted within 21 days, this Supplemental Instruction will be accepted at no additional cost.
 - b. Proposal Request (PR): Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change.
 - c. Construction Change Directive AIA Document G714 (CCD): Proceed immediately to carry out this change in the contract documents as described herein. If this revision effects cost, submit an itemized (labor and material) quotation within 21 days of receipt. If a cost is not submitted within 21 days this Change Directive will be accepted at no additional cost.
 - 3. The Architect will review the Contractor's labor and material itemized quotation and respond in writing whether it is acceptable or needs revision. When all pricing is accepted by the Architect and Owner, a Change Order will be processed. Change Orders will be processed at increments determined by the Architect throughout the construction schedule.
- C. See General Conditions and Supplementary Conditions of the Work for methods of determining cost or credit, mark-up and schedule on submitting claims.

END OF SECTION 01 26 63

SECTION 01 32 00

CONSTRUCTION SCHEDULING

PART 1: GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction (CPM) Schedule.
 2. Shop Drawing Submittals Schedule
 3. CPM Reports

1.02 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
1. Float time is for the exclusive use or benefit of the Contractor to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.03 SUBMITTALS

- A. Submittals Schedule: Submit six copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval. (Assume 15 working day turnaround.)
 - 7. Identify submittals that effect critical path.
- B. Contractor's Construction (CPM) Schedule: Submit two printed copies of initial schedule large enough to show entire schedule for entire construction period.
- C. CPM Reports: Concurrent with CPM schedule, submit three printed copies of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, early start date, early finish date, late start date, late finish date, and total float.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

1.04 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to review methods and procedures related to the Contractor's Construction (CPM) Schedule, including, but not limited to, the following:
 - 1. Discuss constraints, including phasing, work stages, area separations, interim milestones and partial Owner occupancy.
 - 2. Review delivery dates for Owner-furnished products.
 - 3. Review schedule for work of Owner's separate contracts.
 - 4. Review time required for review of submittals and resubmittals.
 - 5. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 6. Review time required for completion and startup procedures.
 - 7. Review and finalize list of construction activities to be included in schedule.
 - 8. Review submittal requirements and procedures.
 - 9. Review procedures for updating schedule.

1.05 COORDINATION

- A. Coordinate requirements in this Article with "Submittals Schedule" Article in Part 2. If a submittal review sequence policy governs, revise this Article to comply with requirements. See Evaluations for discussion on submittal review sequence policies.

PART 2: PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates. Identify items that affect critical path.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using CPM (critical path method) format.

- B. Preliminary Network Diagram: Submit diagram within 14 days from the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted prior to first pay request.
 - 2. Establish procedures for monitoring monthly and updating CPM schedule if work is not on schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 3. Use "one workday" as the unit of time. Activities should not be shorter than 2 work days or longer than 10 work days for projects with a construction period over 6 months and/or longer than 5 work days for projects with a construction period under 6 months.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Purchase of materials.
 - c. Delivery.
 - d. Fabrication.
 - e. Installation.
 - 2. Processing: Process data to produce output data or a computer-drawn, logic network diagram. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

PART 3: EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating:
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 33 00

SUBMITTALS

PART 1: GENERAL

1.01 DESCRIPTION

- A. This Section defines procedures for the following submittals required by the Contract Documents.
- B. Provide submittals as noted in each Section.
- C. Allow for two weeks review of submittals to avoid delay of Work.
- D. Include with submittal preparation, field verifications of measurements, field construction criteria, verification of catalog numbers and similar data, and coordination of Work requirements and Contract Documents.
- E. Submit all color samples within 45 days of contract award for Architect's use in color selections. The Architect will not start the color schedule until all samples are received.

PART 2: REQUIRED SUBMITTALS

2.01 SHOP DRAWINGS AND SAMPLES

- A. Submit shop drawings in accordance with Article 3 of the General Conditions and the following.
- B. Prepare clearly identified shop drawings or schedules to this specific project, containing only data applicable. Include with the shop drawings or schedules a letter of transmittal listing and dating the submitted drawings in sets.
- C. Contractor to review all submittals prior to submittal to Architect, and indicate such review with a stamp and signature. Review submittals for conformance to Drawings, Specifications, coordination with other trades and adjacent construction and verification of field dimensions. Failure of Contractor to adequately review submittals shall be cause for rejection.
- D. Prepare and submit electronically (with exception for color charts and samples) to Architect for review, all shop drawings and manufacturers catalog sheets showing illustrated cuts of items to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, weights and arrangements. Each submittal to include a transmittal on contractor letterhead. Submittal to be in the form of one combined PDF, professionally assembled so all documents are facing the same way.
- E. Reproduction or exact replication of contract documents are not an acceptable form of shop drawings. Contractor is to generate shop drawings based on the information identified in the contract documents and notify the architect of discrepancies in the documents.
- F. The Architect will take one of the following actions on submittals:
 - 1. "Reviewed": Contractor shall proceed with ordering and/or fabrication.
 - 2. "Review Comments": Contractor shall proceed with ordering and/or fabrication after taking into account noted comments.
 - 3. "Rejected": Contractor shall provide a submittal that meets the intent of the specifications.
 - 4. "Revise and Resubmit": Contractor shall modify submittal to address comments and resubmit.

- G. If equipment other than that used in the design of this project is proposed to be used, the Contractor and/or supplier shall verify electrical differences, dimension variations and weight increases. The Contractor shall be responsible for any extra costs incurred as a result of equipment substitutions.
- H. Information submittals and submittals that are not required shall be for Architects' and Engineers' use and be available for the design team's review at the jobsite. Quantity of submittals will be the same for Architect as noted under shop drawings. These submittals will not be reviewed, stamped or returned to the Contractor.
- I. Unless otherwise specified, submit to the Architect's office samples of size, and nature representing typical qualities. Where required, submit a sufficient number of samples to demonstrate the complete range of variations of the material or quality. Written acceptance of the Architect is required prior to ordering any item for which samples are required.
- J. Submit samples to Architect's office, securely packaged, with the name of the Project clearly indicated on the package exterior. Each physical sample shall have a label or tag, firmly attached to the sample, bearing the following information: (a) Name of Project, (b) Name of Supplier, (c) Name of Contractor, and (d) Product information such as manufacturer's designation, finish, type, class, grade, etc. as is appropriate. The Architect will retain one copy of each sample.

