



Project No. 22-01-011
Edgar County Public Safety Center

Paris, IL

Trade Package Manual

3/9/2024

Owner

Edgar County
115 W Court St. Paris, IL 61944

Construction Manager

CORE Construction Services of Illinois, Inc.
601 SW Water Street
Peoria, IL 61602

Architect

Klinger & Associates, PC
604 Liberty Street, Suit 125 Pella,
IA 50219

CORE CONSTRUCTION

TABLE OF CONTENTS

DIVISION 00 - CONTRACT REQUIREMENTS

	<u>Page #</u>	
00 00 00	Cover Page	Page 1
00 00 00	Table of Contents	Page 2
00 11 13	Advertisement to Bid	Page 4
00 21 13	Instruction to Bidders	Page 8
00 24 00	BID PACKAGES	Page 17
00 25 13	Prebid Meeting	Page 52
00 31 13	Schedule	Page 53
00 41 23	Bid Form	Page 54
00 41 53	706 Sub Performance Bond Template for Edgar Co Jail	Page 59
00 41 53	707 Sub Payment Bond Template for Edgar Co Jail	Page 62
00 41 53	Dual Oblige Rider CONCURRENT EXECUTION Edgar Co Jail	Page 64
00 43 25	Substitution Request Form	Page 65
00 60 00	Subcontractor & Supplier Disclosure Form	Page 66
00 70 00	General Conditions	Page 68
00 70 00a	A201-2017 General Conditions	Page 69
00 80 00	Supplementary Conditions	Page 115
00 81 00	attachment- CORE construction general safety rules for subcontractors	Page 117
00 81 00	Project Safety Requirements	Page 123
00 82 50	Prevailing Wage Rates	Page 124
00 82 50a	Prevailing Wage Rates - certified-transcript-of-payroll	Page 126

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary	Page 127
01 21 00	Allowances	Page 132
01 22 00	Unit Prices	Page 135
01 23 00	Alternates	Page 137
01 25 00	Substitution Procedure	Page 139
01 26 00	Contract Modifications Procedure	Page 144
01 29 00	Payment Procedures	Page 146
01 31 00	Project Management and Coordination	Page 150
01 33 00	Submittal Procedure	Page 159
01 40 00	Quality Requirements	Page 167
01 42 00	References	Page 173
01 50 00	Temporary Facilities and Controls	Page 177
01 60 00	Product Requirements	Page 181
01 73 00	Execution	Page 185
01 77 00	Closeout Procedures	Page 192

CORE CONSTRUCTION

01 78 23 Operation and Maintenance Data
01 78 39 Project Record Documents

Page 197
Page 203

Prepared by Levi Bauer
CORE Construction
Date: 3/9/2024

SECTION 00 11 13 – ADVERTISEMENT TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for the project as described in this Document. Submit bids according to section 00 21 13 Instruction to Bidders.

- B. Project Identification: Edgar County Public Safety Center
 - 1. CORE Project Number: 22-01-011
 - 2. Project Location:
 - 12636 950th Road
 - Paris, IL, 61944

- C. Owner:
 - 1. Owner's Representative: Jeff Voigt, County Board Chair
115 W Court St. Paris, IL 61944

- D. Architect:
 - 1. Project Architect: Michael J. Fries
Klinger & Associates, PC
604 Liberty Street, Suit 125 Pella, IA 50219

- E. Construction Manager:
 - 1. Construction Manager: CORE Construction Services of Illinois, Inc.
601 SW Water Street
Peoria, Illinois 61602
(309) 404-4700

- F. Project Description: Project is a new 23,000 jail and public safety center on a greenfield site.

- G. Construction Contract: Bids will be received for the following Work:
 - 1. Multiple Contract Project consisting of the following prime contracts:
 - a. Bid Package 01 – Electrical Distribution Equipment Supply (Previously Bid/Awarded)
 - b. Bid Package 02 – Generator Supply (Previously Bid/Awarded)
 - c. Bid Package 03 – General Trades
 - d. Bid Package 04 – Civil Package
 - e. Bid Package 05 – Asphalt Paving
 - f. Bid Package 06 – Site Concrete
 - g. Bid Package 07 – Building Concrete
 - h. Bid Package 08 – Precast
 - i. Bid Package 09 – Masonry
 - j. Bid Package 10 – Roofing
 - k. Bid Package 11 – Detention Equipment
 - l. Bid Package 12 – Fire Protection
 - m. Bid Package 13 – Plumbing

- n. Bid Package 14 – HVAC
 - o. Bid Package 15 – Electrical
2. Refer to section 00 24 00 BID PACKAGES for additional information

1.2 BID SUBMITTAL AND OPENING

- A. The Owner will receive sealed lump sum bids until the bid time and date at the location given below. The Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
- 1. **Bid Date: 4/2/2024**
 - 2. **Bid Time: 2:00 PM., local time.**
 - 3. **Location: Edgar Co Highway Department - 12637 950th Road, Paris, IL, 61944**
- B. **DO NOT SUBMIT BIDS ELECTRONICALLY**
- C. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of five (5%) of the bid amount. No bids may be withdrawn for a period of 60 days after the opening of bids.

1.4 PREBID MEETING

- A. Prebid Meeting: Refer to section 00 25 13 – Prebid Meetings
- B. The site may be visited by appointment on any weekday between 8:00 A.M. and 4:00 P.M. until the day of bid opening.

1.5 RFI'S AND SUBSTITUTION REQUESTS

- A. All Requests for Information (RFI's) and Submittals shall be sent via email to:
- Name: Levi Bauer
Firm: CORE Construction
Address: 601 SW Water St. Peoria, IL 61602
Phone: 309-210-9596
Email: levibauer@coreconstruction.com
- B. All RFI's and Substitution request responses shall be made available to all plan holders via an RFI and Substitution response log which will be distributed via addenda.
- C. Substitution requests shall utilize the substitution request form included in section 00 43 25 Substitution Request Form and provide all request technical information required by section 00 43 25. Substitution requests sent without approved form shall not be considered.
- D. Substitution requests shall comply with requirements of section 01 25 00 – Substitution Procedures

1.6 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access after 3/9/2024, by contacting:

Levi Bauer
CORE Construction Services of Illinois, Inc.
601 SW Water Street
Peoria, Illinois 61602
Phone: 309-210-9596
Email: levibauer@coreconstruction.com

Online access to bid documents via BuildingConnected will be provided to any bidders or suppliers who request access

- B. Viewing Procurement and Contracting Documents: Examine after 3/9/2024, at the locations below:
1. Online at BuildingConnected, Obtain access by contacting levibauer@coreconstruction.com, 309-404-4700
 2. Physically at the Edgar County Highway Department

1.7 TIME OF COMPLETION

- A. Successful bidder shall begin the Work upon receipt of a Notice to Proceed and shall complete the Work per the requirements in Specification Section 00 31 13 - Project Schedule.

1.8 STIPULATIONS

- A. Owner reserves the right to reject any and all Bids or portion(s) of bid, to waive any irregularities in the Bidding, and award contract in the Owner's best interest.
- B. Selected bidder is required to provide a satisfactory performance bond and labor & material payment bond covering the full performance of the contract, irrevocable letter of credit or other security. The costs of the bonds are to be included in each Bidding Multiple Prime Contractor's bid proposal.
- C. The successful bidder shall be required to comply with all provisions of the acts of the General Assembly of the State of Illinois related to Discrimination, Sexual Harassment, Alcohol Use, Preference to Illinois Workmen, Fair Employment Practices Commission, and Equal Employment Opportunity.
1. Bidder will permit reasonable access for the Owner or Owner's agent to all reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
 2. In the event of the Contractor's or Vendor's noncompliance with the nondiscrimination clauses of this contract, or refusal to furnish information or permit his books, records, and accounts to be inspected, within twenty days from date requested, this contract may be cancelled, terminated, or suspended in whole or in part and contractor may be declared ineligible for further contracts until proof of compliance is approved.
 3. Contractor or Vendor further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all contracts or agreements entered into with suppliers of materials for services, contractors, and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
 4. To certify compliance with clauses A through E above, Contractor has completed and submits as a part of this Contract Employment Analysis and Certificate of Fair Employment Compliance.
- D. The successful bidder shall not pay less than the prevailing rates of wages as determined by the Illinois Department of Labor to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12). All Bidding

Multiple Prime Contractor bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

- E. Bidding Multiple Prime Contractors shall comply with all applicable laws of the State of Illinois and the United States of America.

1.9 NOTIFICATION

- A. This Advertisement for Bids document is issued by CORE Construction Services of Illinois, Inc.

END OF SECTION 00 11 13

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**1.1 DEFINITIONS**

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Construction Manager, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to the execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contractor Documents are applicable to the Bidding Documents.
- C. The Subcontractor is a person or entity submitting a bid for a bid package, performing construction under contracts administered by the Construction Manager and shall be an assigned Subcontractor to the Construction Manager. Subcontractor shall be synonymous with "Bidder" and "Multiple Prime Contractor".
- D. The Construction Manager (CM) is the entity holding the Bid Package agreements with the Bidding Subcontractors and is synonymous with "Contractor".
- E. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections.
- F. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- G. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- H. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents.
- I. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services or a portion of the Work as described in the Bidding Documents and complying with the provisions of section 01 22 00 Unit Prices.
- J. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- K. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.
- L. A sub-tier contractor is a person or entity performing work under a Subcontractor.
- M. The term "responsible bidder" for construction contracts means a bidder who meets at least all of the following applicable criteria and submits evidence of such compliance:
 - a. All applicable laws pre-requisite to doing business in Illinois.
 - b. Evidence of compliance with
 - i. Federal employer tax identification number or social security number (for individuals).

- ii. Provisions of Section 2000(3) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions.)
- iii. Certificates of insurance indicating the following coverage's:
 - 1. Refer 00 50 00b Sample Subcontract Attachment E - Insurance Conditions for required coverage.
- iv. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for those trades as covered in the "Act".
- v. Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

1.2 BIDDER'S REPRESENTATIONS

- A. Submission of Bid represents that Bidder:
 - a. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - b. The Bid is made in compliance with the Bidding Documents.
 - c. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - d. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
 - e. The bidder has included all Provisions contained in Sections 00 and 01 of the Project Manual.

1.3 BIDDING DOCUMENTS

- A. Copies of Bidding Documents will be issued to prospective bidders and will be available for examination at the Architect's office and other offices for the use of prospective sub-bidders, as set forth in 00 11 13 Advertisement to Bid

1.4 INTERPRETATIONS/CORRECTIONS

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
- B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least 72 hours prior to the date for receipt of Bids.
- C. Interpretations, corrections, and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

1.5 SUBSTITUTIONS

- A. Substitution requests shall be submitted in compliance with 00 11 13 Advertisement to Bid
- B. Substitution requests shall be submitted in compliance with Section 01 25 00 – Substitution Procedure

1.6 ADDENDA

- A. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Addenda will be issued no later than 72 hours prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes the postponement of the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

1.7 BIDDING PROCEDURE

- A. All blanks on the bid form shall be legibly executed in a non-erasable medium.
- B. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations, and erasures must be initialed by the signer of the Bid.
- D. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- E. Each copy of the Bid shall state the legal name of the Bidder and the nature of the legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder. Bid forms submitted without a signature shall be considered an incomplete bid.
- F. Bids shall be delivered by the specified time and at the specified location noted in section 00 11 13 Advertisement to Bid.

1.8 BID SECURITY

- A. Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in section 00 11 13 Advertisement to Bid. The Bidder pledges to enter into a Contract with the Contractor on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to enter into a contract.
- B. If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

- C. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

1.9 BIDDER REQUIREMENTS

- A. This project is tax-exempt
- B. Oracle Payment Management will be utilized by the Contractor for Subcontractor and Supplier billing. **Bidders are required to include applicable costs for Textura fees per section 00 22 00c Oracle-Textura.** Bidders acknowledges the use of the Textura Payment System for all billing and payment processes in accordance with information to be provided by the Contractor. The bidder is responsible for all fees associated with billing and payment applications submitted through the Textura Payment System. Training sessions will be made available upon the written request from the bidder.
- C. The Contractor will be utilizing PROCORE, a web-based software, on this project to maintain project documents including, Contract Documents, RFI's, Submittals, an electronic set of As-Built Documents and other project documents.
- a. The Subcontractor shall electronically furnish all as-built documents, appropriate warranties and guarantee information, equipment manuals, operations, and maintenance manuals as a condition to and prior to final completion and final payment. A Project within Procore has been created for this project and access will be given to all Subcontractors. All construction documents will be accessible to Subcontractors through the Procore web-based application. It shall be the responsibility of the Subcontractor to electronically as-built the documents in the field in lieu of providing hard copies. It shall also be the responsibility of the Subcontractor to coordinate its work with all other trades, suppliers, and Subcontractors on the Project and to obtain any and all shop drawings, product data, or other documents necessary for the coordination of Subcontractor's work with that of other Subcontractor and suppliers working on the Project. The Contractor shall provide adequate training and support on the Procore web-based application to all Subcontractors.
- D. Bidders shall include all licenses, permits, fees, and inspections required for its Scope of Work unless explicitly stated otherwise. Subcontractor shall coordinate all required inspections associated with Subcontractor's Scope of Work. A 24-hour notice must be provided to the Contractor prior to scheduling any inspections. The Contractor may require a preconstruction quality assurance meeting with the Subcontractor prior to the Subcontractor commencing work on the project. Subcontractor shall work with the contractor to coordinate mock-ups, in-situ mock-ups, and inspections necessary to establish and verify adherence with Owner and designer quality standards and expectations. In the event that the Subcontractor believes the Contract Documents relating to the Subcontractor's Scope of Work are not in accordance with applicable laws, ordinances, codes, or similar regulations, Subcontractor shall promptly report the same to the Contractor and Design Professionals
- E. Refer to section 00 50 00b Sample Subcontract Attachment E - Insurance Conditions for insurance requirements. Subcontractors to include insurance costs as specified with bid.
- F. Refer to section 00 50 00b Sample Subcontract Attachment B - Insurance Conditions for additional subcontractor scope requirements. Subcontractors all costs associated with scope specified in attachment B.

- G. Bidders shall review the site logistics plan and comply with all requirements shown.
- H. Bidder shall review the schedule and provide all labor material and equipment as necessary to comply with the specified dates including acceleration by means of off-time or overtime labor.

1.10 SUBMISSION OF BIDS

- A. All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated bid packager for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.
- E. Bids received with letters of omission, clarification, or forms other than the bid form included with these bid documents shall not be considered. Refer to Section 00 24 00 Bid Packages for additional information.

1.11 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.
- E. Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after it has been opened.

1.12 CONSIDERATION OF BIDS

- A. OPENING OF BIDS
 - 1. The properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

B. REJECTION OF BIDS

1. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests. A Bid not accompanied by the required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete, or irregular is subject to rejection.
2. Bids received after the due date and time specified shall be returned unopened to the bidder.

1.13 ACCEPTANCE OF BID (AWARD)

- A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- B. The Owner shall have the right to waive informalities and irregularities in a Bid received.
- C. The Owner shall have the right to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests and select the Contractor which is most appropriate to the job requirements.
- B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

1.14 POST-BID INFORMATION**A. SUBMITTALS**

1. The Bidder shall, within 48 hours, or as stipulated in the Bidding Documents, after bid opening, furnish to the Owner through the Contractor in writing the following items:
 - a. Confirmation that the bidder has included all specified allowances in section 00 24 00 bid packages for their respective bid package in their base bid price. Failure to include specified allowances shall constitute an incomplete bid which is subject to rejection.
 - b. clarification of any unclear or irregular items on the bidders submitted bid form.
 - c. Lead times for long lead items provided by that bid package.
 - d. Cost breakouts for accounting or other purposes as requested by the Construction Manager
 - e. A designation of the Work to be performed with the Bidder's own forces.
 - f. A listing of any sub-tier subcontractors the bidder is utilizing under their bid package.
 - g. A listing of the names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - h. A listing of the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - i. The information above shall be furnished utilizing the form provided in section 00 60 00 - Subcontractor and Supplier Disclosure Form
2. The Bidder will be required to establish to the satisfaction of the Contractor, Architect, and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
3. Prior to the execution of the Contract, the Contractor will notify the Bidder in writing if either the Contractor, Owner, or Architect, after due investigation, has reasonable objection to a person or entity

proposed by the Bidder. If the Contractor, Owner, or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

1.15 PERFORMANCE BOND AND PAYMENT BOND

- A. The Subcontractor shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.
- B. The furnishing of such bonds is hereby stipulated in the Bidding Documents, and the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before the execution of the Subcontract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
- C. If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.
- D. Bonds shall name the Contractor as the principal obligee and the Owner as an additional obligee. This may be accomplished through the use of a Dual Obligee Rider on the Payment and Performance bond.

1.16 TIME OF DELIVERY AND FORM OF BONDS

- A. The Bidder shall deliver the required bonds to the Construction Manager for review no later than three days following the date of execution of the Contract. Reviewed Bonds shall then be delivered to the Owner. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner and Construction Manager that such bonds will be furnished and delivered in accordance with this Section.
- B. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond, and Payment Bond. Bonds shall be written in the amount of the Contract Sum.
- C. The bonds shall be dated on or after the date of the Contract.
- E. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

1.17 FORM OF AGREEMENT BETWEEN CONSTRUCTION MANAGER AND SUBCONTRACTOR

- A. Upon receipt of bids and award of Bid Packages as described above, the Owner shall assign Bid Package work to the Construction Manager which will hold the contracts with the Bidding Subcontractor. The Agreement for the Work will be the Construction Manager's Subcontract Agreement, a sample copy of which is contained in the Bid Documents (refer to 00 22 00a and 00 22 00b).
- B. Construction Manager's Subcontract Agreement for each awarded Bid Package shall be sent via email to the awarded bidder's authorized signer who has signed the bid form. Subcontract Agreements shall be sent

and executed via DocuSign electronic signature software. DocuSign is a web-based digital transaction management service providing an electronic exchange of contract documents and digital signatures.

1.18 AVAILABLE DOCUMENTS

- A. The following documents shall be made available to bidders upon request and are incorporated into the bidding documents by reference:
- a. AIA A133 – 2019 – Standard Form of Agreement Between Owner and Construction Manager
 - b. AIA Document A133 – 2019 Exhibit B Insurance and Bonds
 - c. AIA 201 – 2017 – General Conditions of Contract for Construction
 - d. CORE Construction Official Safety Manual
 - e. Sample Purchase Order Agreement
 - i. Attachment C - Enumeration of Documents- blank form
 - ii. 000_Additional Documents– Blank Forms
 - 1. Project Info Sheet – Blank Form
 - 2. Billing Process for major Vendors – Blank Form
 - 3. Subtier Info – Blank Form
 - 4. W-9 Form – Blank Form
 - 5. Sub Info Sheet – Blank Form
 - f. Sample Subcontract Agreement
 - i. Attachment C - Enumeration of Documents- blank form
 - ii. Attachment D - Baseline Project Schedule
 - iii. 000_Additional Documents– Blank Forms
 - 1. Project Info Sheet – Blank Form
 - 2. Billing Process for major Vendors – Blank Form
 - 3. Subtier Info – Blank Form
 - 4. W-9 Form – Blank Form
 - 5. Sub Info Sheet – Blank Form

END OF SECTION 00 21 13

SECTION 01 12 00 – BID PACKAGES**PART 1 - GENERAL****1.1 GENERAL**

- A. This section provides a guideline of the scope of work to be included with each bid package. This section includes scope and instructions which may not be specifically called out elsewhere in the Project Manual, Plans or Specifications. All bidders should read this section carefully in its entirety. This section is not all inclusive and is to be read in conjunction with the entire set of project documents. It is each Contractor's responsibility to submit a complete bid.
- B. Contractors may submit a bid on more than one bid package but a separate signed bid form in a separate envelope is required for each bid package submitted complying with the provisions of section 00 11 13 - Advertisement to Bid and section 00 21 13 – instruction to bidders.
- C. Where items are noted to be "provide(d)" or "include(s)" that shall indicate furnish, install, unloading, shack-out, fasteners, incidentals, and all work necessary for a complete system unless specifically noted otherwise.
- D. This specification shall have precedence for assignment of Scope of Work prior to and above any assignments of Scope of Work in the Drawings, Specifications, or elsewhere in the Contract Documents.

1.2 BID PACKAGES

List of Bid Packages:

1. *Bid Package 01 – Electrical Distribution Equipment Supply [previously bid/awarded]*
2. *Bid Package 02 – Generator Supply [previously bid/awarded]*
3. Bid Package 03 - General Trades
4. Bid Package 04 - Civil Package
5. Bid Package 05 - Asphalt Paving
6. Bid Package 06 - Site Concrete
7. Bid Package 07 - Building Concrete
8. Bid Package 08 – Precast
9. Bid Package 09 – Masonry
10. Bid Package 10 – Roofing
11. Bid Package 11 - Detention Equipment
12. Bid Package 12 - Fire Protection
13. Bid Package 13 – Plumbing
14. Bid Package 14 – HVAC
15. Bid Package 15 - Electrical

1.3 BID PACKAGE SCOPES OF WORK

- A. Scope applicable to all bid packages:
 1. Include all costs associated with Textura Payment Management System (Reference 01 2900a – Oracle-Textura)

2. All trade packages are responsible for clean-up of areas disturbed by them during completion of their final punch list work
3. All bid packages are responsible for their own daily clean-up to the dumpsters supplied
4. Provide all survey, staking and layout as necessary to complete the bid package Scope of Work. Construction Manager will provide onsite benchmarks
5. Provide all field measuring necessary for fabrication, installation, and as-built drawings as necessary to complete the bid package Scope of Work
6. Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
7. Provide all scaffolding, temporary shoring, guying, supports, bracing, and additional means and methods necessary to complete the bid package Scope of Work
8. Provide testing as specified for your Scope of Work
9. Provide scheduling and coordination of any Owner third party testing agencies for all specified testing by Others pertaining to your Scope of Work
10. Provide all training and owner demonstration as required as specified for your Scope of Work
11. Provide all maintenance stock/extra materials as specified for your Scope of Work
12. Include all delegated design as specified for your Scope of Work. This includes all engineering (by a licensed engineer) as well as the cost of design
13. Include all mockups as specified for your Scope of Work including removal of any non-in-situ mockups
14. Include all costs associated with meeting minimum insurance requirements outlined in 00 2000 – Sample Subcontract Agreement. This includes the costs of additional waivers and endorsements that might be required to meet specified requirements
15. All bids shall reflect the project schedule (Reference 00 3113a – Schedule), phasing and site logistics plan (Reference 01 5000a – Site Logistics Plan) including adequate staffing, timely material procurement, acceleration, and additional mobilizations
16. All items provided under this Scope of Work shall be provided per Contract Documents. Manufacturer’s standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Architects’ determination shall be final and adjustments to the contract as a result of Architects’ determination shall not be considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.
17. Include coordination and scheduling of all tier subcontractors under this Scope of Work
18. Provide colors from manufacturer’s full range. Include all cost premiums associated with providing specified colors.

