

SPECIFICATIONS

FOR

TERRE HAUTE REGIONAL AIRPORT
ISU FLIGHT ACADEMY BUILDING
520 SOUTH AIRPORT STREET
TERRE HAUTE, INDIANA 47803

BUILDING RE-ROOF PROJECT

MICHAEL R. WALDBIESER



ENGINEERING & CONSULTING, INC.
STRUCTURAL, PLUMBING, MECHANICAL, & ELECTRICAL DESIGN



SYCAMORE BUILDING
19 SOUTH 6th STREET, SUITE 804
TERRE HAUTE, INDIANA 47807

PHONE: (812) 232-6510
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Michael R. Waldbieser

SET NO. _____

April 23, 2020

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NOTICE TO BIDDERS
TERRE HAUTE REGIONAL AIRPORT – ISU FLIGHT ACADEMY BUILDING
BUILDING RE-ROOF PROJECT
520 SOUTH AIRPORT STREET, TERRE HAUTE, INDIANA 47803

Notice is hereby given that sealed bids will be received

By: Terre Haute Regional Airport
581 South Airport Street
Terre Haute, Indiana 47803

For: Terre Haute Regional Airport
ISU Flight Academy Building
520 South Airport Street
Terre Haute, Indiana 47803
Building Re-Roof Project

At: Terre Haute Regional Airport
581 South Airport Street
2nd Floor Director of Operations Office
Terre Haute, Indiana 47803

Until: 2:00 p.m. local time
Wednesday May 27, 2020
Bids received after that time will be returned unopened.

Pre-Bid Meeting: Terre Haute Regional Airport
581 South Airport Street
Terre Haute, Indiana 47803
10:00 A.m. local time
Wednesday May 13th, 2020

Bid opening: Bids will be publicly opened

Bid Documents: Bid documents will be available for distribution on
May 04, 2020

The Owner will receive sealed bids for bid packages as listed in the contract documents.

NOTICE TO BIDDERS
TERRE HAUTE REGIONAL AIRPORT – ISU FLIGHT ACADEMY BUILDING
BUILDING RE-ROOF PROJECT
520 SOUTH AIRPORT STREET, TERRE HAUTE, INDIANA 47803

Bids shall be executed on the forms provided. Bids shall be delivered in a sealed opaque envelope showing the Bidder's name, address, and marked:

Terre Haute Regional Airport
ISU Flight Academy Building
520 South Airport Street
Terre Haute, Indiana 47803
Building Re-Roof Project

Each bid proposal shall include all labor, material, and services necessary to complete the portion of the project in the indicated bid package in strict accordance with the drawings and specifications as prepared and on file in the offices of:

The Construction Manager: Jason D. Jones, Project Manager
Hannig Construction, Inc.
815 Swan Street
Terre Haute, Indiana 47807
Phone: (812) 235-6218
Email: jjones@hannigconstruction.com

The Engineer: Michael R. Waldbieser
Engineering and Consulting, Inc.
Sycamore Building
19 S. Sixth Street, Suite 804
Terre Haute, Indiana 47807
Phone: (812) 232-6510
Email: michael@mrwengineeringinc.com

Plan Room: Big Picture Data Imaging
700 South Third Street
Terre Haute, Indiana 47807
Phone: (812) 235-0202
Copies may be purchased from Big Picture Data Imaging.

Electronic copies of the bidding documents, in pdf format, may be obtained by contacting Mr. Michael R. Waldbieser at (812) 232-6510. Copies may be purchased from Big Picture Data Imaging (812) 235-0202.

Bidder shall provide pricing for base and alternate scopes of work as identified in project

NOTICE TO BIDDERS
TERRE HAUTE REGIONAL AIRPORT – ISU FLIGHT ACADEMY BUILDING
BUILDING RE-ROOF PROJECT
520 SOUTH AIRPORT STREET, TERRE HAUTE, INDIANA 47803

specifications and construction drawings for the construction of the ISU Flight Academy Building Re-Roof Project, located at 520 South Airport Street, Terre Haute, Indiana 47803.

Bids shall be properly and completely executed in accordance with the instructions and supplementary instructions to bidders and shall be submitted on the attached Bid Form contained in the bidding documents.

Bid Bond is required.

A bid bond or certified check made payable to the Terre Haute International Airport Authority will be required for the construction of the ISU Flight Academy Building Re-Roof Project in the amount of 5% of the contract price to comply with IC 36-1-12-4.5.

Performance & Payment Bond is required on this project in the amount of 100%

Certified Payroll is required on this project

Bidders shall review and comply with Section 00230 Resolution No. 1-2009

Other required documents to be submitted with the bid include the following:

Section 00300 – Bid Form attached to Bid Documents

All contractors must comply with Indiana Code Section 5-16-13 including provisions that, all contractors and sub-contractors must be pre-qualified with the Indiana Public Works Certification Board under I.C. 4-13.6-4 or under IC 8-23-10 prior to starting work on any local public works project over \$300,000.

Per Terre Haute International Airport Authority Resolution No. 1-2009, the successful bidder and any and all levels of subcontractor, regardless of tier, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for this Project with the local labor unions representing experienced and skilled construction workers in the area, and will be bound by the provisions of that Agreement in the same manner as any other provision of the contract. Total project cost will exceed \$150,000.00 so compliance with Resolution No. 1-2009 will be required regardless of bid amount.

All bids must be accompanied by a written plan for a program to test the contractor's employees for drugs which complies with the requirements of Indiana Code 4-13-18. A contractor whose bid does not include a written plan for an employee drug testing program that complies with Indiana Code 4-13-18 will not be awarded the contract.