2.02 LIST OF MATERIALS

- A. Within 7 days after the award of the Contract (notice to proceed or letter of intent), submit 4 copies of a complete list of all material, products, and equipment proposed to be used in construction to the Architect for acceptance. Do not order materials until the proposed listed materials, products and equipment to be used in construction are accepted by the Architect.
- B. Where two or more makes or kinds of items are named in the specifications (or additional names are called for in addenda), the Contractor shall state which particular make or kind of each item they proposes to provide. If the Contractor fails to state a preference, the Owner shall have the right to select any of the makes or kinds named without change in price.
- C. This list shall be arranged generally in order of specification sections. The items listed shall fully conform to project requirements and specifications. All materials are subject to the Architect's acceptance. After acceptance, changes or substitutions will not be permitted.
- D. Clearly identify or list the material, product or equipment by manufacturer and brand by listing the names for all items, including those where only one material or product is specified. Each and every material, product and equipment shall be specifically named, not listed "as specified".

2.03 LIST OF SUBCONTRACTORS

- A. Refer to the General Conditions of the Contract for Construction.
- B. Propose use of subcontractors or sub-subcontractors who are established, reputable firms of recognized standing with a record of successful and satisfactory past performance. Include the following information: specification section, item of work, subcontractor or supplier, material/manufacturer (as specified will not be allowed), project manager, phone and facsimile numbers. List major sub-subcontractors for mechanical and electrical work. Use only those subcontractors (and sub-sub-contractors, when appropriate) who are acceptable to the Architect and Owner on the Work.
- C. **Prior to contract award, submit electronically a signed and notarized MN Responsible Contractor Compliance Affidavit for each subcontractor as outlined in General Conditions of the Contract for Construction. Changes to subcontractors during the project will require resubmittal of MN Responsible Contractor Compliance Affidavit.**

2.04 SCHEDULE OF VALUES

A. Requirements

1. Submit separate Schedule of Values for each building or phase to Architect ten (10) days prior to first Application For Payment (AIA Form G702, G702a).
2. Use Schedule of Values only as basis for Contractor's Application For Payment.

B. Form of Submittal

1. Base format on Sections listed in Section 00 01 10 Table of Contents, as well as, the Mechanical and Electrical Table of Contents. Break down labor and material separately.
2. Provide a separate line item on the schedule of values for coordination drawings as defined in Division 23 Specification Section 23 05 00 "Common Work Results for HVAC".
3. Round off amounts to nearest ten dollars.

2.05 PROGRESS SCHEDULE

- ### **A.**
1. Refer to the General Conditions of the Contract for Construction and Section 01 32 00 Construction Scheduling for submittal requirements.

END OF SECTION 01 33 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1: GENERAL

1.01 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Support facilities include, but are not limited to, the following:
 - 1. Housekeeping and waste disposal facilities.
 - 2. Construction aids and miscellaneous services and facilities.
 - 3. Temporary heating, cooling, and ventilation.
 - 4. Temporary power and lighting.
- C. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Stormwater control.
 - 3. Tree and plant protection.
 - 4. Pest control.
 - 5. Site enclosure fence.
 - 6. Security enclosure and lockup.
 - 7. Barricades, warning signs, and lights.
 - 8. Temporary enclosures.
 - 9. Temporary partitions.
 - 10. Fire protection.

1.02 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather-tight; exterior walls are insulated and weather-tight; and all openings are closed with permanent construction or substantial temporary closures.

1.03 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. Occupants of Project.
 - 2. Architect.
 - 3. Testing agencies.
 - 4. Personnel of authorities having jurisdiction.
- B. Water Service: Use water from Owner's existing water system without metering and without payment of use charges.
 - 1. Pay for pumps, pipe, hoses, and backflow preventors as required to distribute water.
- C. Electric Power Service: Use electric power from Owner's existing system without metering and without payment of use charges.

PART 2: PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials or undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Carpentry."

2.02 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.

PART 3: EXECUTION

3.01 INSTALLATION, GENERAL

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

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Coordinate with appropriate local utility company to install temporary service if required.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - a. Pay for utility charges.
- B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve Project site.
 - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
 - 3. Provide pumps if required due to low static pressure on-site. Equip pumps with surge and storage tanks and automatic controls to supply water uniformly at reasonable pressures.
 - 4. Provide backflow prevention devices to protect Owner's water system.

- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel as required by government jurisdictions.
 - 3. Toilets: Use of Owner's existing toilet facilities (as designated by Owner's representative) will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 4. Provide all necessary items and procedures to meet guidelines as recommended by the Center for Disease Control and Prevention (CDC) and the State's Health Department.
- D. Telephone/Computer Service:
 - 1. Provide a computer with internet service in each field office.
 - 2. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section for progress cleaning requirements.
 - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
 - 2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
- C. Housekeeping
 - 1. Do not allow debris to accumulate on-site or within the building work areas. The contractor shall implement and provide the following cleaning services:
 - a. Debris shall be removed from the construction site and police exterior project site area on a weekly basis at a minimum to clean-up any wind-blown or excess construction materials or debris and dispose of in construction dumpsters to maintain a clean project site.

- b. Debris shall be removed from interior of the buildings on a daily basis and disposed of in construction dumpsters.
- c. Lower waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- d. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- e. Once floor slabs are in place, walk-off mats shall be provided at all exterior entrances that are utilized by the workers. Mats shall be cleaned on a daily basis and change out mats on a monthly basis.
- f. Areas without final floor finish in place shall be cleaned of debris and swept on a daily basis.
- g. Areas that workers have access to with final floor finish in place shall be vacuumed on a daily basis. Carpeted major circulation paths shall be covered with poly film guard. Replace poly film guard when it develops holes or tears as they occur. Poly film guard to be replaced if left in place over 45 days. Horizontal and vertical surfaces shall be wiped down as construction dust has accumulated.
- h. Where Contractor has periodic access to ancillary spaces occupied by Owner, thoroughly clean after each use, so as to not disrupt Owner's ongoing operations.
- i. Failure to maintain a clean construction area may result in the Owner cleaning the site and back-charging the Contractor.
- j. Remove waste materials, rubbish and debris from the site and legally dispose of at public or private dumping areas off the Owner's property.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.