B. Bid Package 01 – Electrical Distribution Equipment Supply [PREVIOUSLY AWARDED]

1. *Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.*
2. *Applicable Specifications:*
 - a. *Division 00 Complete*
 - b. *Division 01 Complete*
 - c. *262416 – Panel Boards Complete*
3. *Alternates: See section 012300 - Alternates*
4. *Allowances:*
 - a. *NA*
5. *Scope of Work:*
 - a. *Include supply and delivery of complete new main distribution panel (MDP) per E500 Electrical one line and as specified.*
 - b. *Include extra materials/attic stock as specified.*
 - c. *Include any and all costs associated with storage of electrical equipment until the electrical equipment is delivered to the jobsite. No jobsite storage will be available. Refer to 00 3113a – Schedule.*

- d. *Include all delivery and freight costs to project site.*
- e. *Include coordination of delivery and unloading/installation of equipment with the Construction Manager and Electrical Contractor.*
- f. *Include standard quality-control/quality assurance testing and confirm functionality of all equipment prior to shipping.*
- g. *Provide all submittals, shop drawings, product data, warranties, etc. for your equipment. Warranties are to begin on the date of substantial completion of the project. Warranties are to begin on the date of substantial completion of the project.*
- h. *Provide Owner demonstration as specified.*
- i. *Include any and all costs associated with manufacturer's start-up of equipment including manufacturer's field service testing.*
- j. *A Letter of Intent will be issued upon award of contract. A subcontract agreement will be issued after the executed Owner GMP agreement.*
- k. *Include completion of Coordination study to assure gear compliance*

C. *Bid Package 02 – Generator Supply [PREVIOUSLY AWARDED]*

- 1. *Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.*
- 2. *Applicable Specifications :*
 - a. *Division 00 Complete*
 - b. *Division 01 Complete*
 - c. *263213 Engine Driven Generators Complete*
 - d. *263600 Transfer Switches Complete*
- 3. *Alternates: See section 012300 - Alternates*
- 4. *Allowances:*
 - a. *NA*
- 5. *Scope of Work*
 - a. *Supply and deliver emergency standby generator 250kW Diesel generator in enclosure with sub-base fuel tank for installation by Others. Refer to drawings and Specifications.*
 - b. *Supply and deliver AUTOMATIC TRANSFER SWITCHES ATS-LS AND ATS-OS for installation by others*
 - c. *Supply and deliver docking station per E500 for installation by Others.*
 - d. *Include extra materials/attic stock as specified.*
 - e. *Include any and all costs associated with storage of electrical equipment until the electrical equipment is delivered to the jobsite. No jobsite storage will be available. Refer to 00 3113a – Schedule.*
 - f. *Include all delivery and freight costs to project site.*
 - g. *Include coordination of delivery and unloading/installation of equipment with the Construction Manager and Electrical Contractor.*
 - h. *Include standard quality-control/quality assurance testing and confirm functionality of all equipment prior to shipping.*
 - i. *Provide 12-month maintenance service by manufacturer's designated service organization as specified.*
 - j. *Provide all submittals, shop drawings, product data, warranties, etc. for your equipment. Warranties are to begin on the date of substantial completion of the project. Warranties are to begin on the date of substantial completion of the project.*
 - k. *Provide Owner demonstration as specified.*
 - l. *Include any and all costs associated with manufacturer's start-up of equipment including manufacturer's field service testing.*
 - m. *A Letter of Intent will be issued upon award of contract. A subcontract agreement will be issued after the executed Owner GMP agreement.*

D. Bid Package 03 – General Trades

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 003132 Geotechnical Data
 - d. 051200 Structural Steel Framing
 - e. 052100 Steel Joist Framing
 - f. 053100 Steel Decking
 - g. 054000 Cold-Formed Metal Framing
 - h. 055100 Metal Stairs
 - i. 061000 Rough Carpentry
 - j. 064116 Plastic Laminate Faced Architectural Cabinets
 - k. 072100 Thermal Insulation [As applicable]
 - l. 078413 Penetration Firestopping [complete]
 - m. 078443 Joint Firestopping [complete]
 - n. 079200 Joint Sealant [As applicable]
 - o. 079216 Pick-Proof Joint Sealants
 - p. 081113 Hollow Metal Doors and Frames
 - q. 081416 Flush Wood Doors
 - r. 083100 Access Door and Panels
 - s. 083323 Overhead Coiling Doors
 - t. 083613 Sectional Doors
 - u. 084313 Aluminum-Framed Storefronts
 - v. 084413 Glazed Aluminum Curtain Walls
 - w. 086200 Unit Skylights
 - x. 087100 Door Hardware
 - y. 087113 Automatic Door Operators
 - z. 088000 Glazing
 - aa. 088300 Mirrors
 - bb. 090561 Common Work Results for Flooring Preparation
 - cc. 092116 Gypsum Board Assemblies
 - dd. 092216 Non-Structural Metal Framing
 - ee. 092900 Gypsum Board
 - ff. 092900.13 Security Mesh
 - gg. 093000 Tiling
 - hh. 096513 Resilient Base and Accessories
 - ii. 096519 Resilient Tile Flooring
 - jj. 096723 Resinous Flooring and Wall Coatings
 - kk. 096813 Tile Carpeting
 - ll. 098000 Acoustic Treatment
 - mm. 099123 Painting
 - nn. 099656 Interior Epoxy Coatings
 - oo. 101400 Signage
 - pp. 102113 Toilet compartments
 - qq. 102641 Ballistics Resistant Panels
 - rr. 102800 Toilet and Laundry Accessories
 - ss. 104300 Emergency Aid Specialties
 - tt. 104400 Fire Protection Specialties
 - uu. 105113 Metal Lockers
 - vv. 105617 Wall Mounted Standards and Shelving

- ww. 105626.13 Mobile Storage Shelving Units
 - xx. 107516 Ground-Set Flagpoles
 - yy. 111100 Commercial Laundry Equipment
 - zz. 122413 Roller Window Shades
 - aaa. 123623.13 Plastic-Laminate-Clad Countertops
 - bbb. 123661 Simulated Stone Countertops
 - ccc. 312000 Earth Moving [As Applicable]
 - ddd. 316613 Stone Column Ground Improvement
 - eee. 323113 Chain Link Fences and Gates
 - fff. 329200 Turf and Grasses
3. Alternates: See section 012300 - Alternates
4. Allowances:
- a. Include an allowance of **\$35,000** for a project job trailer. this allowance includes set-up, monthly rental, pick-up, and return charges for the on-site office trailer at the discretion of the Construction Manager. This allowance should cover furnishings, office supplies, internet, phone, drinking water, etc
 - b. Include an allowance of **\$5,000** allowance for miscellaneous materials/equipment to be used at the discretion of the Construction Manager
 - c. Include an allowance of **\$20,000** for general waste, masonry/concrete, and dumpsters necessary to accommodate waste for other bid packages.
 - d. Include an allowance of **\$35,000** for winter/weather conditions and temporary heat. Allowance to cover propane, utility usage charges, temporary filters, and other costs incurred from winter conditions. A minimum of 45 degrees shall be maintained in all parts of the building that are enclosed.
 - e. Include an allowance of **\$35,000** for temporary floor protection.
 - f. Include an allowance of **\$50,000** for lime stabilization for building pad and pavements.
 - g. All allowances will be for use as directed by the Construction Manager.
 - h. Any allowances listed below are independent of any items listed below in Section 5 – Scope of Work. Allowances are not intended to cover the costs of any items listed in the Scope of Work.
 - i.* Refer to unit prices below for additional allowance items to be included in base bid.
 - h/j.* *Snow removal by owner*
5. Unit Prices
- a. **Unit Price 4a – Laborer Hours**
 - 1) **Description:** Include laborer trade labor hours to be used at the discretion of the Construction Manager. The Bidding Contractors for this bid package are required to include the quantity allowance listed below **in their base bid price**. Adjustments to the Contract shall be made by in-field measurements will be made via additive or deductive change order for the unit price listed on the bid form.
 - 2) **Base bid Quantity:** 450 hours
 - 3) **Unit of Measurement:** Labor hours, based on T&M tickets
 - b. **Unit Price 4b – Carpenter Hours**
 - 1) **Description:** Include Carpenter trade labor hours to be used at the discretion of the Construction Manager. The site Bidding Contractors for this bid package are required to include the quantity allowance listed below **in their base bid price**. Adjustments to the Contract shall be made by in-field measurements will be made via additive or deductive change order for the unit price listed on the bid form.
 - 2) **Base bid Quantity:** 50 hours
 - 3) **Unit of Measurement:** Labor hours, based on T&M tickets
6. Scope of Work
- a. General Requirement Items
 - 1) Provide temporary toilets for the duration of the project per OSHA standards, section 01 5000 Temporary Facilities and Controls and the site logistics plan. Include

- removal of waste and maintenance. Remove when directed by Construction Manager
- 2) Provide temporary heaters for winter heating season during construction activities. A minimum of 45 degrees shall be maintained in all parts of the building that are enclosed.
 - 3) Furnish, install, and relocate construction fence and gates as shown on the site logistics plan. Fence posts to be driven
- b. Final Clean
- 1) Provide all labor, cleaning supplies, and equipment for final construction cleaning
 - 2) Sweep & mop all hard floors or provide machine clean at contractor's option
 - 3) Vacuum of carpets
 - 4) Sweep and/or vacuum of shop/storage areas/mechanical rooms
 - 5) Dust clean all interior walls.
 - 6) Clean/wipe down of vinyl base
 - 7) Clean/wipe down all doors, frames, and hardware
 - 8) Clean/wipe down toilet partitions and accessories
 - 9) Clean/wipe down wall tile and grout
 - 10) Clean/wipe down stairs and railings
 - 11) Clean/wipe down outside surfaces of HVAC units
 - 12) Clean/wipe down outside surfaces of mechanical equipment
 - 13) Clean/wipe down outside surfaces of mechanical panels
 - 14) Removal dust and dirt from overhead light fixtures
 - 15) Clean/wipe down all exposed piping (concealed piping shall not be required to be cleaned).
 - 16) Clean/wipe down all restroom fixtures, accessories, and mirrors
 - 17) Clean/wipe down interior window frames
 - 18) Clean/wipe down borrow lites frames
 - 19) Clean/wipe down of all borrow lite, interior storefront, and door glazing
 - 20) Clean/wipe down the interior glass of exterior windows
 - 21) Clean/wipe down exterior and interior of all cabinets
 - 22) Clean/wipe down of all counters
 - 23) Clean/wipe down of all sills
 - 24) Clean/wipe down of all casework
 - 25) Clean/wipe down of all solid or laminated surfaces
 - 26) Cleaning storefront entrance/vestibule frame and glass
 - 27) Clean/wash all exterior glass
 - 28) Clean/wipe/vacuum elevator cab including floors, walls, ceilings, and light fixtures
- c. Aggregate Piers
- 1) Provide and design aggregate pier foundation supports per plans and specs
- d. Landscaping
- 1) Provide complete landscaping per Contract Documents
 - 2) Provide all seeding and turf as shown
 - 3) Provide all temporary and permeant seeding of all areas disturbed in the construction area per the plans. Areas outside the work area disturbed by this contractor shall be reseeded and restored to original condition by this contractor.
 - 4) Provide starter fertilizer for seeded areas
 - 5) Provide weed barriers
 - 6) Provide all final grading to +/- 0.10 foot. All verification of grades, slopes, and drainage prior to installations
 - 7) Provide all soil preparation including amending soil, providing positive drainage, as well as removal and disposal of all weeds, vegetation and rocks as required
 - 8) Provide all mulching and ground cover
 - 9) Provide pre-emergent to all planting beds prior to mulching

- 10) Provide all edging at landscape beds as shown
 - 11) Provide all plantings including shrubs, decorative grasses, perennials and trees as shown
 - 12) Provide all staking, guying and mulching of trees
 - 13) Provide tree wraps and water bags as shown
 - 14) Provide all watering, mowing and maintenance service as specified for planting and seeding
 - 15) Provide warranty on items provided under this scope of work as specified
 - 16) Provide soil testing if required
 - 17) Provide all layout and location of plantings, landscape beds, landscape features and all items provided under this scope of work.
- e. Fencing & Gates
- 1) Provide all fencing including rails, gates, posts, mesh, excavation, concrete foundations mounting plates, fasteners, attachments and additional items as necessary for a complete fencing system.
 - 2) Provide removal of fence spoils
 - 3) Provide fence and gates for dumpster enclosure
 - 4) Provide all detention fencing
- f. Steel Fabrication and Erection
- 1) Provide and erect all structural, miscellaneous steel and associated items as required for a complete system
 - 2) Provide all steel columns
 - 3) Provide all steel beams
 - 4) Provide all steel Joists
 - 5) Provide all steel decking
 - 6) Provide all tubes, channels, bent plates, angle framing, perimeter steel angles, bridging, bracing and related steel components
 - 7) Furnish and deliver anchor bolts, setting plates, bearing plates, steel shims, and loose lintels for installation by concrete and masonry bid package
 - 8) Furnish and install roof opening frames and support
 - 9) provide cutting of metal decking for floor and roof openings. Coordinate with other all trades.
 - 10) Provide all prefabricated metal ladders to roof
 - 11) Furnish and deliver all steel lintels. Include installation of all lintels with a piece weight over 200 lbs.
 - 12) Furnish and deliver all steel items that are shown to be embedded/grouted into masonry walls
 - 13) Furnish and deliver all steel items that are shown to be embedded/grouted into concrete
 - 14) Furnish and deliver pipe bollards for installation by others
 - 15) Provide all field measuring necessary for fabrication, installation, and as-built drawings as necessary to complete the bid package Scope of Work
 - 16) Provide all layout and surveyor staking as required for installation of items included in this Scope of Work. Include layout, field measure, and pre-installation survey for this contractor's work. Benchmarks/primary control points to be provided by others
 - 17) Provide fasteners for your scope of work including epoxy and expansion anchors as required.
 - 18) Include all submittals, shop drawings, samples, and delegated design included in specifications assigned to this Scope of Work per the Contract Documents including structural connections. Provide engineering and shop drawings including seal by a structural engineer registered in the project state.
 - 19) includes erection for all steel unless noted as FURNISH only above
 - 20) Provide shop primed coat for all steel unless noted otherwise

- 21) Provide shop galvanizing, anodizing, and coatings of items furnished under this Scope of Work per Contract Documents
 - 22) "All setting of leveling nuts as needed at anchor bolts. CORE will have one leveling nut per base plate at the correct elevation"
 - 23) Provide all labor, rigging, hoisting, flagging, tag lines, spotters, equipment, and loose hardware as necessary for complete system erection. This Contractor shall not rely upon the Construction Manager to make equipment available for this Contractor's use.
 - 24) Provide all delivery, hauling permits, escorts, and freight charges as necessary for delivery of items provided under this Scope of Work
 - 25) Provide all welding necessary to install items provided under this Scope of Work including all shear and moment connections.
 - 26) This Contractor is solely responsible for all coordination of shop welds and field welds, drawings showing shop and field welds are for reference. This steel provider shall provide coordinated bid.
 - 27) This Contractor shall provide final detailing, calculations, engineering, and engineer's stamp for all steel connections.
 - 28) Provide all temporary bracing as required for the erection of items furnished under this Scope of Work.
 - 29) Provide field and office coordination with all other trades for submittals and in-field installation.
 - 30) Include coordination and scheduling with Owner's testing and inspection Agency
 - 31) Include touch-up paint/galvanizing coat and patching at connections and other areas damaged by this Contractor. Include touch up painting of field welds
- g. Rough Carpentry
- 1) Provide all interior and exterior wood blocking, sheathing, nailers, and framing.
 - 2) Provide all exterior sheathing including sheathing at back of metal stud framed parapets, behind metal panels and at soffits per A430/E7 typical
 - 3) Provide all wood blocking
 - 4) Provide blocking at parapets
 - 5) Provide blocking at roof area dividers
 - 6) Provide blocking at roof penetrations
 - 7) Provide blocking at roof expansion joints
 - 8) Provide blocking at roof hatches
 - 9) Provide blocking at roof ladders
 - 10) Provide blocking at all roof curbs
 - 11) Provide blocking at exhaust fan roof penetrations
 - 12) Provide blocking at skylights
 - 13) Provide blocking at scuppers
 - 14) Provide blocking at gutters
 - 15) Provide blocking at soffits
 - 16) Provide blocking at fascia(s)
 - 17) Provide all wood blocking around all doors, storefronts, curtain walls, louvers, borrow-lites and other openings as shown
 - a) Blocking located in precast shall be provided under precast bid package
 - 18) Provide bracing for all door frames to prevent racking during drywall installation
 - 19) Provide all blocking for all millwork including base cabinets, wall cabinets, full height cabinets, shelving/brackets, countertop brackets and window sills
 - 20) Provide all for handrails
 - 21) Provide blocking for all toilet partitions
 - 22) Provide blocking for all restroom accessories
 - 23) Provide blocking for all TV brackets

- 24) Provide blocking for network rooms including sheathing for mounting networking equipment to walls
 - 25) Provide blocking for all interior and exterior signage
 - 26) Provide blocking for all window treatments and roller shades
 - 27) Provide blocking for all fire extinguisher cabinets, first aid cabinets, and fire extinguisher brackets,
 - 28) Provide blocking for Knox Box
 - 29) Provide blocking for all IV and cubical curtain tracks
 - 30) Provide blocking for all mounting wall stops, automatic operator push buttons, card readers and all other wall mounted door hardware
 - 31) Provide blocking all marker boards, tack boards, sliding markerboards, map rails, and other visual display items
 - 32) Provide blocking for access doors/panels
 - 33) Provide blocking for all lockers as shown including locker base per A700/04
 - 34) Provide all in-wall blocking for all wall hung items including items furnished by Owner
 - 35) Metal strap blocking may be used in lieu of wood blocking at Contractor's option
 - 36) Provide all fasteners and bolts as necessary to install items included in this Scope of Work
 - 37) Include all necessary coordination of in-wall blocking locations with Subcontractors and other trades
 - 38) Provide temporary guardrails for all areas required per OSHA standards including but not limited to all staircases, and interior raised platforms such as the mezzanines. Include all required maintenance until installation of permanent guardrails. Refer to project schedule.
 - 39) Provide all covers and barricades at slab openings and other areas required by OSHA standards or CORE's safety manual. Include all required maintenance until installation of permanent items. Refer to project schedule.
 - 40) All wood in contact with concrete shall be pressure treated. All wood in concealed spaces shall be fire treated
 - 41) Provide temporary door openings at the 1st floor exterior doors for material access, with 2x framing, plywood, and hardware.
 - 42) Include 2x wood stud framed temporary enclosures with 10 mil string reinforced visqueen for exterior openings. Construction temporary enclosures to resist high wind loads present at the project site. Include maintenance and repair of openings as necessary.
 - 43) Provide temporary ramp on roof between elevation changes.
- h. Fire Stopping & Security Joint Sealants
- 1) Provide penetration and assembly firestopping.
 - 2) Provide all security caulking for penetrations and assemblies.
 - 3) Provide all security caulking at hollow metal frames (detention and non-detention)
 - 4) Provide all caulking at detention toilet units, toilet accessories and other equipment
- i. Aluminum, Glass & Glazing
- 1) Provide all glass and glazing systems per drawings and specifications
 - 2) Provide all exterior aluminum framed storefronts including all glass, mullions, framing and associated items
 - 3) Provide all interior aluminum framed storefronts including all glass, mullions, framing and associated items
 - 4) Provide all aluminum framed curtain walls including all glass, spandrel glass, mullions, framing and associated items
 - 5) Provide all insulated panels
 - 6) provide all unit skylights including all curbs, internal gutters, thermally broken construction and related fall protection screens

- 7) Provide all insulated-properties, color, coatings, opacity, tinting, fire ratings, and tempering door glass and frames as specified
- 8) Provide all gaskets, clips, anchors, jointing, drainage, flashings, anchoring, shims, back rods, sealants, glazing tape, break metal trims, miscellaneous glazing materials, caulking (including exterior and interior primary caulking), and related appurtenances as necessary for a complete watertight system
- 9) Provide all aluminum doors and frames and related door lites, aluminum sidelites, transoms and borrowed lites. This includes all related lites/glazing
- 10) Install all hardware and cores for aluminum doors provided by others. Card reader, power supplies, wall switches, battery backups, will be installed by others. Furnish and install all pull/push sets, thresholds and weatherstripping
- 11) Include coordination of all doors and frame hardware preparation including for access control. Include coordination of raceways with access controls
- 12) This Contractor is responsible for reviewing the door hardware submittal to confirm compatibility with material supplied by this Contractor and notifying the CM of any discrepancies. Include coordinating of raceways with access controls
- 13) Includes all locks and cylinders for Aluminum doors as required. Includes coordination of Keying with Owner and Door Hardware Supplier.
- 14) Provide all auto operators, push buttons, and bollards for mounting buttons
- 15) Provide all glass for wood door, hollow metal doors and hollow metal framed openings including all sidelites, transoms, and borrow lites
- 16) Provide all bullet proof/resistant glazing and bullet films
- 17) Provide all insulation and taping where insulation is located behind spandrel glass or other glazing systems
- 18) This Contractor shall remove and dispose of temporary partitions installed in glazing openings by others. Include hauling of all removed material to dumpsters provided by general trades.
- 19) Provide all sealants, backer rods, break metal, gasketing, and flashings necessary for complete systems provided under this Scope of Work. This includes primary interior and exterior caulk as shown and specified
- 20) Provide all anchors, shims, flashing, clips, glazing tape, drainage, accessories, fasteners, and adjusting per the specifications and manufacturers' recommendations
- 21) Provide all testing per specification including water testing and per manufacturers' recommendations.
- 22) Provide all warranties as specified and manufacturers' recommendations.
- 23) Provide all mockups
- 24) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
- 25) Provide all shop drawings and engineering as required
- 26) Provide removal of all stickers, buttons, and clean up of errant caulking at all items installed under this Scope of Work. Final cleaning by others
- 27) provide all safety etching/labels must be visible and note covered by mullions at all safety glazing
- 28) provide pre-installation conference with manufacturer rep
- 29) Provide all lifts, scaffolds, and hoisting for this Scope of Work
- 30) Provide colors from manufacturer's full range. Include all cost premiums associated with providing specified colors.
- 31) All items provided under this Scope of Work shall be provided per Contract Documents. Manufacturer's standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Architects' determination shall be final and adjustments to the contract as a result of Architects' determination shall not be

- considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.
- 32) Ensure all material is installed without damage. Damaged material will be sent back for repair or replacement.
- 33) All detention glazing and frames to be provided by Detention Bid Package
- j. Architectural Millwork
- 1) Provide all finish carpentry and millwork
 - 2) Provide all casework including base, wall, full height and other built-in cabinets including all hardware and hardware preps
 - 3) Provide all wood shelving with associated standards, supports, brackets, and coat rods
 - 4) Provide all plastic laminate ADA panels with finished ends
 - 5) Provide all PLAM and solid surface sills
 - 6) Provide all PLAM, solid surface, and quartz counters, countertops and backsplashes including all exposed and concealed brackets
 - 7) Provide caulking for all backsplashes
 - 8) Provide reception desk complete, reception desk to be shop fabricated to greatest extent feasible
 - 9) Provide all wood, trims, closure panels, caps, and accent pieces
 - 10) Provide all wood handrails and handrail brackets. Provide al wood handrails for steel stairs.
 - 11) Provide all seaming of countertops per manufacturer’s requirements and include caulking as required.
 - 12) Provide all locks at cabinet doors, cabinet drawers, tote cabinets, doors, etc. All locks shall be keyed alike. Include all specified keying and keying meetings with the Owner
 - 13) Provide all cardboard protection over all countertops
 - 14) provide all sink cut outs, grommets, medallions, finished ends, scribes, closure pieces, trash pullouts, shims, filler panels/pieces, end panels, edge-banding, fasteners, anchors, caulking and other items as necessary for a complete system
 - 15) All trim to be pre-finished (when called out to be stained and varnished. Primer only when called to be painted)
 - 16) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
 - 17) Provide all survey, staking and layout as necessary to complete the bid package Scope of Work. Construction Manager will provide onsite benchmarks
 - 18) Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
 - 19) All items provided under this Scope of Work shall be provided per Contract Documents. Manufacturer’s standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Architects’ determination shall be final and adjustments to the contract as a result of Architects’ determination shall not be considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.
 - 20) Provide colors from manufacturer’s full range if not specified. Include all cost premiums associated with providing specified colors.
 - 21) Include coordination as required with plumber for sink cut out templates
 - 22) Include puttying of nail holes in shop stained wood trim
- k. Non-Detention Hollow Metal Doors, Frames, & Hardware
- 1) Provide all hollow metal doors, wood doors, hollow metal frames and finish hardware.
 - 2) Provide all hollow metal borrow lites and storefronts.
 - 3) Wood doors to be supplied prefinished

- 4) Hollow metal doors and frames to be supplied primed, Supply touch-up kits
 - 5) Provide all lite kits/glazing stops for field glazing for items provided under this Scope of Work.
 - 6) Provide all construction cores and control keys for use during construction at exterior doors. Core to be returned at the end of the project.
 - 7) Provide mastic at door thresholds
 - 8) Include supply of aluminum door hardware for installation by glazier
 - 9) Include coordination of all doors and frames hardware prep including for access controls and aluminum doors.
 - 10) Provide all door and window bucks, spreaders, etc. for masonry and drywall installations to occur and maintain openings
 - 11) Provide bituminous coatings for grouted hollow metal frames
 - 12) Include all specified keying and keying meetings with the Owner. Include collaboration in keying meeting with the Contractor and Owner representatives.
 - 13) Provide all field welding necessary to install hollow metal storefronts and borrow lites.
 - 14) Provide welded hollow metal frames, knocked down frames are not permissible for the project schedule.
 - 15) Provide rated doors and frames, and all associated labels and tagging, as required for those in rated assemblies
 - 16) Include all required accessories including silencers, supports, anchors, inserts, bolts, fasteners, glazing stops, and etcetera. All door hardware is to be labeled by opening to match the hardware schedule.
 - 17) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
 - 18) Ensure all doors, frames, hardware, etc. are undamaged upon delivery
 - 19) Provide all survey, staking and layout as necessary to complete the bid package Scope of Work. Construction Manager will provide onsite benchmarks
 - 20) Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
- I. Overhead Coiling and Sectional Doors
- 1) Provide doors that comply with project manuals including wind load strength, slat material, factory finishing, hood enclosures, guides, electric operators, manual crank operators, R-Value, etc
 - 2) Provide structural steel three angle guides
 - 3) Include complete operators and control stations/switches installation. Coordinate with the electrical Subcontractor for power.
 - 4) Coordinate with Contractor for steel and in-wall blocking support
 - 5) Provide all locks as required. Coordinate keying with Owner and Contractor
 - 6) Include Owner demonstration and training as required.
 - 7) Provide all testing and final adjustments as required to ensure proper and safe operation.
 - 8) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
 - 9) Provide all survey, staking and layout as necessary to complete the bid package Scope of Work. Construction Manager will provide onsite benchmarks
 - 10) Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
 - 11) All items provided under this Scope of Work shall be provided per Contract Documents. Manufacturer's standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Architects' determination shall be final and adjustments to the contract as a result of Architects' determination shall not be

- considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.
- 12) Provide colors from manufacturer's full range if not specified. Include all cost premiums associated with providing specified colors.
- m. Access Doors & Frames
- 1) Provide all access doors and panels indicated on drawings and project manual
- n. Metal Studs/Drywall/Insulation/Ceiling Package
- 1) Provide all heavy and light gauge metal stud framing including, studs, channels, furrings, joists, hat channels, bracing, bridging, kickers, and all other cold formed framing.
 - 2) Provide all delegated design and engineering for cold-formed metal stud framing including licensed engineer's stamp on shop drawings
 - 3) Provide all gypsum board products
 - 4) Provide all cement tile backer board, provide taping if required by manufacturer
 - 5) Provide all drywall at reception desk
 - 6) Provide bullet resistant fiberglass panels
 - 7) Provide abuse resistant drywall where noted
 - 8) Provide security mesh in gypsum board assemblies
 - 9) All drywall returns at windows/storefront/curtain wall as indicated. Separate mobilizations for this work may be required
 - 10) Provide all taping and finishing of gypsum board products. Provide level 1 finish above finished ceilings where concealed from view
 - 11) Provide level 5 finish at the following locations per construction documents
 - 12) Provide all caulking of drywall assemblies to storefronts and curtain walls
 - 13) Provide coordination with MEPFP trades for penetrations in walls
 - 14) Provide all insulation unless noted otherwise including in-wall batt insulation, blown-in insulation and spray insulation
 - 15) Provide vapor barrier at building exterior walls
 - 16) Provide all acoustic ceilings and associated grids
 - a) Provide ACT-1 through ACT-3
 - 17) Provide all gypsum ceilings and associated framing
 - a) Provide GB security ceilings
 - 18) Provide all soffits, bulkheads and associated framing
 - 19) Provide all wall angle, fasteners, trapeze hangers, hangers, hanger wires, hold down clips, main runners, tees, fasteners, seismic clips, etc. for a complete ceiling installation
 - 20) Provide all uni-strut for bridging as required
 - 21) Provide all stenciling and identification of rated assemblies provided under this Scope of Work
 - 22) Provide rough-ins for fire extinguisher cabinets and other Division 10 recessed items
 - 23) Provide all fasteners, corner beads, J-beads, hangers, clips, anchors, control joints, backplates, and other accessories as required for a complete installation of Items provided under this Scope of Work
 - 24) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
 - 25) Provide all survey, staking and layout as necessary to complete the bid package Scope of Work. Construction Manager will provide onsite benchmarks
 - 26) Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
 - 27) All items provided under this Scope of Work shall be provided per Contract Documents. Manufacturer's standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Architects' determination shall be final and adjustments to the contract as a result of Architects' determination shall not be

- considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.
- 28) Provide colors from manufacturer's full range if not specified. Include all cost premiums associated with providing specified colors.
 - 29) All trade packages are responsible for clean-up of areas disturbed by them during completion of their final punch list work
 - 30) All bid packages are responsible for their own daily clean-up to the dumpsters supplied
 - 31) Include all mockups as specified for your Scope of Work including removal of any non-in-situ mockups
 - 32) Provide all maintenance stock/extra materials as specified for your Scope of Work
- o. FRP/Resin Panels Protection Panels
- 1) Provide all FRP plastic protection panels where shown including panels, adhesive, and trim pieces per Contract Documents
- p. Flooring & Tile Package
- 1) Provide all carpet where shown
 - 2) Provide all walk off carpet
 - 3) Provide all luxury vinyl tile where shown
 - 4) Provide all rubber Tile
 - 5) Provide all static dissipative tile
 - 6) Provide all resilient base where shown including locations where base is shown but flooring is provided by others (such as sealed concrete)
 - 7) Provide all transitions including transitions from tile to other flooring systems
 - 8) Provide all floor and wall tile including all tile cove base and tile backsplashes. Provide grout as specified for all tile work.
 - 9) Provide grout sealer
 - 10) Provide crack isolation membrane with full coverage under floor tile
 - 11) Provide all schluter trims at exposed tile edges
 - 12) Provide all cleaning and removal of grout and setting materials from face of tile upon install completion
 - 13) Provide all floor expansion joints as required for this Scope of Work
 - 14) Provide all required minor floor preparation as necessary to prepare for flooring installation, including filling saw cuts in slabs (control joints) with specified material, filling construction joints and nail holes in slabs with specified material, filling column diamond box outs with specified material, and minor leveling and grinding. Include sweeping and cleaning flooring areas prior to floor installation.
 - 15) Provide moisture testing as required per manufacturer instructions prior to installation; provide results to the Construction Manger in writing
 - 16) This Contractor is advised that a moisture vapor reducing admixture (MVRA) will be used in all slabs that are specified to receive resilient. This Contractor shall coordinate with admixture manufacture to confirm compatability of specified flooring and adhesives with the proposed MVRA. MVRA manufacture shall hold the flooring warranty
 - 17) Provide all miscellaneous accessories including resilient or aluminum edge/transition strips, reducers, adhesives, mastics, leveling compounds, setting materials, primers, leveling and patching compounds, and other accessories for a complete installation
 - 18) Provide all joint sealants to complete this Scope of Work. Includes caulking to all adjacent materials as required.
 - 19) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
 - 20) Provide all survey and layout as necessary to complete the bid package Scope of Work.

- 21) Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
 - 22) Install flooring per the manufacturer's recommendations to maintain all warranties. Notify Construction Manager if manufacturer's recommendations conflict with any contract document provisions
 - 23) All items provided under this Scope of Work shall be provided per Contract Documents. Manufacturer's standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Architects' determination shall be final and adjustments to the contract as a result of Architects' determination shall not be considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.
 - 24) Provide colors from manufacturer's full range if not specified. Include all cost premiums associated with providing specified colors.
 - 25) All trade packages are responsible for clean-up of areas disturbed by them during completion of their final punch list work
 - 26) All bid packages are responsible for their own daily clean-up to the dumpsters supplied
 - 27) Include all mockups as specified for your Scope of Work including removal of any non-in-situ mockups
 - 28) Provide all maintenance stock/extra materials as specified for your Scope of Work
 - 29) This contractor shall be required to inspect all flooring prior to installation, for any areas that are deemed by this contractor to require excessive floor prep, notify the Construction Manager in writing before doing the work. Floor prep done without CORE's approval will not be entitled to additional compensation
- q. Epoxy Flooring
- 1) Provide all epoxy flooring with integral cove base per Contract Documents
 - 2) Provide floor preparation as necessary to install epoxy floor on concrete subfloor containing moisture reducing admixture including light shot blast (brush blast) of concrete subfloor
 - 3) Provide all cleaning and caulking of joints, sealants, transition strips, and attic stock as required.
 - 4) Provide all required, minor floor preparation as necessary to prepare for flooring installation, including machine scrub, filling saw cuts in slabs (control joints) with specified material, filling construction joints and nail holes in slabs with specified material, filling column diamond box outs with specified material, and minor leveling and grinding. Include sweeping and cleaning of flooring areas prior to flooring installation
 - 5) If Subcontractor determines an area requires excessive floor prep, written notification to the Contractor (and written approval from the Contractor) is required before proceeding with the additional floor prep work. Extra floor prep done without Contractor's prior approval is not entitled to additional compensation.
 - 6) Protect surrounding finishes as needed during installation of items under this Scope of Work
 - 7) Provide moisture testing as required per manufacturer instructions prior to installation; provide results to the Construction Manager in writing
 - 8) Provide colors from manufacturer's full range if not specified. Include all cost premiums associated with providing specified colors.
 - 9) All trade packages are responsible for clean-up of areas disturbed by them during completion of their final punch list work
 - 10) All bid packages are responsible for their own daily clean-up to the dumpsters supplied
 - 11) Include all mockups as specified for your Scope of Work including removal of any non-in-situ mockups

- 12) Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
 - 13) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
 - 14) Provide all survey and layout as necessary to complete the bid package Scope of Work.
- r. Painting
- 1) Provide painting of new walls, ceilings, soffits and bulkheads
 - 2) All walls and ceiling to receive one coat of primer and a minimum of two finish coats. If two finish coats do not provide adequate coverage, Contractor will furnish and install additional coats until adequate coverage is achieved.
 - 3) Include final sealer on flooring areas scheduled to received sealed concrete floors as a final finish
 - 4) Provide prepping and painting of all new hollow metal doors and frames
 - 5) Provide prepping and Painting of all exposed steel including columns, beams, bracing, steel joists and decking
 - 6) Provide Prepping and Painting of all exposed pipes, ducts, hangers,
 - 7) Provide painting of bollards
 - 8) Paint exposed millwork brackets
 - 9) Provide all joint sealants required for a complete painting package including but not limited to all caulking of hollow metal doors and frames to adjacent surfaces, caulking of drywall to adjacent surfaces, caulking of drywall to masonry, caulking of all storefront doors and windows to drywall
 - 10) Paint precast panels per contract documents
 - 11) Provide all painted floor lines
 - 12) Paint underside of mezzanine floor
- s. Signage
- 1) Provide all interior and exterior signage including dimensional letters, panel signs and medallion signage
- t. Toilet Partitions
- 1) Provide all toilet compartments and urinal screens
- u. Toilet Accessories
- 1) Provide all non-detention toilet accessories per specification and toilet accessory schedule on A600
- v. Fire Extinguishers & Cabinets
- 1) Provide all first aid cabinets
 - 2) Provide all fire extinguishers
 - 3) Provide all fire extinguisher cabinets
 - 4) Provide knox box
- w. Lockers
- 1) Provide all metal lockers including doors, padlock hasps, sloped top, number plates, coat hooks, hinges, filler panels, end panels and other accessories for a complete system.
 - 2) All lockers to be all welded construction
- x. Window Shades & Curtains
- 1) Provide window shades per project documents.
 - 2) Provide shades per materials, fabric and colors noted in interior finish schedule and specifications.
 - 3) Drive chain and chain retainer to be installed in a manner where shades are fully operational and operate without impacting one another. Final retainers install location to be confirmed with the Contractor and Architect prior to start of installation.

- 4) Provide all survey and layout as necessary to complete the bid package Scope of Work.
- 5) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
- 6) Provide colors from manufacturer's full range if not specified. Include all cost premiums associated with providing specified colors.
- y. Flagpoles
 - 1) Provide all flags poles including concrete base, excavation, backfill, setting, flags and accessories as specified and as required for a complete system
 - 2) Include engineering
- z. Kitchen Equipment
 - 1) Provide all foodservice equipment *there's no spec or drawing for food service*
- aa. Equipment
 - 1) Install and/or furnish equipment per equipment schedule on A600.
- bb. Commercial Laundry
 - 1) Install and/or furnish equipment per equipment schedule on A600
- cc. *We are not doing termite treatments*

E. Bid Package 04 – Civil Package

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 003132 Geotechnical Data
 - d. 079200 Joint Sealant [As applicable]
 - e. 311000 Site Clearing
 - f. 312000 Earth Moving [As Applicable]
 - g. 321123 Aggregate Base Courses
 - h. 330500 Common Work Results for Utilities
 - i. 331415 Site Water Distribution Piping
 - j. 334100 Storm Utility Drainage Piping
3. Alternates: See section 012300 - Alternates
4. Allowances:
 - a. Include a **\$5,5000** allowance for field tile conflict and relocation and removing unknown obstructions.
 - b. Include a **\$20,000** allowance for maintenance, regrading and dress up of temporary access roads/laydown areas as well as pavement aggregate subbase areas utilized as access/laydown areas. Include multiple mobilizations to accomplish this work.
 - c. All allowances will be for use as directed by the Construction Manager.
 - d. Any allowances listed below are independent of any items listed below in Section 5 – Scope of Work. Allowances are not intended to cover the costs of any items listed in the Scope of Work.
5. Scope of Work
 - a. Site Demolition and Earthwork
 - 1) Provide all site demolition and clearing
 - 2) Demolished items by this bid package shall not be disposed of in the General Trades dumpster
 - 3) Include all site stripping, vegetation removal and disposal
 - 4) Include all erosion control and SWPPP measures including daily maintenance for entire duration of the project and removal as directed by the Construction Manager.

Include filing out and maintaining SWPPP inspection reports for the duration of erosion control measure installation. Erosion Control includes:

- a) Silt Fence
 - b) Inlet protection/baskets for all existing and new inlets in the area of work
 - c) Temporary seeding of areas disturbed by this Contractor
 - d) Concrete Washout
 - e) Erosion Control Blankets
 - f) Ditch Checks/Straw Bales
 - g) Stabilized Construction Entrance
- 5) Include dust control measures as specified, include all temporary water costs including water connection, metering, trucking, and fees as necessary
 - 6) Provide temporary aggregate roads/laydown/parking areas as noted on site logistics plan. Final grades to be within 1 inch of final elevations
 - 7) Roads shall be a Typar or Fabric separator with 6" depth recycled/reject with 3" depth CA-6 cap. Remove temp areas at project completion and replace with final pavement/sidewalk or topsoil. Placement and removal locations and timelines only as directed by the Construction Manager.
 - 8) Where temporary roads are noted at paved locations, this Contractor may at their option either install the permanent aggregate base above the temporary road (typar, 6" recycle/3" cap) or regrade repair and final grade the permanent aggregate base immediately prior to paving installation. All specified paving grades shall be maintained. Temporary roads will be utilized for construction traffic throughout construction and final paving will be installed near the end of the project as shown on the project schedule.
 - 9) Include all site/mass excavation work including grading, compaction, subgrade preparation and all work necessary to bring site to specified grades. Provide positive drainage away from all buildings, walls, columns, and walkways
 - 10) Include stripping of topsoil at depths indicated on geotechnical report, specifications or drawings, whichever is deeper.
 - 11) Stockpile topsoil onsite separately from fill soil.
 - 12) Dispose of surplus topsoil on site by either deepening respread depths or respreading at location noted on site logistics plan
 - 13) Provide topsoil for all planting beds and islands per L101
 - 14) Include respreading topsoil to specified depths. Import additional topsoil if required
 - 15) Include buildup of building pad to subgrade using suitable fill material in lifts as specified in either geotechnical report or specifications, whichever is stricter
 - 16) Stockpile excess cut dirt separate from topsoil
 - 17) Building up berms or loose excess soil on-site
 - 18) Load, truck, haul-off and legally dispose of all unstable spoils
 - 19) Include import of suitable fill material if necessary
 - 20) Include proof rolling of structural fill areas with procedures recommended in the geotechnical report. Proof roll subgrade immediately after topsoil removal to determine field soil conditions
 - 21) Include excavation and grading for new pavement and walk areas. All backfilling of sidewalks, pavement, and curb & gutter once these areas are complete.
 - 22) Include "coring"/excavation as necessary to install aggregate base at walkways
 - 23) Provide compacted granular trench backfill where the gas service installed by others crosses paving areas
 - 24) Provide all aggregate base for walks, curbs, concrete paving and other site concrete items
 - 25) Provide all aggregate base for asphalt paving
 - 26) Provide all underslab granular for building slabs

- 27) This contractor is responsible for locating underground utilities by contracting and scheduling the local joint utility locating service prior to the execution of any earthwork, utility, and/or excavation work. All results to be provided to Construction Manager for as-built documentation purposes
 - 28) This contractor is responsible for locating all **private** underground utilities by engaging a private utility location firm prior to the execution of any earthwork, utility, and/or excavation work. All results to be provided to Construction Manager for as-built documentation purposes
 - 29) Provide all permits, fee and inspections for this Scope of Work
 - 30) All flagging and traffic control for your scope of work. Provide a right of way permit if required
 - 31) Provide and maintain tree protection. Trees to be protected with snow fence in a perimeter at least twice the diameter of the tree canopy to avoid root damage
 - 32) Include street cleaning for debris and mud tracked on streets by this Contractor's operations
 - 33) Repair or reroute all damaged or uncovered drain tiles caused by this scope of work
 - 34) This Contractor shall review the geotechnical report and comply with all requirements and recommendations
- b. Storm Sewer
- 1) Provide complete site storm system to within 5' of the building. Include all piping, structures, castings, cleanouts, flared end sections, culverts, connections, excavation, beddings, backfill and additional items as required for a complete system
 - 2) Provide compacted granular trench backfill at structural areas
 - 3) Provide Connection to existing manholes
 - 4) Provide Rip Rap at outlets/culverts
 - 5) Spoils to be hauled off-site, unless otherwise noted. Soils maybe used structural fill areas only if material complies with requirements in geotechnical report and specifications
 - 6) Provide all dewatering of rainwater as required to complete this Scope of Work.
 - 7) This Contractor shall review the geotechnical report and comply with all requirements and recommendations.
 - 8) Provide all sewer connection fees, permits and inspections
 - 9) Provide all testing as specified
- c. Sanitary Sewer
- 1) Provide complete sanitary sewer system to within 5' of the building including all piping structures, castings, cleanouts, connections, excavation, beddings, backfill and additional items as required for a complete system
 - 2) Provide compacted granular trench backfill at structural areas
 - 3) Provide Connection to existing manholes
 - 4) Spoils to be hauled off-site, unless otherwise noted. Soils maybe used structural fill areas only if material complies with requirements ins geotechnical report and specifications
 - 5) Provide all sanitary fees, permits and inspections
 - 6) Provide all testing as specified
 - 7) Provide all dewatering of rainwater as required to complete this Scope of Work.
 - 8) This Contractor shall review the geotechnical report and comply with all requirements and recommendations
- d. Water Service
- 1) Provide complete water sewer system. Water service shall be stubbed up 12" above finish floor inside the building by this contractor. Water service system includes but is not limited to all piping structures, castings, cleanouts, connections, excavation, beddings, backfill and additional items as required for a complete system

- 2) Provide compacted granular trench backfill at structural areas
- 3) Provide Connection to existing manholes
- 4) Spoils to be hauled off-site, unless otherwise noted. Soils maybe used structural fill areas only if material complies with requirements ins geotechnical report and specifications
- 5) Provide tap fees, inspections, and permits for water service
- 6) Provide all testing as specified
- 7) Provide all dewatering of rainwater as required to complete this Scope of Work.
- 8) This Contractor shall review the geotechnical report and comply with all requirements and recommendations

F. Bid Package 05 – Asphalt Paving

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 003132 Geotechnical Data
 - d. 079200 Joint Sealant [As applicable]
 - e. 321216 Asphalt Paving
3. Alternates: See section 012300 - Alternates
4. Allowances:
 - a. NA
5. Scope of Work
 - a. Provide all bituminous/asphalt paving at depths, courses, and locations per plans and specifications
 - b. Provide re-grading and repair of aggregate subbase prior asphalt installation. Aggregate base will be utilized for construction traffic and access
 - c. Provide sweeping/cleaning asphalt between courses as required
 - d. Provide verification of grades prior to installation of paving
 - e. Provide patching of existing asphalt as needed where it abuts new materials
 - f. This Contractor shall review the geotechnical report and comply with all requirements and recommendations
 - g. Aggregate base provided by civil bid package.

G. Bid Package 06 – Site Concrete

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 003132 Geotechnical Data
 - d. 079200 Joint Sealant [As applicable]
 - e. 321313 Concrete Paving
 - f. 321713 Parking Bumpers
 - g. 321723 Pavement Markings
3. Alternates: See section 012300 - Alternates

4. Allowances:
 - a. NA
 5. Scope of Work
 - a. Provide all new site concrete items including all forming, pouring, form removals, finishing, curing, admixtures, and concrete accessories as specified and necessary for a finished concrete system for the following items:
 - 1) Sidewalks
 - 2) Turndowns/Integral Curbs
 - 3) Curbs/Gutters
 - 4) Aprons
 - 5) Concrete Paving
 - 6) Dumpster Pads
 - 7) Paved Ditches/Flumes
 - 8) Provide monument sign foundations
 - 9) Provide all light poles bases including excavation and backfill
 - b. Provide curb cuts
 - c. Provide specified concrete curing and finishes
 - d. Provide all steel reinforcement, wire fabric and accessories for concrete provided under this Scope of Work
 - e. Provide new all new exterior housekeeping pads including transformer pad, generator pad, LP tank pad, etc
 - f. Provide all joint sawing.
 - g. Provide all expansion and isolation joints where shown, provide jointing at locations specified or as shown
 - h. Provide all caulking of concrete joints were specified. Clean joints prior to caulking with methods specified.
 - i. Provide doweling and epoxying into existing paving/buildings where shown
 - j. Set pipe bollards provided by others. Include excavation, concrete base, concrete filling and backfill as shown
 - k. Provide all detectable warning pads
 - l. Provide dust control measures as specified, include all temporary water costs, water connection, metering, trucking, and fees as necessary.
 - m. Load, truck, haul-off and legally dispose of all excess soil.
 - n. Provide all dewatering as it pertains to this Scope of Work.
 - o. Include coordination with Owner's Testing Representative
 - p. Include street cleaning for debris and mud tracked on streets by this Contractor's operations
 - q. This Contractor shall review the geotechnical report and comply with all requirements and recommendations
 - r. Provide all pavement markings on concrete paving. Provide pavement marking on asphalt paving if applicable.
 - s. Provide wheel stops/parking bumpers
 - t. Provide all ADA parking spot signage including concrete filled bollards, posts, and signs. Include backfill and
- H. Bid Package 07 – Building Concrete
1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
 2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 003132 Geotechnical Data

- d. 031000 Concrete Forming and Accessories
 - e. 032000 Concrete Reinforcing
 - f. 033000 Cast-in-Place Concrete
 - g. 072100 Thermal Insulation [As applicable]
 - h. 079200 Joint Sealant [As applicable]
 - i. 312000 Earth Moving [As Applicable]
3. Alternates: See section 012300 - Alternates
4. Allowances:
- a. NA
5. Scope of Work
- a. Provide all new building concrete items including all forming, pouring, form removals, finishing, curing, sealers, admixtures, and concrete accessories as specified and necessary for a finished concrete system for the following items:
 - b. Provide all foundations including all forming, pouring, bracing, shoring, anchorage, form removals/stripping, finishing, curing, and concrete accessories as specified and necessary for a finished concrete system for the following items:
 - c. Continuous Footings
 - d. Grade Beams
 - e. Foundation walls
 - f. Mat Slabs
 - g. Provide all door stoops including footings, foundation walls, isolated slabs, and aggregate fill
 - h. provide fine grading of all subgrades as required. Include verification of grades. Immediately notify the construction manager of any improper grades before installing material. Earthwork contractor to leave grades at +/- 0.1". Provide final grading of sub-grade materials as required.
 - i. Provide all excavation, benching, shoring, backfill, compaction and other earthmoving required to install items provided under this Scope of Work. Building Pad will be turned over to this Contractor "table topped" at proposed subgrade by the earthwork contractor.
 - j. All suitable soils (as determined by testing agency) are to be left onsite and placed as directed by CORE. All unsuitable spoils or excess spoils to be hauled offsite and disposed of properly.
 - k. Provide all foundation insulation including all below grade insulation at foundations and located under slabs
 - l. Provide all slabs on grade including thickened slabs
 - m. Provide vapor retarder for slab on grade. Include taping seams and penetrations as necessary
 - n. Provide Recessed slabs for showers, drains, freezer, as required
 - o. Include a moisture vapor reducing admixture (MVRA) such as vapor lock, concure or barrier 1 in all interior slabs. MVRA is required to meet schedule and allow for flooring installation. Include all additional pours, preparation prior to pouring, and additional manpower as required to properly finish flooring. The MVRA shall be required to hold the flooring warranty
 - p. Include flooring warranties, warranties to be provided by admixture manufacturer. Confirm admixture is compatible with specified flooring types. Include testing as required by admixture manufacture
 - q. Provide all slab on decks
 - r. Provide all formed form stops
 - s. Provide all interior housekeeping pads. Include all surface prep, anchor bolts and bonding agents.
 - t. This contractor shall set 1 nut per base plate to the required elevation
 - u. This Contractor shall include patching and repairs of all "honeycombed" areas, include all means and methods necessary to sufficiently consolidate concrete during concrete pours.