3.05 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 73 29
CUTTING AND PATCHING

PART 1: GENERAL

1.01 DESCRIPTION

- A. Execute cutting, fitting or patching of Work, required to:
 - 1. Make several parts fit properly.
 - 2. Uncover Work to provide for installation of ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 5. Install specified Work in existing construction.
 - 6. Provide finished surfaces (to match adjacent existing surfaces) to fill in voids caused by removal or replacement of materials.
- B. Pay for costs caused by ill-timed or defective Work, or Work not conforming to Contract Documents, including costs for additional services of Architect/Engineer.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Replacement of Work Removed: Comply with specifications for type of Work to be done.
- B. Placement of Work to fill Voids caused by Removal: Comply with latest industry standards for type of Work to be done.

PART 3: EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Work, including elements subject to movement or damage during:
 - 1. Cutting and patching.
- B. After uncovering Work, inspect conditions affecting installation of new products.

3.02 PREPARATION PRIOR TO CUTTING

- A. Provide shoring, bracing and support as required to maintain structural integrity of Project.
- B. Provide protection for other portions of Project.
- C. Provide protection from elements.

3.03 PERFORMANCE

- A. Neatly cut or demolish along straight, true, square lines.
- B. Execute cutting and demolition by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.
- C. Restore Work which has been cut or removed; install new products to provide complete Work in accordance with requirements of Contract Documents.
- D. Refinish entire surfaces as necessary to provide an even finish.
 - 1. Continuous Surfaces: To nearest intersections.
 - 2. Assembly: Entire refinishing.

END OF SECTION 01 73 29

SECTION 01 77 00

PROJECT CLOSEOUT

PART 1 GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Refer to the General Conditions of the Contract for Construction.
- B. When the Project is determined by the Architect to be sufficiently complete to permit utilization for the intended use, the Architect will issue a Certificate of Substantial Completion.
- C. To receive the Certificate of Substantial Completion, perform the following:
 - 1. Submit to the Architect a notice declaring that work is believed to be substantially complete.
 - 2. Submit a list of work items that remain to be completed or corrected and the date this work will be accomplished.
- D. Architect will visit the project to evaluate the request for issuance of a Certificate of Substantial Completion.
 - 1. If the Architect concurs that the Project is substantially complete, the Architect will deliver a Certificate of Substantial Completion and a list of work items necessary for completion or correction prior to request for inspection for final completion.
 - 2. If the Architect determines that the work is not substantially complete, the Architect will deliver to the Contractor a written statement including reasons.
 - 3. Complete work on the items required by the Architect for achieving substantial completion and make additional written requests for issuance of a Certificate of Substantial Completion until the Architect determines that sufficient Work has been performed.

1.02 FINAL INSPECTION

- A. When the Work is considered complete, submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed and inspected by the Contractor for compliance with Contract Documents and is ready for final inspection.
 - 3. Building Permit Final has been submitted.
- B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Architect consider that the Work is incomplete or defective:
 - 1. Architect will notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the Work is complete.
 - 3. Architect will reinspect the Work.

- D. When the Architect finds that the Work is acceptable under the Contract Documents, they will request preparation of closeout submittals.

1.03 REINSPECTION FEES

- A. Should Architect perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
1. Owner will compensate Architect for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment.

1.04 CLOSEOUT SUBMITTALS TO ARCHITECT

- A. When the Architect has determined that the Construction Work is acceptable under the Contract Documents and the Contract fully performed, prepare and submit final Application for Payment to the Architect together with one original and one copy of the following:
1. A letter recommending acceptance of the Project and indicating all punch list items are complete.
 2. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706, with bonds for any exceptions.
 3. Consent of Surety to Final Payment on Consent of Surety Company to Final Payment, AIA Document G707.
 4. Contractors Affidavit of Release of Liens, AIA Document G706A.
 5. Project Record Documents, if required.
 6. Warranties and Bonds.

1.05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Architect.
- B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Allowances
 - c. Unit Prices
 - d. Deductions for uncorrected Work
 - e. Penalties and Bonuses
 - f. Deductions for liquidated damages
 - g. Deductions for reinspection payments and costs incurred by Architect or Architect's Consultants if project is not closed out within sixty (60) days of Substantial Completion.
 - h. Other adjustments

3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. Architect will prepare a final Change Order, reflecting approved adjustments to the Contract Sums which were not previously made by Change Orders.

1.06 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION 01 77 00

SECTION 01 78 23

OPERATING, MAINTENANCE AND WARRANTY DATA

1.01 GENERAL

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Prepare operating, maintenance and warranty data as specified in this Section and as referenced in other pertinent section of Project Manual.
- C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.02 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel with the following qualifications:
 - 1. Trained and experienced in maintenance and operation of the described products.
 - 2. Completely familiar with requirements of this Section.
 - 3. Skilled as a technical writer to the extent required to communicate essential data.
 - 4. Skilled as a draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by the Owner's personnel.
- B. Format shall conform to the following:
 - 1. Size: 8½" x 11".
 - 2. Paper: 20 pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to the size of the text pages.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING, MAINTENANCE AND WARRANTY INSTRUCTIONS". List:
 - a. Title of Project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.

C. Binders

1. Commercial quality three-ring binders with durable and cleanable plastic cover.
2. Maximum ring size: 2 inch.
3. When multiple binders are used, correlate the data into related consistent groupings.

D. Digital Format: Submit one PDF copy of the O&M Manual on a DVD Disk.

1.04 CONTENT OF MANUAL

A. Arrange neatly typewritten table of contents for each volume, in the following systematic order.

1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to the content of volume.
3. List, with each product, the name, address and telephone number of:
 - a. Contractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify the area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 - e. Include warranty information as specified.
4. Identify each product by product name and other identifying symbols such as set in Contract Documents.

B. Product Data

1. Include only those sheets which are pertinent to the specific product.
2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.

C. Content, for moisture-protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.
 - a. Applicable standards
 - b. Chemical composition
 - c. Details of installation
2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: The respective section of the Project Manual.