- v. Provide all openings and install sleeves provided by others in concrete work for other trades
- w. Provide all expansion, construction, isolation joints where shown, provide jointing at locations specified or as shown. Include all bond breakers and tooling of joints as required
- x. Provide all joint sawing.
- y. Provide all steel reinforcement, wire fabric and accessories for concrete provided under this Scope of Work
- z. Provide all caulking of concrete joints were specified. Clean joints prior to caulking with methods specified.
- aa. Provide doweling and epoxying into slabs/foundations where shown
- bb. Provide all dewatering as it pertains to this Scope of Work.
- cc. Install all embedded concrete items furnished by others including anchor bolts, steel angles, steel plates, etc
- dd. Grout base plates for steel columns
- ee. Provide asphaltic coating at columns prior to concrete pour
- ff. Provide all layout for this Scope of Work
- gg. Provide all dewatering as it pertains to this Scope of Work
- hh. Include street cleaning for debris and mud tracked on streets by this Contractor's operations
- ii. Provide repair and maintenance of erosion control measures installed by others during these scopes of work
- jj. Regrade all ruts caused by construction activities prior to placement of topsoil.
- kk. This Contractor shall review the geotechnical report and comply with all requirements and recommendations
- ll. Provide fiber mesh where shown for items provided under this Scope of Work
- mm. Provide and install rubbing of exposed finished concrete for smooth finish
- nn. "Bird Seed" aggregate shall not be permitted on site for structural backfill or other applications as this impedes site staging and logistics.

i. Bid Package 08 – Precast

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 034500 Precast Architectural Concrete
 - d. 072100 Thermal Insulation [As applicable]
 - e. 079200 Joint Sealant [As applicable]
3. Alternates: See section 012300 - Alternates
4. Allowances:
 - a. NA
5. Scope of Work
 - a. Provide all insulated and un-insulated precast wall panels per plans and specifications.
 - b. Precaster's standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Engineer's determination shall be final and adjustment to the contract as a result of engineer's determination shall not be considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.
 - c. Includes all panel reinforcement, insulation, prestressing tendons, and concrete materials required for complete fabrication.
 - d. Include all labor, rigging, hoisting, flagging, tag lines, spotters, equipment, and loose hardware as necessary for complete system erection.

- e. Include delivery, hauling permits, escorts, and freight charges as necessary for panel delivery.
- f. Include street/sidewalk permits as necessary to this contractor's work. Precaster is responsible for any permits needed to deliver their product to the site.
- g. Include layout, field measure, and pre-installation survey for this contractor's work. Benchmarks/primary control points to be provided by others.
- h. Include coordination of all openings.
- i. Includes window openings, door openings, mechanical, electrical, plumbing, fire protection, stairs, balconies, bar joists, and all structural elements.
- j. Include block-outs/sleeves for all openings 10"x10' or larger
- k. Include coordination of openings smaller than 10"x10" which are to be core drilled by the relevant trade
- l. Sleeves and block-outs to be provided by this contractor for the openings.
- m. Include shop drawings coordination with the Construction Manager and mechanical, electrical, plumbing, fire protection, steel and concrete contractors for all openings, block-outs, sleeve, cast-in items, etc. in conjunction with the project bidding and construction schedule. Refer to 00 3113a – Schedule. Such coordination cannot start until after the other bid packages are awarded. Schedule precast shop drawings and fabrication accordingly.
- n. Include treated wood blocking cast into panels as necessary for openings.
- o. Include coordination of lifting and hanging devices at hollow-core planks as well as hanger tabs per specification.
- p. Include coordination of installation for electrical conduit, boxes, fixtures, and devices that are furnished and installed by others and intended to be cast into precast panels at the precast supplier's plant. Include administrative time as necessary to facilitate the coordination of all electrical items to be cast into panels.
- q. Include furnish and installation of all bearing plates and welding plates necessary for connections to structure.
- r. Include furnish and installation of all plates embedded in precast unless noted otherwise.
 - 1) Cast in all embedded items provided by detention door supplier
- s. Include furnish only of all bearing plates and weld plates cast into concrete, masonry or other assembles (to be installed/field welded by others) necessary for connections to structure.
- t. Includes all welding and connections made for a complete installation.
- u. Include welding of items cast into precast panels to other items cast into precast panels unless noted otherwise.
- v. Include welding of all items furnished by this contractor to other items furnished by this contractor unless noted otherwise.
- w. Include all structural inserts, headers, bolts, weld plates, angles, dowels, keyways, and korolath as shown on plans and specifications.
- x. Include additional rental for temporary bracing and deadmen as needed. Install deadmen as required for panel bracing. Include removal of deadmen if required. Refer to project schedule.
- y. Include dewatering as required for this Scope of Work.
- z. Provide coatings/primers/material per specification.
- aa. Include touch up paint/galvanizing coat for items installed by this contractor caused by this contractor's work.
- bb. Include all accent bands, reveal patterns, chamfers, and edging as indicated.
- cc. Trucks cannot be staged on-site due to site constraints, schedule deliveries accordingly.
- dd. Include any temporary shoring, temporary bracing, and temporary connections as required as well as any delegated engineering required. Include removal of temporary shoring, bracing, and connections as required.
- ee. Include patching of panels from picking eyes, hoisting methods, etc.
- ff. Include panel patching at all exposed locations for a complete finish.

- gg. Include all caulking and backer rod associated with precast panels.
- hh. Include furnish and installation of grouting beneath wall panels, at hollowcore keyways and cores in hollowcore planks.
- ii. Include notched precast beams and pocket joints as indicated.
- jj. Include additional mobilization to set “leave out panels” noted on site logistics plan.
- kk. Include all submittals, mix designs, shop drawings, samples, and delegated design per the Contract Documents. Provide engineering and shop drawings signed and sealed by a licensed structural engineer in the State of Illinois.
- ll. Include embed layout drawings to be submitted one week from the date of approved shop drawings.
- mm. Include spot cleaning of concrete panels as specified. Remove all mud and dirt from panels caused from this contractor’s delivery and installation process.
- nn. Include supply, installation, and removal of crane pads if required for this contractor’s work.
- oo. Include removal of any unused materials furnished by this contractor.
- pp. Include mockups as specified. Include removal of mockups from the site once directed by the Construction Manager.
- qq. Coordination for testing as outlined in any applicable specifications.
- rr. Precast supplier/erector shall hold PCI certification levels as indicated on drawings or within any applicable specifications.
- ss. Include daily clean-up of debris, waste, dirt, dust, waste, or other Construction impediments generated by this Scope of Work to the dumpsters supplied under the General Trades Package

J. Bid Package 09 – Masonry

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 042223 Architectural Concrete Unit Masonry
 - d. 042900 Engineered Unit Masonry
 - e. 072100 Thermal Insulation [As applicable]
 - f. 079200 Joint Sealant [As applicable]
 - g. 083463 Detention Doors and Frames [As applicable]
3. Alternates: See section 012300 - Alternates
4. Allowances:
 - a. NA
5. Scope of Work
 - a. Provide all concrete block and all items necessary for a complete masonry system per the Contract Documents.
 - b. provide concrete masonry (CMU) walls including interior partitions where shown
 - c. Provide all bullnose block and soaps per the Contract Documents
 - d. Provide all reinforcing steel, ladder reinforcement, and grout in masonry walls, bond beams, and masonry lintels.
 - e. Provide all masonry accessories including, ties/anchors, clips, fasteners, and all miscellaneous accessories necessary for complete masonry systems
 - f. Provide all masonry and stone mortaring, provide mix designs per specifications. Mortar to be non-staining
 - g. Provide installation of all steel embeds, anchor bolts, fasteners, or other items embedded in masonry wall grout for connections to other assemblies. Embedded items furnished by others unless noted otherwise
 - h. Provide grouting of beam pockets in masonry walls

- i. Provide chemical clean and washdown of masonry walls as specified.
- j. Provide continuous sealant and backer rod around wall sleeves penetrating masonry items
- k. Provide neoprene bearing pads where structural components bear on masonry walls.
- l. Provide all masonry expansion joints as applicable.
- m. Install all detention and non-detention hollow metal frames at CMU openings.
- n. Provide grouting of hollow metal frames. Do not use anti-freezing agents in grout of door frames. Provide all insulation in door frames prior to grouting these frames to allow for installation of door hardware (i.e. hinges, closers, etc.)
- o. Provide asphaltic coating on hollow metal frames set by others in masonry walls.
- p. Provide the installation of lintels with a piece weight under 200 lbs. supplied by general trades.
- q. Provide field and office coordination with the Steel Fabricator and Erector, Building Concrete Contractor, Precast Supplier, Glazer, metal stud framer, and all other relevant trades.
- r. Provide temporary shoring and bracing of masonry walls as required to install items Provided in this Scope of Work
- s. Provide all layout and field measurement necessary to complete this Scope of Work.
- t. Provide coordination and scheduling of testing required for this Scope of Work with Owner's Testing and Inspection Agency
- u. For debris tracked on streets by this Contractor's operations, the contractor shall provide all street sweeping as required for maintaining clean streets and adjacent drives within 4 hours and provide flagman as necessary.
- v. Provide daily clean-up of debris, waste, dirt, dust, waste, or other Construction impediments generated by this Scope of Work to the dumpsters supplied under the BP-04 General Trades
- w. Provide clean-up of areas disturbed by this Contractor during completion of this Contractors final punch list work.
- x. Provide all portions of specification sections 07 21 00 Thermal Insulation, 07 84 13 Penetration Fireproofing, and 07 92 00 Joint Sealants as they relate to this Scope of Work.
- y. Provide masonry mockup
- z. This Contractor shall bring temporary water onsite for their operations
- aa. Include all stenciling and identification of rated assemblies provided under this Scope of Work

K. Bid Package 10 – Roofing

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 072100 Thermal Insulation [As applicable]
 - d. 072700 Air Barriers – Carlisle
 - e. 074213.16 Metal Plate Wall Panels – Dri-Design
 - f. 075323 EPDM Thermoset Single-Ply Roofing-Carlisle
 - g. 076200 Sheet Metal Flashing and Trim
 - h. 077100 Roof Specialties
 - i. 077200 Roof Accessories
 - j. 079200 Joint Sealant [As applicable]
3. Alternates: See section 012300 - Alternates
4. Allowances:
 - a. NA
5. Scope of Work

- a. Roofing
- 1) Provide complete membrane roofing system
 - 2) Provide adhered EPDM roof membrane as specified
 - 3) Provide cover board including gypsum board cover boards
 - 4) Provide roof insulation cant strips, insulation adhesive, crickets, taping, sealants for complete roof insulation system. Construct roof to achieve proper drainage and slopes as indicated by the Contract Documents. Include tapered insulation as required
 - 5) Provide all rigid insulation at the back of roof parapets.
 - 6) Provide all flashings, counter flashings, termination bars, drip edges, detailing, sealants, and other all items required for a complete watertight roof system. Provide flashing membrane up and over parapet walls.
 - 7) Provide all flash-in and patch of roofing material at/around roof penetrations/openings as well as tie-in of these openings into the rest of the roof assembly for a complete and weathertight construction.
 - 8) Provide all prefinished sheet metal copings/caps, scuppers, conductor heads, downspouts, fascias, soffits, and drip edges
 - 9) Provide walk pads/pavers and splash blocks
 - 10) Provide roof hatch with guard rail system
 - 11) Include prefabricated roof curbs for all items supplied by this Scope of Work
 - 12) Provide all anchors and fasteners necessary to complete this Scope of Work
 - 13) Provide specified manufacturer's and workmanship warranties.
 - 14) Provide temporary roofing measures required to maintain a fully watertight roof, this includes penetration/openings for skylights, roof drains, plumbing vent piping, mechanical unit curb openings, and other items that are shown on architectural, structural, and MEPFP plans. All roofs shall be weathertight at the end of each working day
 - 15) All items supplied under this Scope of Work are to be pre-finished or finished as noted in by Contract Documents. All colors to be selected from manufacturer's full range unless noted otherwise
 - 16) Include all hoisting, unloading, and transport necessary to install items provided under this Scope of Work
 - 17) Include field testing per manufacturers' requirements and Contract Documents. This includes a water test at completion of roofing prior to turnover
 - 18) Include coordination and scheduling with roofing manufacturer for field inspections
 - 19) Include all permits and licenses required for this Scope of Work
 - 20) Provide all dumpsters and daily clean-up for this Scope of Work. This Contractor shall not use the general trades dumpster.
 - 21) Provide all safety/fall protection on the roof per OSHA requirements/standards.
- b. Metal Wall Panels
- 1) Provide complete metal wall panel system
 - 2) Provide all trims, j-channels, starters, flashings, gaskets, counter flashings, z-closures, jambs, and sealants as necessary for a watertight system
 - 3) Provide all metal soffit panels
 - 4) Provide all z-gurts and furring behind metal panels
 - 5) Provide all rigid insulation behind metal panels
 - 6) Provide expansion joints were shown.
 - 7) Provide all accessories, clips, fasteners, anchors, , start track, shims, etc. for a complete installation
 - 8) Provide all joint sealants, butle tapes, urethane sealants, etc. as it pertains to your scope of work. Includes caulking between panels/materials and adjacent materials as required

- 9) Ensure all material is installed without damage. Damaged material will be sent back for repair or replacement
- 10) Ensure all metal panels are installed level and plumb
- 11) All materials are to be prefinished
- 12) Includes all required Mockups of each system to be installed for water-tightness test. Refer to 07 42 13 part 1.7
- 13) Includes all coordination with other scopes to assure water-tight details form one scope to another
- 14) re-Install meeting to be scheduled by installer prior to start of work with manufacturer rep
- 15) All materials are to be prefinished
- 16) Provide all survey and layout as necessary to complete the bid package Scope of Work.
- 17) Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
- 18) Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
- 19) Provide all scaffolding, temporary shoring, guying, supports, bracing, and additional means and methods necessary to complete the bid package Scope of Work
- 20) Include all delegated design as specified for your Scope of Work. This includes all engineering (by a licensed engineer) as well as the cost of design. Refer to 074213 part 1.4
- 21) Provide field touch up paint

c. Air Barrier

- 1) Provide all self-adhered membrane air barrier
- 2) Provide all detail coats, finish coats, drainage mats, foam board, sealant cants, reinforcing fabric, and accessories as required for complete installation.
- 3) Provide all detailing of footings and outside corners.
- 4) Provide all coats as required to obtain a seamless membrane with the specified dry film thickness.
- 5) Provide all preparation of gypsum board and plywood sheathing as necessary for air barrier installation including tapping of joints, caulking, and screw heads
- 6) Wrap air and moisture barrier around all window bucks as detailed
- 7) All adhesives, bonding agents, joint sealants, etc. are included for a complete installation.
- 8) Provide all joint and penetration flashing tape as required. Including at metal wall anchors
- 9) Provide all required fasteners per manufacturer's requirements
- 10) Provide all mock-ups and water testing as required.
- 11) Provide all lifts required for this scope of work.
- 12) Pre-installation meeting to be scheduled by installer prior to work the manufacturer rep

L. Bid Package 11 – Detention Equipment

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 055963 Detention Enclosures
 - d. 072100 Thermal Insulation [As applicable]
 - e. 079200 Joint Sealant [As applicable]

- f. 083463 Detention Doors and Frames [As applicable]
 - g. 085113 Security Windows
 - h. 086510 Exterior Detention Windows
 - i. 087163 Detention Door Hardware
 - j. 088853 Security Glazing
 - k. 095753 Security Ceiling Assemblies
 - l. 102813.63 Detention accessories
 - m. 111916 Detention Gun Lockers
 - n. 111990 Detention Cell padding
 - o. 125500 Detention Furniture
 - p. 280500 Common Work Results
 - q. 280510 Cabinets and Enclosures for Electronic Security
 - r. 281300 Access Control System
 - s. 282300 IP Video Communication System
 - t. 282350 Electronic Security Systems Network Integration
 - u. 283105 Auxiliary Control System
 - v. 284600 Fire Detection and Alarm
 - w. 284619 Security Automation System
 - x. 284620 Video Graphic User Interface System
 - y. 285123 IP Audio Communication System
3. Alternates: See section 012300 - Alternates
4. Allowances:
- a. NA
5. Scope of Work
- a. Provide all detention equipment, furnishings, and accessories
 - b. Provide all detention glass and glazing. Provide all security glazing in commercial openings if applicable.
 - c. Provide all detention bar grating and woven mesh including at mezzanine walkways and skylights
 - d. Provide all detention enclosures
 - e. Provide all detention windows
 - f. Provide all detention wall systems
 - g. Provide all cell safety padding
 - h. Provide all security electronics, including paging system, CCTV, door controls, etc
 - i. Provide all detention gun lockers
 - j. Provide all control stations
 - k. Provide all detention doors
 - l. Provide all detention door hardware
 - m. Supply and deliver all precast embeds to precaster
 - n. Provide access doors at detention areas.
 - o. Furnish and deliver all detention door frames and borrow lites for installation by Masonry bid package.
 - p. Install all detention frames where frames abut precast.
 - q. Weld and grind smooth all field welds for items installed under this scope of work.
 - r. This Contractor shall submit all required items per 01 3513.16 part 1.4. Inability to meet any requirements of this specification shall be ground for disqualification of the submitted bid.
 - s. Provide all tamper proof fasteners
 - t. All trade packages are responsible for clean-up of areas disturbed by them during completion of their final punch list work
 - u. All bid packages are responsible for their own daily clean-up to the dumpsters supplied
 - v. Provide all survey and layout as necessary to complete the bid package Scope of Work.

- w. Provide all field measuring necessary for fabrication, installation, and as-built drawings as necessary to complete the bid package Scope of Work
- x. Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
- y. Provide testing as specified for your Scope of Work
- z. Provide scheduling and coordination of any Owner third party testing agencies for all specified testing by Others pertaining to your Scope of Work
- aa. Provide all training and owner demonstration as required as specified for your Scope of Work
- bb. Provide all maintenance stock/extra materials as specified for your Scope of Work
- cc. Include all mockups as specified for your Scope of Work including removal of any non-in-situ mockups
- dd. All items provided under this Scope of Work shall be provided per Contract Documents. Manufacturer's standard details, finishes, insurance, etc. shall not be relied upon as the basis of pricing. Architects' determination shall be final and adjustments to the contract as a result of Architects' determination shall not be considered. Submit substitution and RFI requests regarding non-standard items prior to bid in compliance with section 00 2113 INSTRUCTION TO BIDDERS.

M. Bid Package 12 – Fire Protection

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 072100 Thermal Insulation [As applicable]
 - d. 079200 Joint Sealant [As applicable]
 - e. 083100 Access Door and Panels [As applicable]
 - f. 200548 Seismic Controls for MEPFTR Systems
 - g. All division 21 specifications complete
3. Alternates: See section 012300 - Alternates
4. Allowances:
 - a. NA
5. Scope of Work
 - a. Include new sprinkler system complete per Contract Documents. Systems shall meet all applicable codes. The system shall start at the last control valve on the backflow preventer.
 - b. Include all specified flow tests and hydraulic calculations.
 - c. Include engineered fire sprinkler drawings.
 - d. All new sprinkler heads to be centered in acoustical ceiling tiles or spaces shall be installed as specified. Include concealed heads as required where exposed heads will conflict with cabinets and other adjacent finishes.
 - e. Include fire department connection and piping
 - f. Include system risers with control valves, main drains, gauges, thrust blocks, flow switches, and all accessories necessary for a complete system.
 - g. Include testing, certification, and drain of system
 - h. Piping shall not be run above electrical or IT equipment at mechanical rooms and IT rooms
 - i. Include installation of all electronic flow and tamper switches. Wiring and final connection by Electrical Contractor.
 - j. Include coordinating and scheduling with all local utilities and authorities having jurisdiction. Include all trade permit and inspection fees.
 - k. Include coordination with the Owner's Commissioning Agent.

- l. Include core drilling of all openings smaller than 10"x10" in hollow core planks for penetrations necessary to complete this Scope of Work. Include sleeves for these openings.
 - m. Include cutting/patching, sleeves, and/or core drilling of all wall penetrations for this Scope of Work
 - n. Provide all labeling and identification required for this scope of work required.
 - o. Provide all layout of roof penetrations to be cut in by steel bid package
 - p. Include access doors/panels as required to access items installed under this Scope of Work.
 - q. Provide coordination drawings and include all required coordination with other MEPFP trades.
 - r. Include daily clean-up of debris, waste, dirt, dust, waste, or other Construction impediments generated by this Scope of Work to the dumpsters supplied under the General Trades bid package.
 - s. Include clean-up of areas disturbed by this Contractor during completion of this Contractors final punch list work.
- N. Bid Package 13 – Plumbing
- 1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
 - 2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 072100 Thermal Insulation [As applicable]
 - d. 079200 Joint Sealant [As applicable]
 - e. 083100 Access Door and Panels [As applicable]
 - f. 200548 Seismic Controls for MEPFTR Systems
 - g. 312000 Earth Moving [As Applicable]
 - h. All division 22 specifications complete
 - 3. Alternates: See section 012300 - Alternates
 - 4. Allowances:
 - a. NA
 - 5. Scope of Work
 - a. Provide all interior plumbing per Contract Documents.
 - b. Provide all excavation, backfill, compaction, and spoil removal for this Scope of Work. Include import of backfill material as required.
 - c. Provide dewatering for this Scope of Work
 - d. All plumbing work shall begin the blind flange stubbed up inside the building by the utility contractor.
 - e. Provide, install flush test, and certify all backflow preventers including the BFP for the fire sprinkler system.
 - f. Provide new sanitary, drain, and vent system including, support valves, and all miscellaneous accessories starting from site utility cap-off located 5' outside the building footprint for a complete system. Provide final connection to site utilities.
 - g. Provide building storm sewer system and all miscellaneous accessories starting from site utility cap-off located 5' outside the building footprint for a complete system. Provide final connection to site utilities.
 - h. Provide all gas piping starting at gas meter.
 - i. Provide all plumbing fixtures, valves, solenoid valves, pumps, sump pumps, and plumbing accessories per Contract Documents.
 - j. Provide blocking at plumbing fixtures
 - k. Provide all insulation required for this Scope of Work.
 - l. Provide condensate piping for mini-splits

- m. Provide coordinating and scheduling with all local utilities and authorities having jurisdiction. Provide all trade permit and inspection fees.
 - n. Provide all start-up and Owner Training per Contract Documents
 - o. Provide coordination with the Owner’s Commissioning Agent.
 - p. Provide all plumbing hookups and connections for equipment provided by others.
 - q. Provide core drilling of all openings smaller than 10”x10” in hollow core planks for penetrations necessary to complete this Scope of Work. Include sleeves for these openings.
 - r. Provide cutting/patching, sleeves, and/or core drilling of all wall penetrations for this Scope of Work
 - s. Provide access doors/panels as required to access items installed under this Scope of Work.
 - t. Provide coordination drawings and include all required coordination with other MEPFP trades.
 - u. Provide all layout of roof penetrations to be cut in by general trades
 - v. Provide daily clean-up of debris, waste, dirt, dust, waste, or other Construction impediments generated by this Scope of Work to the dumpsters supplied under the General Trades package.
 - w. Provide clean-up of areas disturbed by this Contractor during completion of this Contractors final punch list work.
 - x. All trade packages are responsible for clean-up of areas disturbed by them during completion of their final punch list work
 - y. Provide all labeling and identification required for this scope of work required.
 - z. Provide all survey, staking and layout as necessary to complete the bid package Scope of Work.
 - aa. Provide all field measuring necessary for fabrication, installation and as-built drawings as necessary to complete the bid package Scope of Work
 - bb. Provide all unloading, hoisting, shakeout, and material handling of items installed in the Scope of Work
 - cc. Provide testing as specified for your Scope of Work
 - dd. Provide all training and owner demonstration as required as specified for your Scope of Work
 - ee. Include coordination and scheduling of all tier subcontractors under this Scope of Work
- O. Bid Package 14 – HVAC
1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
 2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 072100 Thermal Insulation [As applicable]
 - d. 079200 Joint Sealant [As applicable]
 - e. 083100 Access Door and Panels [As applicable]
 - f. 200548 Seismic Controls for MEPFTR Systems
 - g. All division 23 specifications complete
 3. Alternates: See section 012300 - Alternates
 4. Allowances:
 - a. NA
 5. Scope of Work
 - a. Provide all heating, ventilating, air conditioning, hydronics, and temperature control work per the Contract Documents.
 - b. HVAC system and ductwork cleaning per Contract Documents.
 - c. Include rods, plates, washers, HSS/steel support, and any unistrut support for the mechanical units supports.
 - d. Provide all roof curbs and rails as required for you scope of work.

- e. Provide all Louvers including “architectural” louvers. Provide all flashings, fasteners, and sealants at louver openings.
- f. Provide all start-up, Owner training, and maintenance service per Contract Documents.
- g. Provide all manufacturer field services per Contract Documents
- h. Provide all labeling and identification required for this scope of work required.
- i. Provide all controls and programming, rough-in and wiring, certified testing, and balancing as required for a fully functioning system. Include temporary controls as needed to control units started prior to permanent network/data.
- j. Provide HVAC water treatment, including system flush and measuring as required by the Contract Documents. Include all material required for the system flush. Any alternate methods shall be approved by the design team via a Substitution Request and all associated costs (i.e. water softener, salt, etc.) shall be included.
- k. Provide extended warranties as required to meet Specifications in conjunction with the Project Schedule. Warranties shall start on the day the certificate of Substantial Completion is executed. Units to be started prior to Substantial Completion in accordance with the project schedule for startup, test and balance, and commissioning.
- l. Provide early equipment start-up as required per the Project Schedule to provide required cooling, heating, temperature, humidity control, and space acclimation for new gym floor installation.
- m. Provide all construction filters for equipment provided under this Scope of Work. Filters are to be replaced immediately prior to occupancy. Furnish, install, and maintain temporary filter media over all returns pulling air during construction.
- n. Provide all labor, rigging, hoisting, flagging, tag lines, spotters, equipment, and loose hardware as necessary for complete system installation.
- o. Provide coordinating and scheduling with all local utilities and authorities having jurisdiction. Include all trade permit and inspection fees.
- p. Provide coordination with the Owner’s Commissioning Agent.
- q. Provide all hookups and connections for equipment provided by others. Include core drilling of all openings smaller than 10”x10” in hollow core planks for penetrations necessary to complete this Scope of Work. Include sleeves for these openings.
- r. Provide all layout of roof penetrations to be cut in by steel bid package
- s. Provide cutting/patching, sleeves, and/or core drilling of all wall penetrations for this Scope of Work
- t. Provide access doors/panels as required to access items installed under this Scope of Work.
- u. Provide coordination drawings and include all required coordination with other MEPFP trades.
- v. Provide daily clean-up of debris, waste, dirt, dust, waste, or other Construction impediments generated by this Scope of Work to the dumpsters supplied under the BP-04 General Trades
- w. Include clean-up of areas disturbed by this Contractor during completion of this Contractors final punch list work.

P. Bid Package 15 – Electrical

1. Overview – Bidder shall perform a complete scope of work for this bid package in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work.
2. Applicable Specifications :
 - a. Division 00 Complete
 - b. Division 01 Complete
 - c. 072100 Thermal Insulation [As applicable]
 - d. 079200 Joint Sealant [As applicable]
 - e. 083100 Access Door and Panels [As applicable]
 - f. 200548 Seismic Controls for MEPFTR Systems

- g. All division 26 specifications complete
 - h. All division 27 specifications complete
 - i. 280500 Common Work Results [As Applicable]
 - j. 280510 Cabinets and Enclosures for Electronic Security [As Applicable]
 - k. 281300 Access Control System [As Applicable]
 - l. 282300 IP Video Communication System [As Applicable]
 - m. 282350 Electronic Security Systems Network Integration [As Applicable]
 - n. 283105 Auxiliary Control System [As Applicable]
 - o. 284600 Fire Detection and Alarm [As Applicable]
 - p. 284619 Security Automation System [As Applicable]
 - q. 284620 Video Graphic User Interface System [As Applicable]
 - r. 285123 IP Audio Communication System [As Applicable]
 - s. 312000 Earth Moving [As Applicable]
3. Alternates: See section 012300 - Alternates
4. Allowances:
- a. Include an allowance of **\$8,000** for temporary electrical usage/meter fees/charges including electrical delivery, electrical supply, taxes, and other fees incurred for temporary power during construction operations.
 - b. All allowances will be for use as directed by the Construction Manager.
 - c. Any allowances listed below are independent of any items listed below in Section 5 – Scope of Work. Allowances are not intended to cover the costs of any items listed in the Scope of Work.
5. Scope of Work
- a. This contractor shall furnish and install power, new service, lighting, panels, outlets, devices, feeders, relay panels, inverters, security, and data rough-in, breakers, feeders, site lighting, lighting controls, wire mold, power and final connections to devices and equipment supplied by others for a complete electrical scope of work.
 - b. Provide installation of bid package 1 and 2.
 - c. Provide diesel fuel for initial fueling of generator
 - d. Provide all downstream/branch-circuit panelboards from the main distribution panel
 - e. Provide all conduit and rough-in for detention security monitoring and access control items
 - f. Provide complete fire alarm system including all panels, devices, wiring and delegated design.
 - g. Include temporary power for the new building and construction trailer.
 - 1. Provide buried conduit and removal at project completion for the construction trailer.
 - 2. Include utility fees associated with setting up and deactivating temporary service.
 - 3. Include (3) three-phase temporary power connections for other trades.
 - 4. Include connections for temporary HVAC equipment.
 - 5. Furnish, install, and maintain temp lighting at all areas of construction per OSHA standards.
 - h. Electrical contractor to review all MEPFP drawings to ensure power is provided to all devices per these drawings. Steel angles and beam framing provide by steel bid package.
 - i. Provide wiring to emergency switches supplied and installed by other trades; coordinate with plumbing and mechanical contractors; reference the plumbing and mechanical drawings.
 - j. Include all excavation, backfill, compaction, and spoil removal for this Scope of Work. Include import of backfill material as required.
 - k. Include all layout and surveyor staking as required for installation of items included in this Scope of Work
 - l. include electrical control, power, and alarm conduit, and wiring for fire protection pumps and equipment.
 - m. Provide conduit for telecom per site plan
 - n. Coordinate with the low voltage contractor for final camera and access control installation and rough-in needs. Rough-in by this contractor shall align with the project specification

requirements. Refer to both the architectural plans & door hardware schedule in addition to the electrical plans, for complete access control and electrified door hardware information and locations.

- o. Include wiring and final connection to all electronic flow and tamper switches.
- p. Includes annual inspections/testing as specified
- q. Include dewatering as necessary to install items provided under this Scope of Work.
- r. Include preparation, wiring, pads, conduit, cabinets, and other electrical accessories for electrical power and telecom services as specified in the Contract Documents.
- s. Include coordinating and scheduling with all local utilities and authorities having jurisdiction. Include all trade permit and inspection fees.
- t. Include all specified start-up and Owner training.
- u. Include extended warranties as required to meet Specifications in conjunction with the Project Schedule. Warranties shall start on the day the certificate of Substantial Completion is executed. Units to be started prior to Substantial Completion in accordance with the project schedule for startup, test and balance, and commissioning.
- v. Include early equipment start-up as required per the Project Schedule to provide required cooling, heating, temperature, humidity control, and space acclimation for new gym floor installation.
- w. Include coordination with the Owner's Commissioning Agent.
- x. Include all electrical hookups and connections for equipment provided by others. Include core drilling of all openings smaller than 10"x10" in hollow core planks for penetrations necessary to complete this Scope of Work. Include sleeves for these openings.
- y. Provide all layout of roof penetrations to be cut in by steel bid package
- z. Provide all labeling and identification required for this scope of work required.
- aa. Include cutting/patching, sleeves, and/or core drilling of all wall penetrations for this Scope of Work
- bb. Include access doors/panels as required to access items installed under this Scope of Work.
- cc. Provide coordination drawings and include all required coordination with other MEPFP trades.
- dd. Include street cleaning for debris tracked on streets by this Contractor's operations.
- ee. Include daily clean-up of debris, waste, dirt, dust, waste, or other Construction impediments generated by this Scope of Work to the dumpsters supplied under the General Trades
- ff. Include clean-up of areas disturbed by this Contractor during completion of this Contractors final punch list work.

Q. WORK BY OWNER/ NOT IN CONTRACT

- 1. Bid package 1 and 2 complete
- 2. Sanitary lift station, force main, and access drive per C110 keynote 22
- 3. Gas service to proposed building.
- 4. Laboratory and field testing for concrete, masonry and steel.

END OF SECTION 01 12 00

SECTION 00 25 13 - PREBID MEETINGS

1.1 PREBID MEETING

- A. Contractor and the Architect will conduct an informal Prebid meeting as indicated below:
 - 1. Meeting Date: 3/14/2024.
 - 2. Meeting Time: 11:00 AM., local time.
 - 3. Location: An informal PreBid will be held at Betty Jane's Kitchen at 1249 N Main St, Paris, IL to answer questions and make project documents available for examination. Please enter on the south side of the building.

- B. Attendance:
 - 1. Attendance at Prebid meeting is encouraged.

END OF SECTION 00 25 13

SECTION 00 31 13 – PROJECT SCHEDULE

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide the Owner’s information for Bidders’ convenience and are intended to supplement rather than to serve in lieu of Bidders’ own investigations. They are made available for Bidders’ convenience and information but do not affect Contract Time requirements. This document and its attachments are part of the Contract Documents.
- B. Available Project information includes the following:
 - 1. See attached
- C. The project schedule, including design and construction milestones, is included in the bid documents. The Contractor’s Project Schedule is attached to this Section.
- D. Bidders are to include the following within their proposal:
 - 1. All required multiple shifts, overtime, and crew changes as required to meet the project schedule. Bidder acknowledges that a one-day duration on the schedule is equal to as many hours within the workday required to maintain the project schedule.
 - 2. Inspections must be scheduled to take place during the municipalities’ standard working hours with 72 hours advanced notice. The Subcontractor is responsible for scheduling all inspections pertaining to their scope of work; schedule inspections to ensure that the Subcontract is maintaining the project schedule.
 - 3. The Subcontractor has 72 hours from issuance of Subcontract via DocuSign to execute and return to Construction Manager in order to maintain the project schedule.
- E. Related Requirements:
 - 1. Section 01 10 00 “Summary” for phased construction requirements.

END OF SECTION 00 31 13

SECTION 00 41 23 - BID FORM

PART 1 - BID FORM

1.1 BID INFORMATION

- A. Bidding Subcontractor: _____.
- B. Project Name: Edgar County Public Safety Center
- C. Project Location: 12636 950th Road Paris, IL 61944
- D. Owner: Edgar County
- E. Architect: Klinger & Associates, PC
- F. CORE Project Number: 22-01-011
- G. Construction Manager: CORE Construction Services of Illinois, Inc.

1.2 BID PACKAGES

- A. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Klinger & Associates, PC. and the Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services for the following bid package (**check only the applicable bid package, limit 1 bid package per bid form**), **including all scheduled allowances**, necessary to complete the construction of above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- Bid Package 03 – General Trades
- Bid Package 04 – Civil Package
- Bid Package 05 – Asphalt Paving
- Bid Package 06 – Site Concrete
- Bid Package 07 – Building Concrete
- Bid Package 08 – Precast
- Bid Package 09 – Masonry
- Bid Package 10 – Roofing
- Bid Package 11 – Detention Equipment
- Bid Package 12 – Fire Protection
- Bid Package 13 – Plumbing
- Bid Package 14 – HVAC
- Bid Package 15 – Electrical

_____ Dollars (\$_____).

- B. The above base bid amount may be modified by amounts indicated by the Bidder for Alternates and Unit Prices.

- C. Bidders submitting on multiple bid packages must do so with separate bid forms for each bid package.
- D. The above base bid shall include all allowances specified for the noted bid package per section 00 24 00 Bid Packages

1.3 ALTERNATES

Alternate 1: Provide 1 bay sallyport in lieu of 2 bays
 _____ Add Dollars (\$_____)

Alternate 2: Add mobile storage shelving in records storage
 _____ Add Dollars (\$_____)

Alternate 3: Add all landscaping plantings
 _____ Add Dollars (\$_____)

Alternate 4: Remove form liner/ improved finishes on noted precast panels
 _____ Deduct Dollars (\$_____)

Refer to section 01 23 00 Alternates for additional information

1.4 UNIT PRICES

Unit Price 3a: Laborer Hours

Bid Package BP3 – General Trades

\$ Per Unit: _____ Per SF

Qty to be included: 450 HR **In base bid**

Total Allowance: _____ Dollars (\$_____)

Unit Price 3b: Carpenter Hours

Bid Package BP3 – General Trades

\$ Per Unit: _____ Per SF

Qty to be included: 50 HR **In base bid**

Total Allowance: _____ Dollars (\$_____)

Refer to section 01 22 00 Unit Prices for additional information

General trades bidder shall include the total allowance values listed above in their base bid price

1.5 VOLUNTARY COMBINATION DEDUCT

- A. The undersigned bidder may provide at their option, a voluntary deduct if the Owner accepts the following bid packages from this bidder (indicate applicable packages below):

- Bid Package 03 – General Trades
- Bid Package 04 – Civil Package
- Bid Package 05 – Asphalt Paving
- Bid Package 06 – Site Concrete
- Bid Package 07 – Building Concrete
- Bid Package 08 – Precast
- Bid Package 09 – Masonry
- Bid Package 10 – Roofing
- Bid Package 11 – Detention Equipment
- Bid Package 12 – Fire Protection
- Bid Package 13 – Plumbing
- Bid Package 14 – HVAC
- Bid Package 15 – Electrical

Deduct to the total of the base bids:

_____ Dollars (\$ - _____).

- B. The above deduct shall be applied to the total sum of the noted packages. In example:

Bid Package 1 base price = \$10
Bid Package 2 base price = \$10
Voluntary Combo Deduct = -\$2
Total combo price if base bid price 1 and 2 is accepted = \$18

- C. The deduct above should be the same on each bid package bid form submitted that comprises the combination price. In the example above, write -\$2 on the bid forms for bid package 1 and bid package 2. In the event of a conflict, the greater amount shall govern.
- D. Each bid package shall be a stand-alone price. Rejection of a voluntary combination deduct offered by a bidder shall not be the basis of an increase to any bid package's base bid price.

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, constituting 5 of the Base Bid amount above:
- B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.7 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to complete the Work of the Contract Documents as shown in the schedule in section 00 31 13 – Project Schedule.

1.8 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated _____.
- 2. Addendum No. 2, dated _____.
- 3. Addendum No. 3, dated _____.
- 4. Addendum No. 4, dated _____.
- 5. Addendum No. 5, dated _____.
- 6.

- B. Note all addenda issued. If addendum number is not applicable or was not issued for this project write "NA" or leave that line blank.

1.9 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2024.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Street Address: _____.
- G. City, State, Zip: _____.
- H. Email: _____.
- I. Phone: _____.
- J. License No.: _____.
- K. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF SECTION 00 41 23

ConsensusDocs® 706 SUBCONTRACT PERFORMANCE BOND



Constructor, CORE Construction Services of Illinois, Inc., ("Constructor") has entered into a contract with Owner, Edgar County, ("Owner") dated November 2, 2022 for the Edgar County Jail ("Project"). Constructor may also be referenced as the Construction Manager, Contractor, or General Contractor in the Subcontract Documents. Subcontractor may also be referenced as a Supplier in the Subcontract Documents.

Constructor and Subcontractor, _____, ("Subcontractor") have entered into a Subcontract Agreement ("Subcontract") dated _____ for certain portions of the work in connection with the Project consisting generally of:

_____ ("Subcontract Work"). The Subcontract is incorporated by reference into this Performance Bond ("Bond"). Surety represents that its company is lawfully authorized to conduct surety business and has obtained a certificate of authority as an insurer in the jurisdiction of the project.

By virtue of this Performance Bond ("Bond"), Subcontractor as Principal and _____ as Surety ("Surety"), are bound to Constructor as Oblige in the maximum amount of

_____ dollars (\$ _____) ("Bond Sum"). Subcontractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided in this Bond.

1. GENERAL CONDITIONS If Subcontractor provides all labor, materials, equipment furnished for use in the performance of the Subcontract Work required by the Subcontract, Surety's obligations under this Bond are null and void. Otherwise, Surety's obligations remain in full force and effect. Subject to §2, Surety waives any requirement to be notified of any such change, alteration, or extension of time made by Constructor in the Subcontract. Constructor may not invoke the provisions of this Bond unless Constructor has substantially performed its obligations pursuant to the Subcontract. Upon making a demand on this Bond, and upon election by Surety to remedy a default by Subcontractor pursuant to §3, Constructor shall make the total amount payable by Constructor to Subcontractor pursuant to the Subcontract less amounts properly paid by Constructor to Subcontractor ("Subcontract Balance") available to Surety for completion of the Subcontract Work.

2. The Bond Sum shall automatically increase with additive change orders issued to the Subcontract; provided, however, that the initial Bond Sum shall not increase more than 25 percent in the aggregate absent the Surety's written consent. If a percentage is not indicated in the preceding sentence, then the Bond Sum increase threshold to require Surety's written consent shall be twenty-five (25) percent.



Surety's refusal to consent to an increase above this threshold in the Bond Sum is not a breach of this Bond.

3. SURETY OBLIGATIONS If Constructor has declared Subcontractor in default, and has provided written notice of such default to Surety at the address set forth in §6, Surety shall, after receiving notice, immediately commence an independent investigation of the default. Such investigation shall be completed within 30 Days. If nothing is indicated above, the timeframe shall be thirty (30) Days. In the event Surety determines that (a) Subcontractor is in default, (b) Constructor is not in default, and (c) after Constructor terminates Subcontractor for cause, Surety shall either:

- (i) Complete the Subcontract Work, with the consent of Constructor, through Subcontractor;
- (ii) Enter into a takeover agreement with Constructor to undertake Subcontract Work completion;
- (iii) Arrange for the completion of the Subcontract Work by a subcontractor acceptable to Constructor and secured by performance and payment bonds equivalent to those for the Subcontract issued by a qualified surety. Surety shall make available as the Subcontract Work progresses sufficient funds to pay the cost of completion of the Subcontract Work less the Subcontract Balance up to the Bond Sum; or
- (iv) Waive its right to complete the Subcontract Work and reimburse Constructor the amount of its reasonable costs, not to exceed the Bond Sum, to complete the Subcontract Work less the Subcontract Balance.

4. SELF HELP After Constructor has provided Surety with written notice of default, and during Surety's investigation and any subsequent period before the commencement of work under §3 (i)–(iii), Constructor shall have the right, but not the obligation, to perform, correct, and supplement Subcontractor's work to the extent necessary to mitigate damages caused by the default. In such event, Constructor may deduct the reasonable costs incurred from the Subcontract Balance.

5. DISPUTE RESOLUTION Any dispute pursuant to this Bond shall be instituted in any court of competent jurisdiction in the Project location and commenced within two years after termination of Subcontractor or Substantial Completion of the Subcontract Work, whichever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall apply.

6. NOTICE Notice to Surety regarding termination or a declaration of default shall be to the following address _____,

unless such address is changed in writing. Otherwise, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service. |



This Bond is entered into as of _____.

SURETY _____

BY _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

SUBCONTRACTOR: _____

BY _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT |



ConsensusDocs® 707

SUBCONTRACT PAYMENT BOND



CORE Construction Services of Illinois, Inc., ("Constructor") has entered into a Contract with the Owner, Edgar County, ("Owner") dated November 2, 2022 for the Edgar County Jail ("Project"). Constructor may also be referenced as the Construction Manager, Contractor, or General Contractor in the subcontract documents. Subcontractor may also be referenced as a Supplier in the Subcontract Documents.

Constructor and Subcontractor, _____, ("Subcontractor") have entered into a Subcontract Agreement ("Subcontract") dated _____ for certain portions of the work in connection with the Project consisting generally of: _____ ("Subcontract Work"). The

Subcontract is incorporated by reference into this Bond.

By virtue of this Payment Bond ("Bond"), Subcontractor as Principal and _____ as Surety ("Surety"), are bound to the Constructor as Obligee in the maximum amount of _____

dollars (\$ _____) ("Bond Sum"). Subcontractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided in this Bond. Surety represents that its company is lawfully authorized to conduct surety business and has obtained a certificate of authority as an insurer in the jurisdiction of the Project.

1. GENERAL CONDITIONS If the Subcontractor promptly makes payment for all labor, materials, and equipment furnished for use in the performance of the work required by the Subcontract, Surety's obligations pursuant to this Bond are null and void. Otherwise, Surety's obligations remain in full force and effect. Surety waives any notification requirement of any change, alteration or extension of time made by Constructor in the Subcontract subject to §3.

2. SURETY OBLIGATIONS A "Claimant" is an individual or entity having a direct contract with the Subcontractor or having a contract with a subsubcontractor having a direct contract with Subcontractor to furnish labor, materials, or equipment for use in the performance of the Subcontract. A Claimant may have a right of action on this Bond if Claimant has not received full payment and sixty (60) Days has expired from when Claimant last provided or performed work or labor, or furnished the last of the materials for which said claim is made. Surety's aggregate obligation to the Claimant(s) shall not exceed the Bond Sum.



3. The Bond Sum shall automatically increase with additive change orders issued to the Subcontract; provided, however, that the initial Bond Sum shall not increase more than 25 % in the aggregate absent the Surety's written consent. If a percentage is not indicated in the preceding sentence, then the Bond Sum increase threshold to require Surety's written consent shall be twenty-five (25) percent. Surety's refusal to consent to an increase in the Bond Sum above the threshold is not a breach of this Bond.

4. As between Surety and Constructor, Surety shall have no right of subrogation of any Subcontract funds due from the Constructor to the Subcontractor on account of payments made by the Surety under this Bond until all payment bond claims have been resolved.

5. LIMITATION OF ACTION No suit or action shall be commenced on this Bond by any Claimant:

a. Unless Claimant, other than one having a direct contract with the Subcontractor, has given written notice to the Subcontractor, Constructor and Surety within sixty (60) Days after the Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which the claim is made, stating with substantial accuracy the amount claimed and the name to whom the materials were furnished, or for whom the work or labor was provided or performed. Notice shall be served by any means which provides written third-party verification of delivery to the Subcontractor, Constructor, and Surety at any place within the United States it maintains an office or conducts business, or served in any manner in which legal process may be served in the Project location.

b. One year after Claimant last provided or performed labor or furnished materials or equipment on the Project. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

c. Other than in any court of competent jurisdiction in the Project location.

6. NOTICE Notice to Surety regarding a claim shall be to the following address

_____, unless such address is changed in writing. Otherwise, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service. |

This Bond is entered into as of _____

SURETY _____

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

SUBCONTRACTOR _____

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT. |



**DUAL
OBLIGEE
RIDER**

(Concurrent Execution with
Payment and Performance
Bonds)

This Rider is executed concurrently with and shall be attached to and forms a part of Performance and Payment Bonds No. _____ (hereinafter individually referred to as "Performance Bond" or "Payment Bond", and collectively referred to as "Bonds") issued by _____, (hereinafter referred to as "Surety"), as Surety, on the _____ day of _____, _____.

WHEREAS, on or about the _____ day of _____, _____, _____ (hereinafter called the "Principal"), entered into a written agreement with _____ (hereinafter called the "Primary Oblige"e") for the construction of the _____ (hereinafter called the "Contract"); and

WHEREAS, the Primary Oblige"e has requested that the Principal and the Surety execute and deliver to said Primary Oblige"e the Bonds in connection with the Contract; and

WHEREAS, the Primary Oblige"e has requested the Principal and the Surety execute and deliver this Rider to the Primary Oblige"e concurrently with the Bonds.

NOW, THEREFORE, the undersigned hereby agree and stipulate that _____ shall be added to the Bonds as a named obligee (hereinafter referred to as "Additional Oblige"e"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Oblige"e, the Additional Oblige"e, or any of them, unless the Primary Oblige"e, the Additional Oblige"e, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Oblige"es), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Oblige"e's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Oblige"e, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Oblige"e under the Contract. At the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.

3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Oblige"es), and to persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment Bond; the Primary Oblige"e's and Additional Oblige"e's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Oblige"e and/or the Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed this _____ day of _____, _____.

(Principal)

By: _____

By: _____
, Attorney-in-Fact



SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____



601 SW Water St.
Peoria, IL 61602

T 309.404.4700

Section 00 60 00 – Subcontractor and Supplier Disclosure Form

- This form shall be submitted within 48 hours of bid opening in compliance with section 00 21 13 Instruction to bidders part 1.14 post-bid information
- Once submitted, any changes to this list must be approved in writing by CORE Construction

Subcontractor: _____

Bid Package Number/Name: _____

Work to Be performed By with Bidder's own forces:

Sub-tier subcontractors the bidder is utilizing under their bid package:

Suppliers of materials and equipment proposed for the Work:

SECTION 00 70 00 - GENERAL CONDITIONS

1.1 REFERENCED DOCUMENT

- A. The GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A201, 2017 Edition, as amended, is hereby made a part of these Bidding/Contract Documents to the same extent as if set forth herein in its entirety.
 - a. See attached
- B. Referenced document is referred to elsewhere in the Bidding/Contract Documents as the "General Conditions".
- C. These General Conditions are modified by the Supplementary Conditions contained in specification section 00 80 00 – Supplementary Conditions.
- D. Certain provisions of the General Conditions are augmented by specific information and requirements set forth in other parts of the Contract Requirements and Divisions 0 and 1 of the Specifications.
- E. The project documents and bid documents shall utilize the definitions and conditions described in the AIA A201 wherein "When the lowest, responsive and responsible Multiple Prime Contractors are identified and awarded contracts by the Owner, the award of that trade contract shall be assigned by the Owner to the Construction Manager, and each such successful bidder shall then be known as a "Subcontractor.". . . Subcontractor shall be bound to perform the Work in accordance with these AIA A201 General Conditions, as amended, which terms the Subcontractor a Contractor herein"

END OF SECTION 00 70 00

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Edgar County Jail

THE OWNER:

(Name, legal status and address)

Edgar County
115 W Court St.
Paris, IL 61944

THE CONSTRUCTION MANAGER:

(Name, legal status and address.)

CORE Construction Services of Illinois, Inc.
601 SW Water Street
Peoria, IL 61602
Ph: 309-404-4700

THE ARCHITECT:

(Name, legal status and address)

Klinger & Associates, PC
604 Liberty Street, Suite 125
Pella, IA 50219

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.

TABLE OF ARTICLES

- 1 **GENERAL PROVISIONS**
- 2 **OWNER**
- 3 **CONTRACTOR**
- 4 **ARCHITECT**
- 5 **SUBCONTRACTORS**
- 6 **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 **CHANGES IN THE WORK**
- 8 **TIME**
- 9 **PAYMENTS AND COMPLETION**

- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

Init.