1.05 SUBMITTAL SCHEDULE

- A. Submit one copy of completed data in final form within thirty days of substantial completion. Copy will be returned with comments.
- B. Submit two copies of approved data in final form ten (10) days after comments are received.

END OF SECTION 01 78 23

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1: GENERAL

1.01 SUMMARY

- A. This Section requires the selective removal of the following:
 - 1. Portions of existing building components indicated on drawings and as required, to be removed and disposed of off site, to accommodate new construction.
 - 2. Removal and protection of existing fixtures, materials, and equipment items indicated "salvage."
- B. Related work specified elsewhere:
 - 1. Remodeling construction work and patching are included within the respective sections of specifications.

1.02 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00:
 - 1. Schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative/Construction Manager for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control.
 - 2. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 3. Coordinate with Owner's continuing occupation of portions of existing building and with Owner's partial occupancy of completed new construction areas.
 - 4. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative/Construction Manager prior to start of work.
 - 5. Product data and Material Safety Data Sheets for any hazardous, highly odoriferous, or high volatile materials to be used, along with procedure and safeguards to be followed during the use of each.

1.03 JOB CONDITIONS

- A. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner's Representative of demolition activities that will affect Owner's normal operations.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.

- C. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
1. Storage or sale of removed items on site will not be permitted.
- D. Protection: Provide temporary barricades and other forms of protection to protect Owner's personnel, students and general public from injury due to selective demolition work.
1. Coordinate protective measures with those to be performed or constructed for asbestos abatement work. Avoid duplication of work where practical.
 2. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of building.
 3. Erect temporary covered passageways as required by authorities having jurisdiction.
 4. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 5. Protect from damage existing finish work that is to remain in place and which becomes exposed during demolition operations.
 6. Protect floors with suitable coverings when necessary.
 7. Construct temporary insulated dustproof partitions where required to separate areas where noisy, dirty or dusty operations are performed. Construct partitions out of metal stud, poly and gypsum board and provide dustproof doors and security locks.
 8. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, flame cutting will not be allowed. Maintain portable fire suppression devices during flame-cutting operations.
- H. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
1. Do not interrupt utilities serving occupied or used facilities or spaces, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner.
 2. Maintain fire protection services during selective demolition operations.
 3. Maintain HVAC functions in occupied spaces, in so far as possible. Provide temporary heating and ventilation as required to maintain acceptable working conditions. Do not interrupt functions to occupied spaces, except as shown on the demolition plans or when authorized in writing by the Owner.

- I. Environmental Controls: Use temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution, or damage to finishes or occupied spaces.
- J. Do not use highly odoriferous, hazardous or highly volatile chemicals during demolition without the approval of the Owner. Provide appropriate safeguards during the use of such approved materials.
- K. Lead Containing Materials: The existing building may contain lead-containing materials, including lead paint. It is the Contractor's responsibility to meet all governmental regulations when dealing with and disposing of lead containing materials.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION

3.01 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
 - 1. Cease operations and notify Architect immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
 - 2. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
 - 3. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
 - a. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 3-5/8" metal studs, 5/8-inch drywall (joints taped) on occupied side, 1/2-inch fire-retardant plywood on demolition side. Fill partition cavity with insulation. Provide lockable dustproof doors.
 - b. Provide similar weatherproof closures for exterior openings resulting from or immediately adjacent to demolition work.
 - 4. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.
 - 5. Asbestos containing materials shall be removed only by a licensed asbestos abatement contractor. In the event that asbestos containing materials are encountered during the demolition process, implement the following procedures:
 - a. If the materials are not disturbed, stop work in the immediate area and notify the Owner/Construction Manager who will arrange for abatement of the material.

- b. If the material has been disturbed by demolition operation, or is otherwise loose or damaged, evacuate the immediate area and restrict access to all personnel. Shut off or isolate HVAC to the area. Notify the Owner/Construction Manager and do not re-enter space until abatement is complete and permission has been received.
- c. Rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.02 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 - 1. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools.
 - 2. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
 - 3. Completely fill below-grade areas and voids resulting from demolition work. Use compacted backfill as specified in Section 31 00 00.
 - 4. Provide for effective air and water pollution controls as required by local authorities having jurisdiction.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extend of the conflict. Submit report to Architect in written, accurate detail. Pending receipt of directive from Architect, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- C. Prior to any floor slab cutting and removal, contractor to identify any and all underground mechanical and electrical items by means such as, but not limited to: X-ray, ground penetrating radar, tracing, etc. Any damage will be replaced at expense of Contractor. Contractor must give General Contractor or Construction Manager 48 hour notice prior to any floor slab cutting.
- D. If carpet to be removed is glue applied over vinyl asbestos tile. Use power carpet stripper or other device known to remove carpet with minimal damage to or loosening of, underlying tile.
- E. Leave all surfaces and work ready and acceptable to the next trade. Use only materials and techniques that are acceptable to subsequent trades to remove materials from surfaces to remain.
 - 1. Remove adhesive and other materials where wall and floor coverings are removed.
 - 2. Patch or repair demolition in excess of that shown on drawings.

3.03 SALVAGED MATERIALS

- A. Salvaged Items: Where indicated on Drawings as "Salvage", carefully remove indicated items, clean and store.
 - 1. Furniture/building contents, not scheduled for reuse, remain property of Owner. Notify Architect if such items are encountered and obtain approval regarding method of removal and salvage for the Owner.
 - 2. Store salvaged items to be reused off the ground in a clean, dry location, away from uncured concrete or masonry. Cover with waterproof material in a manner that permits air circulation within covering.
 - 3. For items to be reused, inventory, label with previous location and new location.

3.04 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose of off site.
 - 1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
 - 2. Burning of removed materials is not permitted on project site.

3.05 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
 - 2. Remove protection when no longer required by demolition and remodeling work.

END OF SECTION 02 41 19

SECTION 03 30 13
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Providing all items, articles and materials listed, mentioned, or scheduled on the Drawings or herein, including all labor, materials, equipment, and incidentals necessary and required for the installation of all cast-in-place concrete indicated on the Drawings or specified herein.
- B. In general, the Work involves the following:
 - 1. Slabs on grade.
 - 2. Concrete fill for masonry lintels, bond beams and cores.
 - 3. Concrete pads and curbs for mechanical and other equipment.
- C. Products furnished under other Sections and installed by this Section:
 - 1. Anchor bolts, setting plates and inserts.
 - 2. Pipe Sleeves
 - 3. Embedded steel and miscellaneous metal items.