/

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3****Access to Work****3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

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

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing9.4.2, 9.8.3, 12.2.1, **13.4****Additional Time, Claims for**3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6****Administration of the Contract**3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances**3.8****Applications for Payment**4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration8.3.1, 15.3.2, **15.4****ARCHITECT**

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

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

Architect, Limitations of Authority and Responsibility

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

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

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

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

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

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work**5.2****Basic Definitions****1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5****Building Information Models Use and Reliance****1.8**

Building Permit

3.7.1

Capitalization**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:02:31 CT on 10/28/2022 under Order No.2114285436 which expires on 02/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(2017748847)

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4Certificates of Insurance
9.10.2**Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1**CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of
15.1.1Claims, Notice of
1.6.2, 15.1.3**CLAIMS AND DISPUTES**3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1**Cleaning Up**
3.15, 6.3Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5**Commencement of the Work, Definition of**
8.1.2**Communications**

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder**15.4.4****CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, 6

Construction Change Directive, Definition of
7.3.1**Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2**Continuing Contract Performance**
15.1.4**Contract, Definition of****1.1.2****CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3**Contract Documents, Definition of**
1.1.1**Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of
9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of
8.1.1**CONTRACTOR****3**

Contractor, Definition of

3.1, 6.1.2**Contractor's Construction and Submittal Schedules****3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2**

Init.

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

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

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

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

Contractor's Relationship with the Architect

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

Contractor's Representations

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

Contractor's Responsibility for Those Performing the Work

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

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

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

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

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

Coordination and Correlation

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

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, 3.17

Correction of Work

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

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of

7.3.4

Costs

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

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

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

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

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

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

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

Definitions

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

Delays and Extensions of Time

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

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, 15.1.5

Employees, Contractor's

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

Equipment, Labor, or Materials

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

Execution and Progress of the Work

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

Init.

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

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

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

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

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

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

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

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

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

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS**13****Modifications, Definition of****1.1.1****Modifications to the Contract**

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

Mutual Responsibility**6.2****Nonconforming Work, Acceptance of**9.6.6, 9.9.3, **12.3****Nonconforming Work, Rejection and Correction of**
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2**Notice**

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

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1**Notice of Testing and Inspections**

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

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

OWNER**2****Owner, Definition of****2.1.1****Owner, Evidence of Financial Arrangements**

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

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

Owner's Authority

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

Owner's Insurance**11.2****Owner's Relationship with Subcontractors**

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

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up**6.3****Owner's Right to Perform Construction and to Award Separate Contracts****6.1****Owner's Right to Stop the Work****2.4****Owner's Right to Suspend the Work**

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3**Partial Occupancy or Use**9.6.6, **9.9****Patching, Cutting and**

3.14, 6.2.5

Patents

3.17

Payment, Applications for4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3**Payment, Certificates for**4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4**Payment, Failure of**9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2**Payment, Final**4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3**Payment Bond, Performance Bond and**7.3.4.4, 9.6.7, 9.10.3, **11.1.2****Payments, Progress**9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4**PAYMENTS AND COMPLETION****9****Payments to Subcontractors**

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

PCB

10.3.1

Performance Bond and Payment Bond7.3.4.4, 9.6.7, 9.10.3, **11.1.2****Permits, Fees, Notices and Compliance with Laws**

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF**10****Polychlorinated Biphenyl**

10.3.1

Product Data, Definition of**3.12.2****Product Data and Samples, Shop Drawings**3.11, **3.12**, 4.2.7**Progress and Completion**4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4**Progress Payments**9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

Project, Definition of**1.1.4****Project Representatives****4.2.10****Property Insurance****10.2.5, 11.2****Proposal Requirements****1.1.1****PROTECTION OF PERSONS AND PROPERTY****10****Regulations and Laws**

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work**4.2.6, 12.2.1****Releases and Waivers of Liens****9.3.1, 9.10.2****Representations**

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field**Conditions by Contractor****3.2, 3.12.7, 6.1.3****Review of Contractor's Submittals by Owner and Architect**

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor**3.12****Rights and Remedies**

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights**3.17****Rules and Notices for Arbitration****15.4.1****Safety of Persons and Property****10.2, 10.4****Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of**3.12.3****Samples, Shop Drawings, Product Data and****3.11, 3.12, 4.2.7****Samples at the Site, Documents and****3.11****Schedule of Values****9.2, 9.3.1****Schedules, Construction**

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of**6.1.1****Shop Drawings, Definition of****3.12.1****Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

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

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of**1.1.6****Specifications**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of**5.1.1****SUBCONTRACTORS****5****Subcontractors, Work by**

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous**10.3****Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of**9.8.1****Substitution of Subcontractors**

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of**5.1.2**

Init.

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

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

Suppliers

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

Surety

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

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

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

TIME

8

Time, Delays and Extensions of

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

Time Limits

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

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

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

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

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

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

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

Written Interpretations

4.2.11, 4.2.12

Written Orders

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

Init.

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 Construction Manager as Constructor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Project Manual, 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. Contract Documents shall also include: Advertisements or Invitations to Bid, Instructions to Bidders, Bid Forms, the Bid or Proposal executed by the Bidder, Addenda, Certificates of Insurance, and bonds included in the Project Manual, including, but not limited to Bid Bonds, Performance Bonds, and Labor and Material Payment Bonds.

Pursuant to Subparagraph 1.1.1, enumeration of Drawings, Project Manual and Addenda is as follows:

A. ADDENDA: Contract Documents will include such Addenda as may be issued during the bidding period and acknowledged in the Proposal forms.

B. PROJECT MANUAL: Refer to "Table of Contents – Bidding Requirements and Contract Documents bound hereinbefore.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Order of Precedence

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) information furnished by the Owner pursuant to Article 3 of the Agreement or Article 2 of the General Conditions of the Contract; (e) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

§ 1.1.10 Approval

The words "approved," "approved equal," or "as directed" means approved, or as accepted by, the Architect in writing.

§ 1.1.11 Construction Manager

The Construction Manager is the individual or entity identified as such in the Agreement and shall have the duties and responsibilities set forth therein.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.2.4 Should discrepancies appear among the Contract Documents or between the Contract Documents and existing conditions, the Contractor shall request an interpretation from the Architect before bidding. If the Contractor fails to make such a request, it is presumed that both provisions were included in the bid and the Architect shall determine which of the conflicting requirements shall govern. The Contractor shall perform the Work at no additional cost to the Owner in accordance with the Architect's determination. Where conflicts exist within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the more stringent or higher quality requirements shall apply. Large scale drawings shall take precedence over small scale drawings; figured dimensions on the drawings over scaled dimensions, and noted material over graphic representations.

§ 1.2.5 By executing the Contract, the Contractor acknowledges that it has satisfied itself as to the nature and location of the Work; the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads, and uncertainties of weather; ground water table or similar physical conditions of the ground; the character, quality, and quantity of all surface and sub-surface materials to be encountered; the character of equipment and facilities needed prior to and during the execution of the Work; and all other matters that can in any way affect the Work and the cost thereof under the Contract Documents.

Init.

Any failure by the Contractor to acquaint itself with all the available information concerning these conditions will not relieve the Contractor from any obligations with respect to the Contract.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon 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

Init.

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 Contractor shall confirm the location of each utility, shall excavate and dispose of each on-site utility and shall cap each off-site utility as required by the Work and as may be included in the Specifications. Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of borings made, or of the logs of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guaranty, express or implied, that the conditions indicated by such investigations, borings, logs, or information are representative of those existing throughout the Project site, or any part thereof, or that unforeseen developments may not occur. At

Init.

Owner's request, the Contractor shall make available to the Owner the results of any site investigation, test borings, analyses, studies or other tests conducted by or in possession of the Contractor or any of its agents. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the Conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface, and subsurface conditions. The Contractor shall undertake such further investigations and studies as may be necessary for useful to determine surface and subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments the Contractor agrees and acknowledges (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any structure. The Contractor shall have no claims for surface or subsurface conditions encountered which are observable from an inspection of the site or are reasonably inferred from information provided in the Contract Documents. The Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements and easements.

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Owner's right to stop the work shall not relieve the Contractor from its sole and exclusive responsibility for site safety. The Owner's exercise of the right to stop the work shall be solely for the Contractor's failure to complete the work in accordance with the Contract Documents and shall in no way be construed as placing the Owner in charge of the work or in any way responsible for site safety.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may immediately, without prejudice to other remedies the Owner may have, correct such default or neglect. In such case, an appropriate Change Order shall be issued deducting from payments then and thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and attorney's fees and compensation for the Architect's additional services made necessary by such default, neglect, or failure, as well as testing, engineering, accounting, and consulting services, costs, and expenses. If payments then or thereafter due the Contractor are not sufficient to cover such amounts and testing, at the Owner's option, the excess shall be deducted from any payment thereafter due or shall be paid by the Contractor immediately upon demand of the Owner. The Owner's actions pursuant to this subparagraph shall not operate as a release of any obligation of a surety upon its performance and labor and material payment bonds. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR**§ 3.1 General**

§ 3.1.1 All Work shall be performed by "Multiple Prime Contractors", which shall refer to persons or entities who provide construction services, materials, or equipment under contracts that are awarded by the Owner and are assigned to and administered by the Construction Manager pursuant to the Agreement. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager. When the lowest, responsive and responsible Multiple Prime Contractors are identified and awarded contracts by the Owner, the award of that trade contract shall be assigned by the Owner to the Construction Manager, and each such successful bidder shall then be known as a "Contractor." The terms "Contractor," "the Contractor," or "a Contractor" may refer to all, any one, or several of the Multiple Prime Contractors. Each Contractor acknowledges: (1) that the Owner is a direct intended third party beneficiary of each contract assigned by the Owner to Construction Manager and Contractor; (2) that notwithstanding any contract provision to the contrary, Contractor shall be bound to perform the Work in accordance with these AIA A201 General Conditions, as amended, which terms the Contractor a Contractor herein; and (3) that the Contractor is not a third party beneficiary of the AIA A133 Construction Management contract between Construction Manager and Owner. Notwithstanding the assignment by the Owner to the Construction Manager of the contracts with the Contractors, all of Owner's duties and responsibilities under this Agreement shall remain in full force and effect. 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.

§ 3.1.4 The Contractor shall see to, supervise, and assure complete performance of the Work subject to the bidding requirements of the county government in accordance with the Contract Documents.

§ 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 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover or any variance from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body, or public or quasi-public authority. The Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies, or omissions in the Contract Documents that the Contractor has reported to the Architect. If the Contractor, however, performs any Work knowing (or if the Contractor should have known) of any such errors, inconsistencies, omission or variances, and without notice to the Architect, the Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such filed measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect at once. The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect or the work installed by other contractors, is not guaranteed by the Architect or Owner. The Contractor shall, therefore, satisfy himself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by him without extra cost to the Owner.

Init.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall regularly inspect the site and work to familiarize itself with the progress and quality of the Work, and to determine for the Owner's benefit and protection if the Work is proceeding with the intent of the Contract Documents and the Construction Schedule. The Contractor shall use reasonable care to guard the Owner against defects and deficiencies in the Work and the Subcontractors' failure to carry out the Work in accordance with the Contract Documents and the Construction Schedule. The Construction Manager Will keep the Owner, the Architect and the Architect's Project Representative informed of the progress of the Work.

§ 3.3.4 The Contractor shall not be relieved of 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 other than the Contractor.

§ 3.3.5 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part therefore.

§ 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.

Init.

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section 12.2. In addition, this warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures that will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Liability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty.

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

§ 3.5.3 All Work included under this Specification unless extended elsewhere herein, shall be guaranteed against defects in material and workmanship for a period of one (1) year from the date of final acceptance of the Work as evidenced by the issuance of the Final Certificate for Payment and payment by the Owner. This guarantee and the repair and replacement obligations described in Paragraph 3.5.4 below are in addition to and not in derogation of Owner's right to bring any action for any breach of this Contract or other legal duty arising here within the full time period provided by law.

§ 3.5.4 Any defective Work or material shall be replaced or corrected to the satisfaction of the Owner immediately upon notification by the Owner at no cost to the Owner. The guarantee of repair or replacement items shall be renewed for an additional one (1) year upon the completion of the repair or replacement.

§ 3.5.5 Certain guarantees are required under various sections of the specifications. At the completion of the Work, all such guarantees covering materials, workmanship, maintenance, or other items, as specified, shall be secured from the various Subcontractors and Material Suppliers of the Contractor, and forwarded to the Architect, together with a letter addressed to the Owner summarizing the guarantees, stating the character of the Work, the Subcontractor, name of material or equipment seller, period of guarantee and conditions of guarantee.

§ 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. If sales, consumer, use and similar taxes and/or tariffs not accounted for in the Contract Sum, no matter when effective, increase the cost and/or time of the Work, the Owner hereby agrees to enter into a Change Order commensurate with said escalation to account for the full difference in the price of materials and/or time for the Work.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall, with assistance by Owner where necessary, 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.

Int.

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner, Construction Manager, and Architect of the name and qualifications of a proposed superintendent or foreman. Within 14 days of

Init.

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 foreman 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.

The Construction Manager, as soon as practicable after execution of the Agreement, 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 Construction Manager, 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 or the Construction Manager shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor or the Construction Manager 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, Construction Manager's, and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not

Init.

expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

The Construction Manager shall provide professional construction manager services, but shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Agreement.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall (and shall cause its Subcontractors) to clean the Project site on a daily basis. The final clean-up to be performed by the Contractor shall include, without limitation, washing of windows, washing of plastic laminate, cleaning of floors, dusting of surfaces, washing toilet fixtures and appliances, and removing debris from the exterior grounds.

§ 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, Construction Manager, 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, 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.

Int.

To the fullest extent permitted by law, the Construction Manager 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 Agreement, but only to the extent caused by the negligent acts or omissions of the Construction Manager, 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 Construction Manager, 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 Construction Manager, Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner, Construction Manager, 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 or the Owner and the Construction Manager 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.

Init.

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

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

§ 4.2.8 The Architect may prepare Change Orders and Construction Change Directives for the Owner's signature, but the Architect cannot order changes in the Work without the Owner's written agreement with the proposed document. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number

Int.

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, Construction Manager, and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

§ 5.5 Payments to Subcontractors by the Contractor

§ 5.5.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner or Construction Manager, as applicable, an amount equal to the percentage of completion allowed to the Contractor on account of each Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its Sub subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.1.5 The Contractor and other contractors, where Separate Contractors are employed by the Owner on the work, will not hold the Owner responsible for loss, damage and/or injury caused by any fault or negligence of such other contractors, and the respective contractors shall look to such other contractors for recovery from them for any such damage or injury. If in the performance of the work by the Contractor, or any other contractor, where Separate Contractors are employed by the Owner, and as a result of the negligence, inefficiency, delay or violation of their contract obligations with the Owner, by any Separate Contractor, if any Separate Contractor suffers any damages, that contractor may proceed directly against any Separate Contractor, and that said Separate Contractor shall pay to the contractor injured any damages as a result of the aforesaid acts together with its reasonable attorney's fees, costs and expenses in connection therewith.

§ 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

Init.

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 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, after reasonable notice to Contractor, 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 or the Owner.

§ 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.

§ 7.2.2 If a Change Order provides for an adjustment to the Contract Sum, the amount of the adjustment shall be determined as follows:

(i) if the "actual cost" in performing the Work is increased by any such change, the Contract Sum shall be increased (without duplication) so as to reflect the "actual cost" to the Contractor (or to any tier of subcontractor) in performing the Work attributable to the change plus a percentage fee for overhead and profit. For Work which is performed by the Contractor's own forces in relation to any such change, such percentage fee shall be equal to fifteen percent (15%) of the "actual cost" incurred by the Contractor for such additional Work. For Work which is performed by subcontractors in relation to any such change, the percentage fee payable to the Contractor shall be equal to five percent (5%) of the "actual cost" incurred by the Contractor for the additional Work performed by any such subcontractors. Any fee charged by any tier of subcontractor for its overhead and profit shall likewise be limited by the preceding percentages (which percentages shall similarly be applied on the basis of whether such subcontractor performs the Work with its own forces or with the personnel of a sub-subcontractor).

Init.

(ii) If the "actual cost" in performing the Work is decreased by any such change, the Contract Sum shall be decreased (without duplication) so as to reflect the "actual cost" which would have been incurred by the Contractor (or by any tier of subcontractor) in the absence of such change, plus percentages fees calculated as described in the preceding clause (i).

(iii) For purposes of this Agreement, "actual cost" shall mean and refer to the actual cost of materials, equipment and labor, and where appropriate, payments to subcontractors or sub-subcontractors.

§ 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 a Construction Change Directive provides for an adjustment to the Contract Sum,
(Paragraphs deleted)
the amount of the adjustment shall be determined as provided in Section 7.2.2.

(Paragraphs deleted)

§ 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 (excluding Contractor's overhead or fee) 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 shall 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

Init.

change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.2.4 Contractor agrees to commence Work immediately when notified by Owner or Architect, and to conduct and perform the Work continuously and with reasonable diligence in strict accordance with Owner's time schedule and the Architect's project schedule, and in accordance with Owner's and Architect's directions as to the specific Work to be commenced and completed at any particular time. Should said time schedule be changed by order of the Owner or the Architect, Contractor agrees to proceed as directed, except in case of delays caused by acts of God, or by the Owner or Architect; and to cooperate in related Work and in no manner to interfere with the Work of other contractors or of other subcontractors; and to provide, at its expense, such additional shifts and overtime necessary to meet time schedules. Inability of Contractor to complete the Work in the time provided shall, at the option of the Owner, constitute a default on the part of Contractor hereunder.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 8.3.4, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time and related overhead expenses shall be extended for such reasonable time as the Owner, Construction Manager, and Contractor mutually agree.

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

§ 8.3.3 The Contractor's sole and exclusive remedy for any such delay shall be an extension in the Contract Time.

§ 8.3.4 Adverse Weather

§ 8.3.4.1 If a Claim is made for an extension of time based upon weather delays in accordance with the Contract Documents, an extension may be granted only for the number of Adverse Weather Days in excess of the number of work days indicated in the GMP Amendment (the "Allotted Adverse Weather Days").

§ 8.3.4.2 Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the Project Site:

- (i) Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.

Init.

- (ii) Temperatures that are more severe than the monthly daily average for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
- (iii) Sustained wind in excess of twenty-five (25) m.p.h.
- (iv) Frost in the ground which prevents excavation or earthwork activities.
- (v) other weather conditions which require cessation of work by subcontractors.

§ 8.3.4.3 Adverse Weather Days may include, if appropriate, "dry-out" or "mud" days:

- (i) resulting from precipitation related days that occur beyond the Adverse Weather Days;
- (ii) only if there is a hindrance to Project site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance.

§ 8.3.4.4 Adverse Weather Days may include, if appropriate:

- (i) any weather condition that requires cessation of construction activities as required by the recommendations promulgated by OSHA or by union contracts; or
- (ii) an extension granted by the Owner, in the Owner's sole discretion, to avoid working in conditions which could have a negative impact on the Project quality.

§ 8.3.4.5 An Adverse Weather Day may be counted if adverse weather prevents the performance of Work for fifty percent (50%) or more of the Contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if the Contractor has scheduled construction activity that day.

§ 8.3.4.6 The number of actual Adverse Weather Days shall include days impacted by actual adverse weather and shall be calculated chronologically and shall be recorded as full days. If the number of actual Adverse Weather Days exceeds the Allotted Adverse Weather Days, such delay shall constitute a Delay in accordance with 8.3.1. In the event the actual Adverse Weather Days are less than the Allotted Adverse Weather Days, the excess time shall be considered time gained by the Contractor on the Project Schedule shall not be offset against any delays described in 8.3.1.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager, 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. Each Application for Payment shall include a partial unconditional lien release and waiver executed by all Subcontractors for payment for Work or materials that are the subject of the present Application for Payment.

Init.

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, by submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, any sub-subcontractors, suppliers or any other persons or entities. The Contractor shall indemnify, defend and hold harmless the Owner from and against any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, any sub-subcontractor, or anyone claiming by, through or under any of them, including the reasonable attorneys' fees, court costs and expenses of litigation incurred by Owner in defending or discharging any such claims.

§ 9.3.4 Prior to the final payment, and with the final Certificate of Payment (as prepared by the Architect), the Contractor shall provide all final Waivers of Lien as follows: The Contractor's final waiver in the full amount of its contract plus any adjustments made by change orders, etc., and final Waivers of Lien from Subcontractors and Suppliers in the full amount of their subcontractors plus any Adjustments, Bonds, Guarantees, etc., as required by the Specifications.

§ 9.3.5 Upon receiving an Application for Payment complying with this Section 9.3, the Construction Manager shall promptly submit the Application to the Architect for review and certification as set forth in Section 9.4.

§ 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 or covered by insurance or the basis of a Change Order;
- .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 not covered by insurance;
- .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.

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured.

§ 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. If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor nevertheless shall expeditiously continue to execute the Work.

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner or the Construction Manager, as the case may be, 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 or

Init.

the Construction Manager shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager, 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 or Construction Manager does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 The Work shall be deemed substantially complete when the Contractor has completed the Work other than insubstantial details of construction and mechanical adjustment (the non-completion of which does not interfere with the Owner's occupancy and utilization of the Work for the uses and purposes intended) and a certificate of occupancy has been issued by the appropriate local authority.

§ 9.8.2 When the Construction Manager determines that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Construction Manager shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure of the Construction Manager 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. The Contractor shall reimburse Owner for all Architect's fees for Additional Services necessitated by the Architect being required to make Substantial Completion inspections beyond the initial inspection.

§ 9.8.3 Upon receipt of the Construction Manager'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 Construction Manager'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

Init.

Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Contractor is responsible for the warranty of all Work, whether performed by it or its Subcontractors at any tier.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Construction Manager, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Construction Manager 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 Construction Manager considers a portion substantially complete, the Construction Manager shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Construction Manager 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 Construction Manager's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Construction Manager 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 Construction Manager'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 Construction Manager submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Construction Manager knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Contractor or Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Contractor or Subcontractor refuses to furnish a release or waiver required by the Owner, the Construction Manager may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Construction Manager shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

Init.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Construction Manager or any Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Construction Manager 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 Construction Manager 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, occupants of the building, 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

Init.

the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract documents. The contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to do business in the State of Illinois. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractors insurance policies. The insurance coverage afforded under policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the Owner. Any such insurance carried by the Owner shall be on an excess basis only, and the liability of Contractor's insurer shall not be reduced by any such Owner's insurance. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross liability and severability of interests shall exist for all coverages provided thereunder, shall be purchased and maintained from insurance companies reasonably acceptable to Owner, shall be written on an occurrence basis, and shall incorporate a provision requiring the giving of notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material alteration of such policies. Commercial General Liability, Comprehensive Automobile Liability and Worker's Compensation Insurance policies shall contain waivers of subrogation in favor of the additional insureds. Such policies shall also contain a waiver of Contractor's and Contractor's insurer's right to recover payments from Owner even if Owner is otherwise liable for an injury covered by policies. The Contractor shall promptly furnish the Owner with certificates of insurance evidencing the insurance required hereunder and shall not commence any services under this Agreement until such insurance is obtained. Except as otherwise expressly provided herein, all insurance policies required by the terms of this Paragraph 11.1 shall be kept in full force and effect until the date of final payment to Contractor for the services designated hereunder.

§ 11.1.2 Within ten (10) days of the execution of the Contract, the Contractor shall furnish a Performance Bond and a Payment Bond. The Performance bond shall be in an amount equal to One Hundred Percent (100%) of the full amount of its Contract Sum as security for the faithful performance of the Contract Documents, and the Payment Bond shall be in an amount equal to One Hundred Percent (100%) of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be in a form and with a surety acceptable to the Owner and shall not include limitation period shorter than that provided by Illinois law. The bonds shall name the Owner as Primary Co-Obligee and the Construction Manager as Dual Obligee.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor pursuant to the contract with the Owner, and shall indemnify the Owner from any liability or loss resulting to the Owner from any failure of the Contractor fully to perform each or all of said duties. The Performance Bond and the Payment Bond shall be deemed to cover all such duties.

The Performance Bond and the Payment Bond herein shall be placed with a surety company or companies having a policyholders' rating not lower than "A-" and a financial rating not lower than "XII" in Best's Insurance Guide (current edition), unless a lower rating is approved by the Owner, in writing.

Init.

All bonds shall include a specific obligation of the Surety to guarantee the faithful performance of the Contractor under the Illinois Prevailing Wage Law.

The bonds shall comply with the Public Construction Bond Act, 30 ILCS 550/1. Whenever the Contractor shall be and is declared by the Owner or Construction Manager to be in default under the Contract, the surety of the Contractor shall be responsible to make full payment to the Owner or Construction Manager for any and all extra work and accounting and other expenses incurred by the Architect and Construction Manager as a result of a Contractor's default and to pay the Owner and Construction Manager all attorney's fees in addition to paying testing, consulting, engineering, accounting and court costs incurred by Owner or Construction Manager as a result of a Contractor's default and in protecting the Owner's and Construction Manager's rights under the agreement with the Contractor to remedy the Contractor's default or honor the terms of the Performance Bond.

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall not insure nor be responsible for any loss or damage to tools, equipment or other property of any kind owned, rented or leased by the Contractor, Subcontractors, sub-subcontractors, or their respective employees or agents.

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

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

Init.

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**§ 12.1 Uncovering of Work**

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the

init.

Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at Contractor's expense after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.

If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, 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.

§ 13.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner or the Construction Manager except as specifically provided herein.

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall be in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. ("Act"). Provided, however, that the Owner shall not be deemed in violation of the Act for failure of the Construction Manager to timely distribute payment to the Contractor, where payments were made by the Owner to the Construction Manager in accordance with the Act and the Contract Documents.

Init.

§ 13.6 The Contractor agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder.

As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity provision, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service; and agrees further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and agrees further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Contractor and all of its subcontractors shall pay to any laborers, workmen and mechanics, who are employed in actual construction work on the site of the construction project, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.

Int.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**§ 14.1 Termination by the Contractor**

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, and construction equipment and machinery thereon paid for by the Owner;
- .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 all costs to the Owner of completing the Work, then upon Final Completion of the Work the Contractor shall be paid the difference between the balance of the Contract Sum and the costs to the Owner of completing the Work, less such sums as the Owner may deduct for other damages, costs,

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:02:31 CT on 10/28/2022 under Order No.2114285436 which expires on 02/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(2017748847)

liens, or other matters arising under the Contract Documents. If all costs to the Owner of completing the Work exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner immediately upon the Owner's demand. The costs to the Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial, and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completion of the Work, attorneys' fees and expenses, and any other damages, costs, and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor shall be certified by the Architect, upon application, and this obligation for payment shall survive the termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

§ 14.5 Termination by the Construction Manager

§ 14.5.1 Construction Manager shall obtain Owner's authorization before terminating any Contract pursuant to this Article 14 that has been assigned to the Construction Manager by Owner pursuant to Section 1.1.14 of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction in accordance with 8.3.4.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

Init.

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

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

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

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

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

§ 15.2.6 Either party may file for mediation of an initial decision at any time.

§ 15.2.6.1 Intentionally Deleted

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, may, by agreement of the parties to the Claim, be submitted to mediation prior to submitting such Claim for binding dispute resolution..

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

§ 15.3.3 Intentionally Deleted

Init.

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

§ 15.4 Arbitration – Intentionally Deleted

§ 15.4.1

(Paragraphs deleted)

ARTICLE 16 CONTRACTOR REPRESENTATIONS AND WARRANTIES

§ 16.1 Contractor hereby represents and warrants the following to Owner: (i) that the Contractor is authorized to do business in the State of Illinois and is properly licensed by all necessary governmental and quasi-governmental authorities having jurisdiction over the Contractor, the Work and/or the Project, and (ii) that the Contractor's execution and delivery of this Agreement, and/or its performance thereunder, is within its duly authorized powers.

§ 16.2 The Contractor shall be solely and fully responsible for any loss or theft, or damage to, the Work (including without limitation, any materials or equipment stored on or off the Project site or while in transit) and shall promptly repair or replace any such part or portion of the Work. In connection therewith, the Contractor is responsible for providing temporary weather enclosures when appropriate.

§ 16.3 The Contractor shall provide (i) all necessary refuse containers, (ii) porta-potties, (iii) temporary phone and portable water services, and temporary electrical circuits as provided in the electrical Specifications. The Contractor shall store all materials and equipment within the property lines of the Owner's property. The Contractor is also responsible for all barricades, lights, signs and security measures that may be necessary to discourage non-workers from entering the Project site. The Contractor shall immediately repair or replace any damage or loss to any public street or sidewalk and/or property of adjoining owners which is caused 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.

§ 16.4 The Contractor will complete the work in a manner that minimizes the impact on the Owner's operations and the Contractor will not (and will not permit any of its Subcontractors or sub-subcontractors) to interfere in any material way with the operation of the Owner's ordinary course of business.

ARTICLE 17 ATTORNEYS FEES IN EVENT OF BREACH

§ 17.1 In the event a party hereto files a suit in connection with this Contract or any provisions contained herein, then the party that prevails in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred in such suit.

SECTION 00 80 00 - SUPPLEMENTARY CONDITIONS

1.1 DESCRIPTION

- A. The following supplements modify, change, delete from, or add to the General Conditions as referenced. Modification of any Article, or modification or deletion of any paragraph, subparagraph, sentence, or clause thereof does not negate or change the full meaning and effect of unmodified and undeleted portions of such Articles, paragraphs, sub-paragraphs, sentences, and clauses.
- B. All provisions of the General Conditions not supplemented herein remain in full effect.

1.2 SUPPLEMENTS

A. ARTICLE 7 – CHANGES IN THE WORK

a. ADD Subparagraph 7.2.3 as follows:

In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed, above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involved over \$200.00 be approved with such itemization.

for deleted work the credit shall be the net cost.

b. ADD Subparagraph 7.2.4 as follows:

The overhead and profit charges referred to in the preceding subparagraphs 1-4 shall constitute full reimbursement for all costs of supervision, engineering, field and main office expense, premiums on insurance and bonds, small tools, incidental job burdens, etc.

If the amount of such Construction Change Directive exceeds \$10,000 (increase or decrease) or 30 days' time (increase or decrease), the Construction Change Directive must be accompanied by a Change Order Authorization form (available from the Owner) to be completed by the Contractor in accordance with Article 33E of the Illinois Criminal Code.

B. ARTICLE 9 – PAYMENTS AND COMPLETION

a. ADD Subparagraph 9.11 as follows:

For each progress payment made prior to Substantial Completion of the Work, the Construction Manager may withhold ten percent (10%) until project is 50% complete and no more than Five percent (5%) thereafter in accordance with Illinois (815 ILCS 603/20) contractor prompt payment act or as is specified in the subcontract agreement.

C. ARTICLE 11 – INSURANCE AND BONDS

a. Add the following Clause 11.1.2.1 to 11.1.2.1:

“Subcontractors shall provide insurance as specified in section 00 22 00b Sample Subcontract Attachment E - Insurance Conditions”

END OF SECTION 00 80 00



CORE CONSTRUCTION GENERAL SAFETY RULES FOR SUBCONTRACTORS

The health, welfare and safety of workers are prime objectives for all CORE projects. The following rules and regulations have been selected as a minimum standard only, as they do not cover all hazards a contractor/employee may encounter in the course of their work. These work rules in no way relieve the contractor/employee from complying with rules and regulations set forth by the client, OSHA and/or any national or local governing authority. Work as carefully as possible with the knowledge that each contractor/employee are responsible for their own safety. CONTRACTORS ARE RESPONSIBLE FOR COSTS OF ALL PPE AND HIGH VISIBILITY SHIRTS/VESTS.

1. Prior to starting work on the project, the contractor shall provide CORE with a copy of its company safety program, site-specific safety plan, safety data sheet and shall attend a preconstruction safety meeting.
2. Each contractor will be required to complete a Daily Activity Hazard Analysis (DAHA) prior to starting work on the project each day. The DAHA will describe the contractor's tasks to be completed that day, the potential hazards and exposures associated with those tasks, and the safety measures the contractor will employ to mitigate the hazards. The DAHA will be reviewed with and signed by the contractor's Foreman and all members of the contractor's crew prior to starting work. A copy of the completed and signed DAHA shall be submitted to the CORE Project Superintendent each day.
3. Hardhats shall be worn at all times by all personnel on the project site and/or the client's property with the bill in the front and the ratchet in the rear.
4. Safety glasses shall be worn at all times by all personnel on the project site and/or the client's property. Prescription safety glasses are only acceptable with side shields attached. Dark glasses are not allowed in enclosed buildings. Face shields are required when sawing, chipping, grinding, etc.
5. All personnel on the project site and/or the client's property must wear a high visibility vest, shirt, or jacket (ANSI/ISEA 107-2004 class II or greater) as their outermost garment at all times with minimum 4" sleeves. (When performing hot work, no non-flame-retardant vests shall be worn.) All personnel shall wear appropriate clothing including safety shoes and gloves when needed. No loose clothing, dangling jewelry, or shorts are permitted.
6. All personnel shall wear suitable work boots. Tennis shoes or athletic shoes are not permitted.



7. Respirators of the approved type shall be worn when dust or toxic fumes are present.
8. Appropriate hearing protection shall be worn as required by the OSHA standard.
9. The use of radios, boom boxes, tape players, CD players, iPods, MP3 players or similar devices, whether employing speakers or headsets, is not permitted on CORE jobsites. (Radios for jobsite communication are acceptable.)
10. Cell phone usage is prohibited while working, except for foremen or supervisors.
11. All accidents, injuries, and near miss incidents, regardless of severity, shall be reported to the CORE superintendent immediately. An incident report must be completed and provided to the CORE superintendent within 24 hours following the incident, injury or near miss.
12. Contractors/employees shall report all unsafe site conditions to the CORE Project Superintendent regardless of whether the contractor has the responsibility or resources to implement an appropriate corrective action.
13. Possession or use of any substance (alcohol, non-prescribed drugs, illegal drugs, or prescription/non-prescription drugs which warn of user impairment) is strictly prohibited. Anyone reporting to the job-site under the influence will be dismissed from the site.
14. Requirements for scaffolding:
 - a. Work platform shall be fully planked
 - b. Guardrails at 42" and 21" required at 6' and greater heights
 - c. Base plates always required
 - d. Ladder access to working platform must be provided
 - e. Supported scaffolds with height to base ratio greater than 4:1 will be tied off
15. Excavation and trench requirements:
 - a. Excavated material shall be kept at least 2' from edge of excavation
 - b. Excavations 4' deep or greater must have ladder for every 25' of lateral travel
 - c. Excavations 5' deep or greater must be inspected by competent person
 - d. The competent person must determine soil type and precautions necessary to protect employees from trench collapse
16. Fall protection requirements:



- a. Body harness and lanyard must be used when working from an aerial lift. Proper training is required prior to using any Fall Arrest System
 - b. Mandatory fall protection when working at heights greater than 6'
17. Extension ladders must extend 3' past the landing area and be secured at top and bottom.
18. Riding of equipment is prohibited. No person shall ride any hook, ball, hoist or other material handling equipment.
19. Power tools – powder activated tools shall only be used by trained personnel. Guarding and ground plugs (if not double insulated) must be in place.
20. All electrical devices must utilize a Ground Fault Circuit Interrupter (GFCI). All generators must utilize a GFCI, either built-in or a "pig-tail."
21. Proper certification is required to operate a forklift.
22. Pressurized Gas cylinders shall be upright when in use. During storage and transport, they must be capped and secured in an upright position.
23. Riggers and Signalers must be Qualified.
24. Good "housekeeping" shall be practiced. Avoid excess debris. All material shall be stored such that it does not pose a potential safety hazard to others working on the project.
25. No personnel shall bring dogs, cats or other animals to the project site.
26. Gambling, horseplay, wrestling, or fighting is STRICTLY PROHIBITED.
27. Damaging, mutilating, or willfully misusing equipment or tools is STRICTLY PROHIBITED.
28. Graffiti on Company/Client property is STRICTLY PROHIBITED.
29. Contractors shall promulgate and enforce all General and Site-Specific Safety Rules with all lower tier contractors and suppliers they employ.



30. CORE Construction utilizes drone technology to record video footage and aerial shots of projects. At any given point, you may be recorded, have photographs taken of you or have a drone flying over/near you while working on CORE's project site.

31. CORE **Strictly Prohibits** employees and contractors from possessing a prohibited weapon (as defined below) on jobsites, CORE's office(s), or other offices (e.g. Owner or Architect) when working on behalf of CORE; regardless of whether the person is licensed to carry the weapon or not. This policy does not restrict the rights of an employee or contractor who lawfully possesses a firearm or ammunition from transporting or storing the firearm or ammunition the employee is authorized by law to possess in a locked, privately owned motor vehicle in the parking lot, or other parking area provided for them. This policy also does not restrict the ability of police officers, security guards or other persons who have been given consent by CORE to lawfully carry a weapon on the premises.

In addition to firearms and ammunition as described above, other weapons prohibited by this policy include any form of weapon or explosive restricted under local, state or federal regulation; knives more than three inches in length; or other weapons covered by law. Legal, chemical dispensing devices, such as pepper spray, which are sold for personal protection, are excluded from this policy. CORE property covered by this policy includes, without limitation, all CORE owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways and parking lots under CORE's ownership or control. CORE jobsites covered by the policy include jobsites controlled by developers, owners, general contractors, or CORE itself.

CORE reserves the right to conduct searches of work areas and CORE owned property at its sole discretion. CORE further reserves the right to contact local authorities in the event CORE managerial or supervisory staff reasonably believe that an employee or a contractor's employee is in violation of this Policy or is a threat to the safety of him or herself or others. Searches of CORE owned property may be conducted by CORE management or local authorities.

Although Illinois state law allows an individual to keep a legally-owned and lawfully-possessed firearm locked inside their private vehicle, even when that vehicle is parked on CORE property or at a CORE jobsite, nothing else in this policy should be construed as permitting an employee or contractor employee to bring a firearm onto CORE premises or jobsite. Violations of this policy will result in disciplinary action. CORE enforces this policy consistent with applicable state law.

If an employee or contractor employee feels that their safety or the safety of others is threatened at any time, or if they witness or experience any prohibited behavior, they



have the responsibility to exercise good judgment and report such conduct immediately to CORE supervisory or management personnel.

32. CORE has a zero-tolerance policy for all behavior that is prohibited under CORE's EEO/AA, Sexual Harassment, and Workplace Violence policies. These policies apply to

CORE's employees as well as to contractors working at any of CORE's sites or properties. CORE will require the contractor to remove, from CORE's sites or properties, any of the contractor's employees found to have violated these policies. By issuing and enforcing these policies, it is the intent of CORE to ensure that, while working on CORE's sites or properties, employees, customers, vendors, and contractors never feel threatened, intimidated, or harassed by any individual's actions, presence, conduct or communication. The following are examples of behaviors and actions viewed by CORE as prohibited conduct. This list is not exhaustive, but instead should be used as general guidance. Other behaviors and actions not specifically set forth in this list may also be considered prohibited and will be dealt with accordingly.

Examples of prohibited conduct include:

- Physically assaulting another individual, including assaults of a sexual nature; • Threatening or intimidating another individual (both implied and explicit)
- Bringing unauthorized weapons onto CORE sites or properties.
- Tampering with supplies, tools, or equipment;
- Spitting on an individual;
- Urinating in an undesignated area;

Additionally, jokes, comments, references, or slurs of a sexual, racial, ethnic, religious or otherwise derogatory nature are prohibited. Furthermore, graffiti, specifically graffiti that is sexual, racial, or otherwise demeaning or derogatory to any group, and discriminatory or sexually inappropriate material or displays (e.g., stickers, clothing, or posters that depict offensive material; magazines, books, pictures or videos with sexual content) are also prohibited on CORE sites or property.

33. Progressive Discipline. Contractors/employees agree to comply with and to enforce disciplinary actions as a result of a violation of the rules contained in this section. The following is a general guideline of progressive discipline CORE /contractors shall utilize on jobsites. CORE reserves the right, in CORE's sole discretion, to determine the severity of safety violations and to accelerate discipline accordingly to maintain a safe project site.

General Violations:

First Offense: Employee receives verbal reprimand



Second Offense: Employee receives written warning. Contractor's home office is notified.
Employee must receive training before resuming work.

Third Offense: Employee will be suspended from the project site.

Fourth Offense: Employee will be permanently removed from the project site or terminated from their position with CORE Construction.

Violations Deemed Severe or Immediate Danger to Life and Health (IDLH):

First Offense: Employee receives warning. Contractor's home office is notified.
Employee must receive training before resuming work.

Second Offense: Employee may be temporarily or permanently removed from the project site.

Third Offense: Employee will be permanently removed from the project site or terminated from their position with CORE Construction.

I certify I have read the CORE General Safety Rules for Subcontractors, watched the CORE Safety Orientation video and will abide by these safety rules and regulations as well as all OSHA regulations as they pertain to my scope of work.

Printed Name: _____

Signature: _____

Company: _____

Date: _____

Hard Hat Sticker Number: _____

SECTION 00 81 00 – PROJECT SAFETY REQUIREMENTS

1.1 GENERAL

- A. Subcontractors shall comply with all requirements of the Construction Manager’s Safety Policy
- B. Subcontractors shall comply with all Owner safety requirements and campus rules.
- C. Available Project information includes the following:
- D. CORE CONSTRUCTION GENERAL SAFETY RULES FOR SUBCONTRACTORS (Site Safety Orientation)
- E. Owner’s safety requirements and campus rules.
- F. The full Construction Managers Safety Policy shall be made available upon request.

END OF SECTION 00 81 00

SECTION 00 82 50 – PREVAILING WAGE RATES

1.1 GENERAL

- A. Pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et. Seq. (“the Act’), and Public Act 86-7999 (effective January 1, 1990), these specifications list on the following pages, the prevailing rate of wages for the county where the Contract is being performed and for each craft or type of worker needed to execute the Contract.
 - 1. Wage rates may be made available upon request
- B. The Bidder is responsible for paying the current prevailing wages as determined by the Illinois Department of Labor throughout the duration of the project.
- C. Bidder shall comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination and intimidation of employees, including Executive Order #11246. Provision of said acts are hereby incorporated by reference and become a part of this Proposal and Specifications.
- D. Bidder shall comply with all provisions of the Illinois Revised Statutes, Chapter 48,39s-1, 39s-12, Prevailing Wage Law, as amended August 8, 1961. All laborers, workmen and mechanics engaged in construction will be paid not less than the "Prevailing Wage". The Bidder further agrees to post at appropriate conspicuous points at the project site, current Prevailing Rate of Wages for Construction Workers as determined by the Department of Labor.
- E. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
- F. Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project (Public Act 94-0515). Contractor is to submit certified payrolls showing conformance with the Prevailing Wage Rates with each application for payment.

- G. Certified payroll records must include for every worker employed on the public works project the following:
 - 1. Name.
 - 2. Address.
 - 3. Telephone number.
 - 4. Social Security number.
 - 5. Job classification or classifications.
 - 6. Hourly wages paid in each pay period.
 - 7. Number of hours worked each day in the pay period.
 - 8. Starting and ending times of each work day in the pay period.

- H. In addition, certified payroll records must include a statement signed by the contractor or subcontractor certifying that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing a false certified payroll is a misdemeanor crime.

- I. It is the responsibility of each firm to submit certified payrolls every month. The Construction Manager will be responsible for the submission of his own and subcontractors certified payrolls and should submit them as one package monthly to the Owner. The Construction Manager will not be liable for false information as long as the Construction Manager does not knowingly submit a false certified payroll submitted by a subcontractor.

- J. Failing to submit a certified payroll, or knowingly filing a false payroll, is a Class B misdemeanor, punishable by up to six months in jail.

- K. Certified payroll shall be submitted utilizing the form at the end of this section.

END OF SECTION 00 82 50

Certified Transcript of Payroll

IDOL Case File Number: _____ Payroll Start: _____

Payroll End: _____

Contractor and/or Subcontractor

Public Body Information

_____ (Contract Number)	_____ (Company Name)	_____ (Contact Name)
_____ (Project Number)	_____ (Street Address)	_____ (City)
_____ (Project Location)	_____ (State) _____ (Zipcode)	_____ (Telephone Number)

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number	PW	* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period	
		SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net
	N													
Labor Classification _____		Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____												
	N													
Labor Classification _____		Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____												
	N													
Labor Classification _____		Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____												

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

***PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked**

SECTION 01 10 00 - SUMMARY**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Type of Contract.
 - 3. Work covered by Contract Documents.
 - 4. Work under separate contracts.
 - 5. Access to the site.
 - 6. Coordination with occupants.
 - 7. Work restrictions.
 - 8. Specification and drawing conventions.
- B. Related Requirements:
 - 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of the Owner's facilities.

1.3 PROJECT INFORMATION

- A. **Project Identification:** Edgar County Public Safety Center
 - 1. Project Location: 12636 950th Road Paris, IL 61944
- B. **Owner:** Edgar County
115 W Court St. Paris, IL 61944
 - 1. Owner's Representative: Jeff Voigt, County Board Chair,
115 W Court St. Paris, IL 61944.
- C. **Architect:** Klinger & Associates, PC, Michael J. Fries
- D. **Architect's Consultants:** The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
- E. **Construction Manager:** CORE Construction Services of Illinois, Inc., 903 SW Water Street, Peoria, IL 61602.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. **Project Description: Project is a new 23,000 jail and public safety center on a greenfield site.**
- B. Type of Contract:
 - 1. This project will be constructed under coordinated, concurrent multiple contracts.
 - 2. See Section 00 24 00 "Bid Packages" for a description of work included under each of the multiple contracts.
 - 3. Bid Packages shall be publicly bid and awarded to the lowest responsive and responsible bidder for each package.
 - 4. When the lowest responsive and responsible bid package bidders are identified, the Owner shall be deemed to have assigned those bid package contracts to the Owner's Construction Manager, which shall enter into Subcontract agreements with each respectively awarded Bid Package bidder using a form of subcontract agreement substantially similar to that contained in 00 21 13 "Instructions to Bidders".
 - 5. By submitting its bid, the bidder shall be deemed to have consented to the aforesaid assignment and to have agreed to become an assigned Subcontractor to the Construction Manager.
 - 6. Upon assignment, the Subcontractor shall become a subcontractor of the Construction Manager pursuant to the Subcontract Agreement and, as provided by law, will no longer have any contractual rights against the Owner and shall have contractual privity only with the Construction Manager.

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with all separate Subcontractors so work on those Subcontracts may be carried out smoothly, without interfering with or delaying work under this Bid Package Subcontract or other Subcontracts. Coordinate the Work of this Bid Package Subcontract with work performed under separate Bid Package Subcontracts and other Owner Contracts.
- B. Preceding Work: The owner will award separate contract(s) for the following construction operations at the project site. Those operations are scheduled to be substantially complete before work under this Bid Package Subcontract begins.
 - 1. Refer to bid package specification
- C. Concurrent Work: The Owner will award separate contract(s) for the following construction operations at the project site. Those operations will be conducted simultaneously with work under this Bid Package Subcontract.
 - 1. Refer to bid package specification

1.6 PROJECT SCHEDULE

- 1. Refer to project schedule

1.7 STORAGE

- A. Refer to site logistics plan
- B. Schedule deliveries with the Construction Manager to minimize the use of driveways and entrances by construction operations.
- C. Schedule deliveries with the Construction Manager to minimize space and time requirements for the storage of materials and equipment on-site.

1.8 ACCESS TO SITE

- A. General: The Construction Manager shall have phased use of the project site for construction operations during the construction period. The Contractor's use of the project site is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Subcontractor shall comply with Construction Manger's site logistics plan and Schedule in order to achieve to the following requirements:
 - a. Keep all exits required by code unobstructed during construction period. Do not block exit signage
 - b. Driveways, Walkways, and Entrances: Keep driveways 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. Coordinate Activities with Construction Manager.
 - c. Keep paved driveways on Owner's property, full project site and public streets, alleys and walkways clear of earth and debris spillage from trucking and traffic involved in Subcontractor construction operations.
 - d. Condition of Existing Building: The Construction Manger intends to maintain portions of existing building affected by construction operations in a weather-tight condition throughout construction period until Substantial Completion of new building unless stated otherwise in the logistics plan and schedule. Subcontractor shall repair damage caused by their construction operations to maintain safe structure.
- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of the project site beyond areas in which the Work is indicated
- D. Protect existing site improvements and public access ways to remain: If pavements, curbs, and other site improvements to remain are damaged or defaced during Subcontractor's construction operations, the subcontractor shall repair and restore all to condition at start of construction or better.

1.9 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: The Owner will occupy the premises during the entire construction period, with the exception of areas under construction. Cooperate with the Owner and Construction Manager during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's 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 the Owner, Construction Manager, and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to the Owner of activities that will affect the Owner's operations.

1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on the use of public streets and with other requirements of authorities having jurisdiction.
 - 2. On-Site Work Hours: Limit work in the existing building to normal union working hours, Monday through Friday, except as otherwise indicated.
 - 3. Coordinate with Construction Manager regarding the scheduling of off shift working hours. Subcontractor shall provide all labor, equipment, and materials as necessary to achieve the Construction Manager's schedule.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
 - 2. Obtain the Construction Manager's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with the Owner.
 - 1. Notify Construction Manager not less than two days in advance of proposed disruptive operations.
 - 2. Obtain the Construction Manager's written permission before proceeding with disruptive operations.
 - 3. Provide applicable information regarding expected noise, sound and odor expected during subcontractor's construction activities to the Construction Manager and the authority having jurisdiction. Subcontractors shall be responsible for attaining all permits, payment of fees and scheduling of inspections. Where field measurements exceed allowable limits, the Subcontractor shall cease operating such equipment and repair or replace it with equipment that complies with requirements.
- D. Nonsmoking Building: Smoking is not permitted within the building or within **25 feet (8 m)** of entrances, operable windows, or outdoor-air intakes. Refer to Construction Manager's Safety Policy.
- E. Controlled Substances: Use of tobacco products, alcohol, and other controlled substances on the project site is not permitted. Refer to Construction Manager's Safety Policy.
- F. Employee Identification: The contractor will provide identification tags for Contractor personnel working on the Project site. Require personnel to use identification tags at all times.