1.02 SUBMITTALS

- A. Submittal the following in accordance with Section 01300:
 - 1. Concrete mix designs for each mix used. Include field test data to support mix proportions on request.
 - 2. Product data for admixtures, curing materials and compounds, joint fillers, vapor retarders and non-shrink grout.

1.03 QUALITY ASSURANCE

- A. Work shall conform to the following:
 - 1. ACI 315
 - 2. ACI 318
 - 3. ACI 301 except as modified by the requirements of this Section.
 - 4. ACI 347R.
- B. Maintain a copy of ACI 301 at project site.
- C. Contractor is responsible for dimensions that shall be confirmed and correlated at the job site.
- D. Contractor is responsible for the fabrication processes, techniques of construction, coordination of his work with that of all other trades, and the satisfactory performance of his work.

1.04 MATERIAL DELIVERY, HANDLING, AND STORAGE

- A. Concrete and Accessories
 - 1. Furnish delivery tickets with each load of concrete delivered to the Project. Information on each ticket shall be as required by ASTM C94 and shall also include: type of concrete (mix number); weights of all ingredients; maximum aggregate size; type, brand, an amount of admixtures; total water in the batch; maximum amount of water that can be added at the site without exceeding design mix proportions; amount of water added at site and initials of person adding water. Retain tickets until substantial completion unless directed otherwise.

PART 2 PRODUCTS

2.01 MATERIALS

A. Formwork

1. Form Material: As given in Chapters 2 and 6 of ACI 301. Do not use aluminum materials in contact with the concrete.
2. Form Release Agent shall be manufactured for the type of form material used; prevent adhesion of concrete to form material, staining of concrete or injury to exposed concrete surfaces; and be compatible with finish material applied to the concrete.

B. Reinforcement (Contractor option):

1. Welded Wire Fabric: ASTM A185.
2. Synthetic Micro Fiber Reinforcing: 100% virgin polyolefin (polypropylene or polyethylene), fibrillated, graded or minimum $\frac{3}{4}$ " uniform length, ICC approved, ASTM C1116, Type III. Fibermesh 300: Propex Concrete Systems, Grace Fibers: W.R. Grace, Ultra-Net: Forta Fibers, or equal.

C. Cementitious materials

1. Cement: ASTM C150, Type I.
2. Fly Ash: ASTM C618, Class C or Class F.
3. Use only one type and brand of Portland cement for all exposed concrete. Architect's permission is required to change brands.

D. Concrete Aggregates:

1. Fine and coarse aggregates for normal weight structural and non-structural concrete: ASTM C33, well graded with not more than 18% and not less than 8% retained on an individual sieve, except:
 - a. Less than 8% may be retained on the coarsest sieve and the No. 50 sieve, and
 - b. Less than 8% shall be retained on sieves finer than No. 50.
 - c. The above gradation limits are required for walls and slabs on grade only.
2. Provide maximum size specified in mix design schedule.

E. Water: Clean and free from deleterious amounts of acids, alkalis or organic materials.

F. Admixtures:

1. Air Entraining Admixture: ASTM C260.
2. Water Reducing Admixtures: ASTM C494, Type A and free from chlorides and added lignin.
3. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C494, Type F or G, free from chlorides and added lignin.
4. Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than .05% chloride ions.
5. Do not use accelerating or retarding admixtures without written approval of the Architect.

2.02 ACCESSORIES

A. Curing Materials:

1. Interior Curing Compounds: ASTM C309, Type 1-D, compatible with other surface treatments.
2. Acrylic Curing and Sealing Compound: ASTM C309, Type 1, VOC compliant, 18% minimum solids.

3. Moisture-cover curing materials: ASTM C171, curing paper, white polyethylene film at temperatures above 60°F, black polyethylene film at temperatures below 80°F.
 4. Curing compounds shall not have any adverse affect on finishes, traffic topping or sealers. Coordinate with the finish, traffic topping or sealer manufacturer and receive written confirmation before applying.
- B. Expansion Joint and Isolation Joint Filler: Preformed, resilient, non-extruding asphalt impregnated cane fiber, ASTM D1751.
- C. Grout for bearing plates for steel beams and columns bearing on concrete and masonry: ASTM C1107, non-metallic, Grade B. Conformance to ASTM C1107 shall occur with a minimum temperature range of 45°F to 90°F, a fluid consistency, and a minimum 30 minute working time.
- D. Self-leveling Cement based Underlayment: BASF/Sonneborn: Sonoflow; BASF/Thoro: Underlayment – self-leveling; BASF/Master Builders: Master Top 110 Plus Underlayment; Ardex: K-15; L&M Construction Chemicals: Levelex Euclid Chemical Company: FLo-Top or Super FLo-Top; ProSpec/Bonsal American Inc.: Level Set 300.

2.03 MIXES

- A. Submit concrete mix design for each type of concrete at least 14 days prior to the proposed start of placement. Mix designs must be reviewed prior to pouring concrete. Review is for conformance with specification requirements only. Contractor is responsible for performance.
- B. Concrete shall conform to the requirements of ASTM C94 (Option A) unless other requirements of this project specification are more stringent. Establish mix proportions according to the procedure in ACI 301.
- C. Provide concrete with workability such that it will fill the forms, without voids or honeycombs, when properly vibrated, without permitting materials to separate or excess water to collect on the surface.
- D. Provide mixes meeting the following minimum requirements:

Use	28-Day Compressive Strength (Min.)	Maximum Aggregate Size	Air Content (ASTM C231)	Maximum Water Cement Ratio	Maximum Chloride Ion Content %
Exterior Concrete, Garage Floors	5,000 psi	3/4" Class 4S	4½% - 7½%	0.40	0.15
Slabs on Grade	4,000 psi	3/4" Class 2S	----	0.45	1.00
Masonry Core Fill, Bond Beams, Lintels, Pilasters	3,000 psi	3/8" Class 1S	----	0.60	1.00

- E. Slump at point of discharge shall not exceed 6" for concrete without superplasticizer and 8" for concrete with superplasticizer.
- F. Substitution of fly ash for Portland cement shall not exceed 30% by weight of cement for footings and 25% by weight of cement for other concrete.
- G. Exterior concrete includes: exterior sidewalks, aprons and slabs; semi-exterior slabs at overhead doors, loading docks, etc.; exterior walls, etc.

PART 3 EXECUTION

3.01 PREPARATION

- A. Establish a bench mark in an accessible location and use as a reference point for various construction levels. Maintain in an undisturbed condition until final completion.

- B. Do not embed pipes other than non-aluminum electrical conduit or snow melting pipes in any structural concrete. Maximum total dimension of pipes embedded in concrete beams and columns shall not exceed 15% of least section dimension.
- C. Slabs on Grade:
 - 1. Verify subgrade compaction tests have been performed and are accepted.
 - 2. Verify subgrade is level and within acceptable tolerances.
 - 3. Vapor Barrier Placement:
 - a. Installation shall be in accordance with manufacturer's instructions and ASTM E 643-04.
 - 1) Unroll vapor barrier with longest dimension parallel with the direction of the pour.
 - 2) Lap over footings and seal to foundation walls with vapor proofing mastic.
 - 3) Overlap joints 6 inches and seal with manufacturers tape.
 - 4) Seal all penetrations (including but not limited to pipes, conduits, steel columns) with pipe boots or per manufacturer's instructions. No unsealed penetrations will be allowed.
 - 5) Repair damaged areas by applying patches of vapor barrier, overlapping damaged area 6" inches and taping all four sides with tape.
 - 6) Secure to walls and seal multiple penetrations per details.
 - 4. Verify subgrade is substantially dry with no freestanding water, muddy spots, or soft spots and is free from snow or ice.
 - 5. Verify completion of all underfloor mechanical and electrical work.
 - 6. Provide 3 inch minimum cover bottom and 3 inch minimum cover sides at electrical conduits and other embedded items.

3.02 FORMWORK ERECTION AND INSTALLATION

- A. Provide forms for all concrete work. Construct forms to slopes, lines and dimensions shown, plumb and straight and sufficiently tight to prevent leakage.
- B. Securely brace and shore forms to prevent displacement and to safely support construction loads.
- C. Lay out all work and check general building lines and levels established. Coordinate layout and measurements and if discrepancies arise, report them to the Architect.
- D. Keep wood forms wet as necessary to prevent shrinkage.
- E. Thoroughly clean all forms of debris immediately before concrete is placed.
- F. Inserts, Embedded Part And Openings
 - 1. Build in sleeves, thimbles and other items furnished or set in place by other trades. Accurately position and support these items. Fill voids with a readily removable material to prevent entry of concrete into voids.

3.03 INSTALLATION – REINFORCEMENT

- A. Lap wire mesh in slabs on grade so that full, uncut squares of mesh of both sheets lap each other at least 1-1/2 times or 6", whichever is greater unless using synthetic micro fiber reinforcing.

3.04 JOINTS

- A. Locate slab on grade construction and control joints as given on Drawings and submit drawings showing proposed locations. Cut joints as soon as concrete has hardened sufficiently to prevent aggregate dislodgement. Cut to a depth of one-fourth the slab thickness or as shown on the drawings. Complete sawing within 12 hours of placement.
- B. Where new concrete is to be placed against concrete that has set, roughen and clean the existing surfaces. Thoroughly wet the existing surfaces and slush with a neat cement grout immediately before placing new concrete.

3.05 CONCRETE MIXING

- A. Use cooled or heated water in accordance with ACI 306 and 305.
- B. Air-entraining and chemical admixtures, if approved, shall be charged into mixer as a solution and dispensed by an automatic dispenser or similar metering device. Powdered admixtures shall be weighted or measured by volume as recommended by the manufacturer. Superplasticizer may be added at the job site to maintain the slump requirement.
- C. Two or more admixtures may be used in same concrete, provided such admixtures are added separately during batching sequence. Admixtures used in combination shall retain full efficiency and have no deleterious effect on concrete or on properties of each other.
- D. Fiber Reinforcing (if used): Synthetic Macro Fiber Reinforcement: Add to mix as recommended by manufacturer for specific project conditions. Minimum rate of 4 pounds per cubic yard. Minimum residual strength per ASTM C1399 or C1609: 80 psi.
- E. Ready mixed concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of rated capacities. Schedule and dispatch trucks from the batching point so that they shall arrive at the site of the work just before the concrete is required to avoid excessive mixing of concrete while waiting.
- F. Discharge at the site shall begin within one (1) hour after charging. Concrete may be used as long as it is of such slump that it can be placed and properly consolidated without the addition of water to the batch (other than water added prior to the start of discharge as given below). If elapsed time since batching exceeds 90 minutes, or if drum has revolved more than 300 revolutions since batching, test air content, slump, and temperature for conformance to this specification prior to placing. In no case shall the time between batching and complete discharge exceed 120 minutes. Do not permit retempering of concrete. Discard concrete that has obtained its initial set.
- G. Do not add water after the initial introduction of the mixing water for the batch, except at the start of discharge, subject to the conditions below. In this case, the producer may add water in an amount not exceeding that allowed to achieve the design water/cement ratio. The drum blades shall then be turned an additional 30 revolutions minimum at mixing speed. Water shall not be added to the batch at any later time. Reject concrete if water is added and these conditions are not met.
 - 1. The measured slump of the concrete is less than that specified in the mix design.
 - 2. No more than 60 minutes have elapsed from the time of batching.
 - 3. The ready-mix plant is notified and approves.
 - 4. Truck tickets indicate maximum amount of water to be added.
 - 5. Water is added in a manner to control volume.
 - 6. Special Inspector is notified, if concrete placement requires inspection.
- H. Maximum concrete temperature delivered to Project site shall be 85 degrees F.

- I. If, during the progress of the work, it is impossible to secure concrete of the required workability and strength with the materials being furnished by the Vendor, the Architect may order such changes in the proportions or materials, or both, as may be necessary to secure the desired properties, subject to the stated requirements. Make any changes so ordered without extra compensation.