1.11 PAYMENT AND RETAINAGE

- A. Refer to section 01 29 00 Payment Procedures

1.12 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by the Subcontractor to which the specification section has been assigned via the Bid package unless specifically stated otherwise.
- B. Division 00 and 01 General Requirements of Sections 00 and 01 apply to the Work of all Sections in Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 01 10 00**

SECTION 01 21 00 - ALLOWANCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain Bid Packages may contain allowances for work which may not be reasonably quantified at the time of the bid. Each Subcontractor shall include such allowances in their total bid for the associated Bid Package. Failure to include the required allowances will result in rejection of the bid and may result in forfeiture of the bid security.
 - 2. All work performed against an allowance shall be documented on a Time and Material Ticket available from the Construction Manager. Tickets for such Time and Material Work shall be completed daily and shall be turned in to the Construction Manager by 9:00 AM of the day following the day on which the work was performed. Failure to submit Tickets in a timely manner may result in rejection of any costs for work performed. Each Subcontractor shall notify the Construction Manager prior to starting any Allowance or Time and Material Work and shall subsequently notify the Construction Manager when such work has been completed
 - 3. Each Subcontractor shall submit wage rates to be used for allowances upon award of Contract. Wage rates shall only include straight time scale wages, benefits, FICA, State Unemployment, Federal Unemployment, and Workers Compensation. No other costs or mark-ups will be allowed in determining the wages used for determining allowances. Examples of costs that are not allowed include, but are not limited to, vehicles, phones, fuel, tools, vacation, overhead, bonuses, incentive pay, safety bonuses, etc.
 - 4. Allowances which remain unused at the conclusion of the project shall be credited back to the owner by deductive change order.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after the award of the Subcontract, advise the Architect and the Construction Manager of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At the Construction Manager's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for the purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for the installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in the same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 ALLOWANCES

- A. Allowance shall include the cost to the Subcontractor of specific products and materials ordered by the Owner or selected by Architect under allowance and shall include freight and delivery to the project site.
- B. Unless otherwise indicated, Subcontractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Subcontract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after the installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to the Owner's storage space as directed.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. The Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for the selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
 3. All work performed against an allowance shall be documented on a Time and Material Ticket available from the Construction Manager. Tickets for such Time and Material Work shall be completed daily and shall be turned in to the Construction Manager by 9:00 AM of the day following the day on which the work was performed. Failure to submit Tickets in a timely manner may result in rejection of any costs for work performed. Each Contractor shall notify the Construction Manager prior to starting any Allowance or Time and Material Work and shall subsequently notify the Construction Manager when such work has been completed.
 4. Each Contractor shall submit wage rates to be used for allowances upon award of Contract. Wage rates shall only include straight time scale wages, benefits, FICA, State Unemployment, Federal Unemployment, and Workers Compensation. No other costs or mark-ups will be allowed in determining the wages used for determining allowances. Examples of costs which are not allowed include, but are not limited to, vehicles, phones, fuel, tools, vacation, overhead, bonuses, incentive pay, safety bonuses, etc.
 5. Allowances which remain unused at the conclusion of the project shall be credited back to the owner by deductive change order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Refer to section 00 24 00 – BID PACKAGES for allowances required in each bid package.

END OF SECTION 01 21 00

SECTION 01 2200 - UNIT PRICES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

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

1.4 UNIT PRICE ALLOWANCES

- A. This project shall utilize unit price allowances. A base bid quantity has been noted on the bid form which shall be provided by the noted bid package bidder. Bidders shall be required to include the noted quantities for their bid package in their base bid price as an allowance. Adjustments to the subcontract Contract made by in-field measurements will be made via additive or deductive change order for the unit price listed on the bid form if the quantity of work is above or below the allowed amount.

1.5 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. The Owner and Construction Manager reserve the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. refer to section 00 24 00 BID PACKAGES for unit prices required for each bid package

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: Specification Sections referenced in the alternate schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- 1. NA

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for substitution before the bidding/negotiation/procurement phase has been completed.
- B. This section includes administrative and procedural requirements for substitution after the bidding/negotiation/procurement phase has been completed

1.3 RELATED REQUIREMENTS

- 1. Section 00 11 13 Advertisement to Bid: Prebid substitution requirements
- 2. Section 00 21 13 Instruction to Bidders
- 3. Section 00 43 25 Substitution Request Form: Prebid substitution request form (during procurement)
- 4. Section 01 21 00 Allowances: Products selected under an allowance.
- 5. Section 01 22 00 Unit Prices: Products selected under a unit price and additional unit price requirements
- 6. Section 01 23 00 Alternates: Products selected under an alternate.
- 7. Section 01 60 00 Product Requirements: Requirements for submitting comparable product submittals for products by listed manufacturers.
- 8. Section 01 31 00 Project Management and Coordination: Submittal procedures, coordination
- 9. Section 01 60 00 Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.4 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Subcontractor via the Contractor.
- B. Substitutions for Cause: Changes proposed by Contractor or Subcontractor that are required due to changed Project conditions, such as unavailability of products, regulatory changes, or unavailability of required warranty terms.
- C. Substitutions for Convenience: Changes proposed by Subcontractor, Contractor, or Owner that are not required in order to meet other Project requirements but may offer an advantage to Contractor, Subcontractor, or Owner.

1.5 SUBSTITUTION REQUESTS DURING BIDDING & PROCUREMENT

- A. Submittal Deadline and requirements: No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Architect at least 10 business days prior to the date for receipt of Bids. Such requests shall include:
 - 1. The substitution request form (CSI/CSC Form 1.5C). Refer to 00 43 25 Substitution Request Form
 - 2. All supplementary documentation as requested in this section and the request form.
- B. Limit each request to a single proposed substitution item.
- C. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- D. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- E. No substitutions will be considered subsequent to receipt of bids.
- F. Substitutions shall be considered for both Substitutions for Cause and Substitutions for Convenience
- G. Subcontractors shall not rely upon the acceptance of a substitution request for the basis of their pricing

1.6 SUBSTITUTION REQUESTS AFTER BIDDING & PROCUREMENT

- A. Substitution Requests: Submit via PROCORE utilizing appropriate forms. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Limit each request to a single proposed substitution item
 - 3. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within 2 days of receipt of a request for substitution. The Architect will notify Subcontractor through Construction Manager of acceptance or rejection of proposed substitution within 2 days of receipt of the request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if the Architect does not issue a decision on the use of a proposed substitution within the time allocated.
- B. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
- C. Substitutions shall be considered for both Substitutions for Cause and Substitutions for Convenience

1.7 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers if requested.

1.8 SUBSTITUTION REQUIREMENTS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of the need for change, but not later than 2 days prior to the time required for preparation and review of related submittals.
1. Conditions: The Architect will consider a request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record non-compliance with these requirements:
 - a. The requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. The substitution request is fully documented and properly submitted.
 - c. The requested substitution will not adversely affect the Contractor's construction schedule.
 - d. The requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. The requested substitution is compatible with other portions of the Work.
 - f. The requested substitution has been coordinated with other portions of the Work.
 - g. The Requested substitution provides the specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all (sub)contractors involved.
- B. Substitutions for Convenience: The Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at the discretion of the Architect.
1. Conditions: The architect shall consider Subcontractor's request for substitution submitted via the Contractor when the following conditions are satisfied. If the following conditions are not satisfied, the Architect shall return requests without action, except to record non-compliance with these requirements:
 - a. The requested substitution complies with the same conditions listed under part A of this section "Substitutions for Cause".
 - b. The requested substitution offers the Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - c. The requested substitution does not require extensive revisions to the Contract Documents.

1.9 SUPPLEMENTARY MATERIALS REQUIRED WITH REQUEST:

- A. All documents requested on CSI/CSC Form 1.5C and Use CSI Form 13.1A respectively
- B. SUBSTITUTION REQUESTS DURING BIDDING & PROCUREMENT
 - 1. A complete description of the proposed substitution including drawings, performance, and test data, and other information necessary for an evaluation.
 - 2. A description of changes to the Contract Documents that the proposed substitution will require for its proper installation
 - 3. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - 4. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included.
 - 5. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - 6. A statement indicating proposed substitution is expected to affect the Construction Manager's Schedule
 - 7. Note explicitly any non-compliant characteristics and deviations from contract documents.
- C. SUBSTITUTION REQUESTS AFTER BIDDING & PROCUREMENT
 - 1. A complete description of the proposed substitution including drawings, performance, and test data, and other information necessary for an evaluation.
 - 2. A description of changes to the Contract Documents that the proposed substitution will require for its proper installation
 - 3. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - 4. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included.
 - 5. Note explicitly any non-compliant characteristics and deviations from contract documents.
 - 6. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable
 - 7. Certificates and qualification data, where applicable or requested.
 - 8. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by the Owner and separate (sub)contractors, that will be necessary to accommodate proposed substitution.
 - 9. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include an annotated copy of the applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 10. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - 11. Samples, where applicable or requested.
 - 12. Certificates and qualification data, where applicable or requested.
 - 13. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners
 - 14. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated
 - 15. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.

16. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including the effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include a letter from the manufacturer, on the manufacturer's letterhead, stating the date of receipt of the purchase order, lack of availability, or delivery delays.
17. Cost information, including a proposal of change, if any, in the Contract Sum.
18. Subcontractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

1.10 BURDEN OF PROOF

- A. By submitting a substitution request, the subcontractor shall accept the burden of proof of the merit of the proposed substitution and shall certify the following as an assigned Contractor:
 1. The Subcontractor waives additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results or additional required work that may become apparent as a result of the substitution proposal.
 2. The Subcontractor shall coordinate installation and make changes to other work that may be required for the work to be complete. The proposing subcontractor shall be responsible for costs to other trades associated with this substitution request should they fail to adequately disclose changes required in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included.
 3. The Subcontractor agrees to reimburse the Owner and the Architect for review or redesign services associated with re-approval by authorities.
 4. Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
 5. The proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified product.
 6. The same warranty will be furnished for the proposed substitution as for the specified product.
 7. Same maintenance service and source of replacement parts, as applicable, is available.
 8. The proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 9. The proposed substitution does not affect dimensions and functional clearances.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 24 hours after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect within 24 hours.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than thirty days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702/CMA and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).

- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.

1.5 SUPPLIER PAYMENT

- A. Refer to section 00 22 00a Sample Purchase Agreement with Attachments

1.6 SUBCONTRACTOR PAYMENT

- A. Refer to section 00 22 00b Sample Subcontract with Attachments

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.
 - 3. Section 01 91 13 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 3 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

COORDINATION

1. Post copies of list in project meeting room in temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare, within 14 days of contract award, coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

COORDINATION

- c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Preparation Format: DWG, Version, operating in Microsoft Windows operating system.
 3. File Submittal Format: Submit or post coordination drawing files using .dwg or .rvt format (or a similar, alternate and compatible format agreed upon with the Contractor prior to starting the coordination process) and Portable Data File (PDF) format.
 4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
- C. 3-D Coordination Drawing & Meeting Process
1. From Notice of Award, the Coordinating Contractor (**Mechanical Subcontractor**) shall immediately begin Work and prepare a 3-D model of their own Scope in Navisworks, Revit or Revizto format (or a similar, alternate and compatible format agreed upon with the Contractor and all 3-D Coordination Subcontractors prior to starting the coordination process). The Coordinating Contractor shall overlay their layout with the architectural and structural backgrounds for each floor of the building, indicate bottom of structure elevations and establish an origin point. Within ten (10) working days from date of Notice of Award, the origin point file and mechanical model are to be complete in 3-D formats for distribution to Steel, Plumbing, Fire Protection and Electrical/Technology Subcontractors.
 2. Each Subcontractor is responsible for the layout of their own Work in compatible 3-D format. Within ten (10) working days of receiving the mechanical model, the Steel, Plumbing, Fire Protection and Electrical/Technology Subcontractors shall have completed their layout drawings and shall forward the compatible 3-D file of their layout to the Coordinating Contractor.
 3. Within five (5) working days, the Coordinating Contractor shall composite all other Steel and MEP/FP related trade's model files as collected and review all trades for conflicts. The Coordinating Contractor shall identify all conflicts on the coordination drawings.
 4. Thirty (30) working days from date of Notice of Award, all Subcontractors (Steel, Mechanical, Electrical, Technology, Plumbing and Fire Protection) will attend the first coordination meeting.

COORDINATION

- a. Two (2) working days prior to ALL coordination meetings, the Coordinating Contractor shall forward the complete coordinating drawings (pdf format and 3-D format) with conflicts identified to the Construction Manager and Steel, Mechanical, Plumbing, Fire Protection and Electrical/Technology Subcontractors.
 - b. The Steel, Mechanical, Plumbing, Fire Protection and Electrical/Technology Subcontractors are required to attend ALL coordination meetings. The representative(s) from each Subcontractor is required to be familiar with the Work and have the expertise and authority to answer questions and make decisions and changes to its systems at these meetings.
 - c. Subcontractors, at the meeting, will work to review and overlay the different trades to identify and resolve interferences and coordination problems.
 - d. Following the meeting, Subcontractors shall revise their 3-D layout drawings, if necessary, based upon the agreed changes and be prepared to forward revised layout drawing to the Coordinating Contractor for review within five (5) working days.
 - e. All Subcontractors will meet again within ten (10) working days of the first coordination meeting as scheduled by the Construction Manager.
5. When the 3-D coordination drawings have been fully revised with no exceptions taken by respective Subcontractors, including the Construction Manager, the Subcontractors shall sign them, indicating their awareness of, and agreement with the indicated routings, elevations, layouts, and their inter-relationship with the adjoining or continuous Work of all Project contracts. Thereafter, no unauthorized deviations from the information provided will be permitted, and if made without the knowledge or agreement of the Architect and the Construction Manager, this unauthorized Work will be subject to removal and correction at no additional cost to the Owner, Architect, Engineer, or Construction Manager.
- a. Within three (3) working Days of the signing of the 3-D coordination drawings, each Subcontractor shall provide the Construction Manager with a digital copy, in both 3-D format (.dwg, .rvt or otherwise) and Portable Data File (PDF) format, of their portion of the coordinated shop drawings for the submittal to the Architect/Engineer/Owner.
6. Information for specific trades is required but not limited to the following:
- a. Mechanical – Size, layout and routing of all metal and flex ductwork, re-heat coils, terminal units, filters, and major hangers and supports; location and sizes of all registers, grilles, diffusers, and similar features; locations of all valves, dampers, and note any items requiring access for service and maintenance as well as access doors in inaccessible ceilings. Subcontractor shall provide notation for diffuser boot sizes and heights and any other special features. Subcontractor shall provide cross sections and additional details through areas where clearances are tight and further detail as appropriate and/or required. Where piping or ductwork has external insulation, Subcontractor shall note or show locations and thickness. Subcontractor shall indicate bottom elevation of duct, pipes and equipment and elevation changes, to be measured to the lowest point including insulation and hangers where applicable.
 - b. Steel – Size, location and bottom of structure elevations of all new steel and exposed existing steel in all areas with HVAC work.
 - c. Plumbing – Size, layout and routing of piping, valves, boxes, sleeve locations, supports, etc., for all utilities regardless of material size. Show or note all pipe sizes and working clearances around valves, etc. For pitched piping, identify bottom elevations at key points and at least every column line. Note thickness and location of all external insulation. Bottom elevations shall be measured to the lowest point including hangers and insulation where applicable.

COORDINATION

- d. Sprinkler Piping – Size, layout, and routing of mains and branch piping, sleeve locations, hanger and supports, valves, working clearances, and bottom of pipe and bottom of hanger support elevations. Sprinkler head locations shall be shown. For pitched piping, identify bottom elevation at key points and at least every column line.
- e. Electrical – Size, sleeve locations, layout and routing and size of conduit and wire 1-1/2" or larger for normal power distribution systems, 1-1/2" or larger for communication systems telephone, security, etc., boxes larger than 4"x4"x4", hangers, supports, and electrical fixtures including lights, speakers, detectors, sensors, cable trays, raceways, etc. Size and clearance of ceiling and above ceiling mounted items shall be noted as a depth from finished ceiling to top of fixture or top of clear area required. Provide bottom elevations of conduits and equipment. Bottom elevation shall be measure from the lowest point, including hangers.
 - 1) Within four (4) feet of all panels, or areas where more than 4 conduits, regardless of size, are routed or grouped together, identify an easement or right-of-way for the groups of conduit.
 - 2) Also show all wall mounted items located within 12" of the ceiling plane, and show all access panels required.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - 3. Combine RFI and its attachments into a single electronic file
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

COORDINATION

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
 2. RFI's shall be submitted via PROCORE
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 2 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Contractor is responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Preconstruction conference shall be scheduled prior to work commencing

COORDINATION

1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Execution of Owner-Contractor Agreement (if applicable).
 - b. Submission of executed bonds and insurance certificates. (if applicable)
 - c. Construction schedule.
 - d. Critical work sequencing and long-lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Background checks and badging (if applicable)
 - n. Preparation of record documents.
 - o. Use of the premises and existing building.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 4. Minutes: Contractor is responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

COORDINATION

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Access.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Progress cleaning.
 - 8) Quality and work standards.
 - 9) Status of correction of deficient items.
 - 10) Field observations.
 - 11) Status of RFIs.
 - 12) Status of proposal requests.
 - 13) Pending changes.
 - 14) Status of Change Orders.
 - 15) Pending claims and disputes.
 - 16) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

COORDINATION

- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Work hours.
 - 8) Hazards and risks.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 3. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: See submittal section of project schedule in 01 33 00 for submittal requirements. Submit a schedule of submittals, arranged in chronological order by dates required by construction

schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections. Contractor to provide timeframes within 3 days of contract award.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.

4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 7 days for review of each submittal. Submittal will be returned to Construction Manager, through Architect, before being returned to Contractor.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- D. Options: Identify options requiring selection by Architect.
- E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Post electronic submittals as PDF electronic files to the Construction Manager's site as specified in the contract documents.
 - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect, through Construction Manager, will return two copies.
 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect and Construction Manager will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Standard color charts.
 - c. Statement of compliance with specified referenced standards.
 - d. Notation of coordination requirements.
 - e. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:

- a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect and Construction Manager will retain two Sample sets.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
 - 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

- A. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Approval does not authorize changes in the contractor sum or contract time unless stated by change order or construction change directive.

- | | |
|--|--|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Rejected |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Revise and Resubmit |

Review and approval are only for conformance with the information given and the design concept of the project as expressed in the contract documents. Review of submittals are not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, for substantiating instructions for the installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. Review of the contractor's submittals shall not relieve the contractor from any obligation contained in the contract documents and shall not constitute approval of any construction means, methods, techniques, sequences, or any safety precautions or procedures and shall not indicate approval of any assembly of which the item is a component.

Basalay, Cary & Alstadt Architects, Ltd.

By _____ Date _____

- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for testing and inspecting allowances.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
 - 2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.7 QUALITY CONTROL

- A. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 DEFINITIONS

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

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
4. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
5. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
6. AF&PA - American Forest & Paper Association; www.afandpa.org.
7. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
8. AIA - American Institute of Architects (The); www.aia.org.
9. AISC - American Institute of Steel Construction; www.aisc.org.
10. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
11. ANSI - American National Standards Institute; www.ansi.org.
12. APA - APA - The Engineered Wood Association; www.apawood.org.
13. APA - Architectural Precast Association; www.archprecast.org.
14. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
15. ARI - American Refrigeration Institute; (See AHRI).
16. ASCE - American Society of Civil Engineers; www.asce.org.
17. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
18. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
19. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
20. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
21. AWI - Architectural Woodwork Institute; www.awinet.org.
22. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
23. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
24. AWS - American Welding Society; www.aws.org.
25. AWWA - American Water Works Association; www.awwa.org.
26. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
27. BIA - Brick Industry Association (The); www.gobrick.com.
28. BICSI - BICSI, Inc.; www.bicsi.org.
29. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
30. CDA - Copper Development Association; www.copper.org.
31. CEA - Consumer Electronics Association; www.ce.org.
32. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
33. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
34. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
35. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
36. CPA - Composite Panel Association; www.pbmdf.com.
37. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
38. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.

39. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
40. CSI - Construction Specifications Institute (The); www.csinet.org.
41. CWC - Composite Wood Council; (See CPA).
42. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
43. DHI - Door and Hardware Institute; www.dhi.org.
44. ECA - Electronic Components Association; www.ec-central.org.
45. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
46. EIA - Electronic Industries Alliance; (See TIA).
47. FM Approvals - FM Approvals LLC; www.fmglobal.com.
48. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
49. GA - Gypsum Association; www.gypsum.org.
50. GANA - Glass Association of North America; www.glasswebsite.com.
51. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
52. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
53. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
54. IAS - International Approval Services; (See CSA).
55. ICC - International Code Council; www.iccsafe.org.
56. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
57. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
58. IESNA - Illuminating Engineering Society of North America; (See IES).
59. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
60. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
61. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
62. MPI - Master Painters Institute; www.paintinfo.com.
63. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
64. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
65. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
66. NCMA - National Concrete Masonry Association; www.ncma.org.
67. NEMA - National Electrical Manufacturers Association; www.nema.org.
68. NETA - InterNational Electrical Testing Association; www.netaworld.org.
69. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
70. NFPA - NFPA International; (See NFPA).
71. NFRC - National Fenestration Rating Council; www.nfrc.org.
72. NRCA - National Roofing Contractors Association; www.nrca.net.
73. NSPE - National Society of Professional Engineers; www.nspe.org.
74. PDI - Plumbing & Drainage Institute; www.pdionline.org.
75. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
76. RFCI - Resilient Floor Covering Institute; www.rfci.com.
77. SDI - Steel Door Institute; www.steeldoor.org.
78. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
79. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
80. SJI - Steel Joist Institute; www.steeljoist.org.
81. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
82. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
83. TMS - The Masonry Society; www.masonrysociety.org.
84. UBC - Uniform Building Code; (See ICC).
85. UL - Underwriters Laboratories Inc.; www.ul.com.
86. USGBC - U.S. Green Building Council; www.usgbc.org.

- 87. WDMA - Window & Door Manufacturers Association; www.wdma.com.
- 88. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
- 89. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

- 1. ICC - International Code Council; www.iccsafe.org.
- 2. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.
 - 2. 00 24 00 BID PACKAGES for use charge responsibility

1.3 USE CHARGES

- A. General: Installation and removal of temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction. Use Charges by owner.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- A. Regulations: Comply with industry standards and applicable laws and regulations, including, but not limited to:
 - 1. Erosion Control Plan included in these specifications.
 - 2. NPDES Permit and developed SWPPP
 - 3. Village of Gridley Erosion Control requirements

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum **36 by 60 inches (914 by 1624 mm)**.
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION**3.1 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 by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- C. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 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.
 - 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.

- C. Temporary Facility Changeover: 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 property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for products selected under an allowance.
 - 2. Section 01 23 00 "Alternates" for products selected under an alternate.
 - 3. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
 - 4. Section 01 42 00 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 5 days of receipt of request, or two days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

ASBESTOS-FREE FACILITY MATERIAL CERTIFICATION

PROJECT:
Project Name
School Name
School District
Address

I, _____, AS THE DULY AUTHORIZED REPRESENTATIVE FOR _____
CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, ALL MATERIALS INSTALLED AND USED BY THE UNDERSIGNED IN THE PROJECT
ARE FREE OF ANY LABORATORY DETECTABLE AMOUNTS OF ASBESTOS CONTAINING MATERIAL USING THE METHOD SPECIFIED IN
APPENDIX E, SUBPART E OF 40 CFR PART 763 SECTION 1, POLARIZED LIGHT MICROSCOPY. THIS CERTIFICATION INCLUDES ALL
MATERIALS INSTALLED AND USED BY THE CONTRACTOR, FOR WORK COMPLETED AS DESCRIBED BELOW:

THIS CERTIFICATION INCLUDES ALL WORK THAT WAS COMPLETED BY THE CONTRACTOR AND HIS SUBCONTRACTORS
CONDUCTED BEGINNING ON _____ AND COMPLETED ON _____.

SIGNED:

Print name

Title

Signature

Date

Name of Contractor

Type of Incorporation

Name of Other Contractor or Sub-Contractor (if necessary)

STATE OF ILLINOIS)

County of COUNTY NAME)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20__

by _____.

Notary Public

My Commission Expires:

SECTION 01 73 00 - EXECUTION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for limits on use of Project site.
 - 2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
 - 3. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.
 - 4. Section 07 84 13 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and

- support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 91 13 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for progress cleaning of Project site.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 ACTION SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.

- b. Date.
- c. Name of Architect and Construction Manager.
- d. Name of Contractor.
- e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom clean in unoccupied spaces.
- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
- n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- o. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Product maintenance manuals.
 - 4. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Section 01 91 13 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer Comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
- 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
- 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
- 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
- 1. Subject matter included in manual.
 - 2. Name and address of Project.

3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- C. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.

- D. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- E. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for final property survey.
 - 2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

- D. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Details not on the original Contract Drawings.
 - l. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.

2. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 01 33 00 "Submittal Procedures" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Construction Manager.
 - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.
 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 01 78 39