3.06 PLACING

- A. Do not place concrete until all reinforcement is in place, forms have been cleaned, formwork and reinforcing inspections made, all discrepancies corrected, and Architect's permission has been given.
- B. Do not place in rain, sleet or snow unless exposed concrete surface is protected from moisture.
- C. Place concrete in accordance with ACI 301, unless modified herein.
- D. Follow recommended practices of ACI 304, unless modified herein.
- E. Protect existing concrete work to be exposed to view and other finished materials from damage and staining resulting from concreting operations. Handle concrete carefully to avoid dripping and spillage. Cover sills, ledges and other surfaces with protective coverings as necessary to protect the work.
- F. Place concrete as continuously as possible until pour is complete so that no concrete is placed against concrete that has attained its initial set, except at authorized joints. If, for any reason, the concrete pour is delayed for more than 45 minutes, bulkhead pour at last acceptable construction joint. Immediately remove excess concrete and clean all forms and insitu concrete surfaces.
- G. Place concrete as near as possible to its final position to prevent segregation. Do not use vibrators to transport concrete.
- H. Immediately remove concrete spilled on existing surfaces.

3.07 FINISHING

- A. Unformed Surfaces: Provide finishes per ACI 301 as scheduled and to the following tolerances. Conformance shall be determined by placing a freestanding straightedge on the surface. The gap beneath the straightedge shall not exceed that specified at more than 10% of the samples. Samples shall be evenly distributed over the surface and taken in an equal number of perpendicular directions with at least one sample per 100 square feet. No gap shall exceed that specified by more than 1/4".
1. Troweled Finish: Conventional straightedged tolerance per ACI 117. Slope slab to floor drains.
 2. Scratched Finish: Bullfloated tolerance per ACI 117.
 3. Broom Finish: Conventional straightedged tolerance per ACI 117.
 4. Floated Finish: Conventional straightedged tolerance per ACI 117.
- B. Finish Schedule
1. As-cast rough form finish: slabs.
 2. Troweled finish: Exposed interior concrete floors and floors to receive carpeting, resilient flooring, or thin set tile finishes.
 3. Floated finish: Floors to receive sand bed terrazzo.
 4. Scratched finish: Floors to receive topping, or mortar setting beds for ceramic tile, quarry tile, pavers, etc.
 5. Broom finish: Exterior platforms, aprons, ramps, loading docks, garage slabs.
 6. Non-slip finish: Exposed concrete stair treads.
- C. Clean exposed concrete to remove laitance, efflorescence and stains.

3.08 CONCRETE CURING AND PROTECTION

- A. Cure concrete according to ACI 308.1 as amended by the following requirements.
- B. Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures, and shall be maintained with a minimal moisture loss at a relatively constant temperature above 55°F for a total of 7 days for normal concrete or 3 days for high-early strength concrete.
- C. Curing may be terminated earlier under the following conditions:
 - 1. At least 4 field cylinders for each pour, prepared and cured according to ASTM C31 alongside the concrete they represent, reach 70% of the specified 28-day strength.
 - 2. The concrete temperature is maintained above 50°F and laboratory cylinders reach 85% of the specified 28-day strength.
- D. Protect concrete from excessive changes in temperature during the curing period and at the termination of the curing process. Changes in the temperature of the concrete shall be as uniform as possible and shall not exceed 5 degrees F in any one hour or 50°F in any 24-hour period.
- E. Unformed Surfaces:
 - 1. Cure interior floors and stairs exposed in the finished work using an acrylic curing and sealing compound. Provide a second coat of acrylic curing and sealing compound immediately prior to substantial completion. Clean floors, and apply sealer strictly according to manufacturer's instructions.
 - 2. Cure exterior concrete using exterior concrete curing compound.
 - 3. Cure all other unformed surfaces using a curing compound or by covering with waterproof paper or polyethylene film.
- F. Apply waterproof paper or polyethylene film as soon as finishing operations are complete and the concrete is sufficiently hard to be undamaged by the covering. Use appropriate color of film based on ambient temperature. Sprinkle concrete with water as necessary during application of covering. Lap edges and ends at least 6 inches, and seal laps. Weight down covering to prevent movement. Patch holes and tears that occur during the curing period.
- G. Apply curing compounds strictly according to the manufacturer's instructions using low pressure spray equipment. Apply curing compounds as soon as finishing operations are complete, free water on the surface has disappeared and no water sheen can be seen. Apply two coats at right angles to each other where necessary to achieve proper coverage.

3.09 HOT WEATHER CONCRETING

- A. Apply recommended practices of ACI 305R when temperature and humidity will affect placing and finishing or may cause plastic shrinkage cracking.
- B. The following additional requirements apply when the temperature exceeds 70° F.
 - 1. Provide concrete meeting the following temperature requirements:

Wind Speed (mph)	Min. Relative Humidity (%)	Maximum Concrete Temperature (° F)
0-10	30	80
10-15	30	75
15-20	30	70
20-25	30	65

2. Do not place concrete if the relative humidity is less than 30%
3. Do not place concrete without windbreaks if the wind speed at the slab elevation is greater than 25 mph.
4. Maintain surface moisture during the initial curing period between placement and final finishing by using fog sprayers, evaporation reducing materials, or shade (individually or in combination).

3.10 COLD WEATHER CONCRETING

- A. Concrete placed during cold weather shall conform to the requirements of ACI 306.1.
- B. Cold weather is defined as 3 or more successive days when the average daily outdoor temperature is less than 40 degrees F.
- C. Do not place concrete on frozen subgrades.
- D. Maintain protection for the entire curing period defined above and for a minimum of 48 hours after placement of concrete.
- E. Submit detailed procedures for cold weather concreting. Review shall be for information only.
- F. Follow recommended practices of ACI 306R.

3.11 FIELD QUALITY CONTROL

- A. Testing
 1. The Owner will provide the following tests and inspections:
 - a. Tests for cast in place concrete.
 - 1) Compression test specimens: ASTM C31. One set of four standard cylinders of concrete for each compressive strength test. Mold and store cylinders for laboratory cured specimens.
 - 2) Compressive strength tests: ASTM C39. One set of four cylinders for each day's pour between one and 25 cubic yards. If a day's pour exceeds 25 cubic yards, one set of four cylinders for each additional 50 cubic yards, or fraction thereof. One specimen tested at seven days, two at 28 days, and one specimen retained in reserve for later testing if required. For post tensioned concrete, make and test an additional cylinder at three days to verify strength prior to stressing. (When frequency of testing will provide less than five strength tests for a given class of concrete, conduct at least five strength tests from randomly selected batches. If fewer than five batches are used, conduct one test from each batch.)
 - 3) Slump: ASTM C143. One test at point of discharge for each set of compression test specimens; additional tests when concrete consistency appears to have changed.
 - 4) Air entrainment: ASTM C231. Test the first batch of air entrained concrete and one additional test for each set of compression test specimens.
 - 5) Concrete temperature: Test hourly when air temperature is below 40°F or above 80°F and each time a set of compression test specimens is made.

B. Contractor Requirements:

1. Provide services of an independent laboratory to perform the following:
 - a. Make and test additional cylinders to determine termination of curing procedures.
 - b. Make and test additional cylinders to determine termination of cold weather practices.

END OF SECTION 03 30 13

SECTION 32 31 19

HIGH SECURITY STEEL FENCE AND GATE SYSTEMS

PART 1: GENERAL

1.01 WORK INCLUDED

- A. The contractor shall provide all labor, materials and appurtenances necessary for installation of the steel corrugated pale security fence system, sliding cantilever gates, and pedestrian gates defined herein and as shown on drawings; and including all associated hardware, operators and controls.

1.02 RELATED WORK

- A. Section 03 30 13 - Concrete

1.03 SYSTEM DESCRIPTION

- A. The manufacturer shall supply a total steel ornamental pale high security fence and gates system of the Ameristar - Impasse II model, Gauntlet design to match existing. The system shall include all components (i.e., pales, rails, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

- A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- C. ASTM D523 - Test Method for Specular Gloss.
- D. ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- E. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- F. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- G. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- H. ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- I. ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

- A. The manufacturer's submittal package shall be provided prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

- A. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

- A. All structural fence components (i.e. rails, pales, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 15 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

PART 2: PRODUCTS

2.01 MANUFACTURERS

- A. The steel ornamental pale high security fence system shall conform to Ameristar - Impasse II model, Gauntlet, 3-Rail style manufactured by Ameristar Perimeter Security Inc., in Tulsa, Oklahoma; to match existing fence system to remain.
- B. Gate controls shall conform to Security Brands, Inc. – Summit Control, Ascent X1, www.securitybrands.com, 800-541-5677.

2.02 MATERIAL

- A. Steel material for fence framework (i.e., corrugated pales, rails and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/A924M, with a minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft² (276 g/m²), Coating Designation G-90.
- B. Material for corrugated pales shall be a nominal 2.75" x .75" x 14 Ga. The cross-sectional shape of the rails shall conform to the manufacturer's Impasse II® rail design a nominal 2" x 2" x 11 Ga. Pre-drilled holes in the Impasse II® rail shall be spaced 6" on center, providing a pale airspace of no greater than 3.25" or Pre-drilled holes in the Impasse II Anti-Scale rail shall be spaced 4.1875" on center, providing a pale airspace of no greater than 1.5" (38mm). Tamperproof fasteners shall be used to fasten each pale to rail at every intersection. Fence posts and gate posts shall meet the minimum size requirements of Table 1.
- C. Controls for gate shall be Ascent X1 with keypad, high definition camera, and intercom:
 - 1. Input: 12-24 VAC/DC (12VDC transformer)
 - 2. Communication: 4G LTE cellular communication
 - 3. Provide pedestals for mounting

2.03 FABRICATION

- A. Pales, rails and posts shall be pre-cut to specified lengths. Impasse II rails shall be pre-punched to accept tamperproof security fasteners. Post flange shall be pre-punched to accept rail to post attachment. Post web shall be punched providing a clear opening for interior of rails to align throughout the entire system for affixing conduit, video cabling, IDS wiring, and other components for a complete systems integration. Impasse II rails shall be attached to post flange providing a bracket-less design at each intermediate post.
- B. The manufactured galvanized framework shall be subjected to the PermaCoat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash, an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be Black.

- C. Completed panels shall be capable of supporting a 400 lb. load (applied at midspan) without permanent deformation. Panels shall be biasable to a 30° change in grade.
- D. Impasse II fence system shall be designed to minimize the system impedance to comply with IEEE grounding requirements. No additional grounding material, beyond the structure grounding lug installation, will be required to create a safe low resistance fence system. By way of fence construction, the entire fence system is inherently grounded without the need for any additional work. Grounding location at the post is for taking the fence system to site ground.
- E. Sliding cantilever gates shall be TransPort IS design matching style, height, and color of fence system. The dual enclosed track slide gate shall be an aluminum component design using tracks, uprights, pales, hardware, fittings, and fasteners. Gate installation shall comply with latest ASTM F2200 standards for automated gates, regardless if the gate is of manual operation.
- F. Pedestrian swing gates shall be self-closing, having a gate leaf no larger than 48" width. Integrated hinge-closer set (2 qty) shall be ADA compliant that shall include a variable speed and final snap adjustment with compact design (no greater than 5" x 6" footprint). Hinge-closer set (2 qty) shall be tested to a minimum of 500,000 cycles and capable of self-closing gates up to a maximum gate weight of 260 lbs. and maximum weight load capacity of 1,500 lbs. Hinge-closer device shall be externally mounted with tamper-resistant security fasteners, with full range of adjustability, horizontal (.5" - 1.375") and vertical (0 - .5"). Maintenance free hinge-closer set shall be tested to operate in temperatures of negative 20 F to 200 F degrees, and swings to negative 2 degrees to ensure reliable final lock engagement.

PART 3: EXECUTION

3.01 PREPARATION

- A. All new installation shall be coordinated with existing conditions and laid out by the contractor in accordance with the drawings.

3.02 FENCE INSTALLATION

- A. Fence post shall be spaced according to manufacturer's recommendations. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to the line and end posts with fasteners supplied by the manufacturer. Attachment to corner post shall be made using brackets and fasteners supplied by the manufacturer (See Figure 1). Posts shall be set in concrete footers having a minimum depth of 48". "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE

- A. When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

- A. Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

- A. The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

END OF SECTION 32 31 19