NOTICE TO BIDDERS
TERRE HAUTE REGIONAL AIRPORT – ISU FLIGHT ACADEMY BUILDING
BUILDING RE-ROOF PROJECT
520 SOUTH AIRPORT STREET, TERRE HAUTE, INDIANA 47803

Pending approval of the project by Terre Haute Regional Airport, it is the intent of the Terre Haute Regional Airport to award the contract based on the bid prices received and the funds available for the project. However, the Owner may accept the lowest responsible and responsive bid; accept the lowest responsible and responsive bid for the base bid plus any or all alternate(s), or reject all bids. The contract will not necessarily be awarded to the lowest responsible and responsive bidder on the base bid alone.

The successful bidder will be required to furnish insurance covering Workmen's Compensation, Public Liability, and Property Damage and any other which may be required, before the contract can be signed and issued.

Indiana State Gross Retail and Use Tax **shall not** be included in the Bid Price, as Terre Haute Regional Airport **is** tax **exempt**. The provision shall apply both to transactions between Terre Haute Regional Airport and the Contractor, the Contractor and any Subcontractors, and to transactions between the material suppliers and the Contractor.

The Owner reserves the right to waive any and all formalities and informalities or to reject any and all bids. The Owner shall accept bids which, in his judgement, are in his own best interests. Bids received after the time set to receive bids shall be returned unopened.

Terre Haute Regional Airport is committed to equal opportunity employment without regard to race, religion, physical or mental disability, age, veteran status, color, creed, national origin, or sex. Contractor participation in an MBE/WBE program is encouraged by the Owner.

Questions during the bidding period should be directed to Jason D. Jones at (812) 235-6218.
Email: jjones@hannigconstruction.com

Each Bidder submitting a Bid represents that he has read and understands the Bidding Documents and Scope of Work. Each Contractor represents that he has visited the site and has adequately familiarized himself with the existing conditions. No additional cost to the Owner will be allowed due to the Contractor's failure to avail him of a complete and thorough on-site inspection of existing conditions.

Whenever products or materials are specified as "Standards" or they are otherwise named, approval of other equal quality products shall be obtained by requesting in writing and presenting for evaluation such product or material to the Project Manager no later than 2:00 p.m., May 21st, 2020. Submittals circumventing the above time frame will not be processed. Substitutions will be considered from Bidders only:

1. If approval is granted, product or material will be added by addendum.

NOTICE TO BIDDERS
TERRE HAUTE REGIONAL AIRPORT – ISU FLIGHT ACADEMY BUILDING
BUILDING RE-ROOF PROJECT
520 SOUTH AIRPORT STREET, TERRE HAUTE, INDIANA 47803

2. No direct reply will be made to any requests for changes, but any requested changes approved by the Project Manager will be stated in an addendum issued to all Bidders.
3. Addendums and clarifications to bidding/construction documents shall be distributed via email or faxed to bidders not later than May 22nd, 2020.

The construction hereby contemplated is to be governed, at all times, by applicable provisions of the Indiana and Federal Law(s), including, but not limited to, the latest Amendments of the following:

- 1) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
- 2) Part 1910 - Occupational Safety and Health Standards, Chapter VIII of Title 29, Code of Federal Regulations.
- 3) Part 1926 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
- 4) Indiana Code IC 5-16-13 as it pertains to Public Works Projects.
- 5) Indiana Code 22-3-5-1 and 22-3-7-34 for Workers Compensation.
- 6) Indiana Code 22-4-1 thru 22-4-39-5 for Unemployment Compensation.

End of Section

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS.

Terre Haute Regional Airport (herein called the owner), invites bids on the attached Bid Form with Non-Collusion Affidavit with all blanks of which must be appropriately filled in. Bids will be received at the office of Terre Haute Regional Airport, 2nd Floor Director of Operations Office, 581 South Airport Street, Terre Haute, Indiana 47803 until the date and time indicated in the "Instructions to Bidders" portion of these written specifications.

The bids will be a publicly opened by the Owner.

2. QUALIFICATION OF BIDDER.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidders shall furnish to the Owner, all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

3. CONDITIONS OF WORK.

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor therein. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

4. ADDENDA AND INTERPRETATIONS.

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to the bidder orally. Every request for such interpretation should be in writing, addressed to Hannig Construction, Inc, 815 Swan Street, Terre Haute, Indiana 47807, and addressed to Mr. Jason D. Jones for consideration, must be received as directed in the "Notice to Bidders". Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed as directed in the "Notice to Bidders". Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. Addenda so issued shall become part of the contract documents.

5. OBLIGATION OF BIDDER.

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure of omission of any bidder to examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect to this bid.

6. TIME OF COMPLETION.

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project in a time frame agreed to with the Owner. Provide preliminary schedule with the bid for time of completion for the project.

INSTRUCTIONS TO BIDDERS

PROJECT: Terre Haute Regional Airport
ISU Flight Academy Building
520 South Airport Street
Terre Haute, Indiana 47803
Building Re-Roof Project

OWNER: Terre Haute Regional Airport
581 South Airport Street
Terre Haute, Indiana 47803

CONTACT: Mr. Jason D. Jones, Construction Manager
Phone: (812) 235-62185

BIDS: Due by: Wednesday May 27th, 2020 at 2:00 PM Local Time
At Offices: Terre Haute Regional Airport
581 South Airport Street
2nd Floor Director of Operations Office
Terre Haute, Indiana 47803

Sealed Bids

Bid on attached form - Bid Form with Non-Collusion Affidavit

Bid Bond - Required

Performance & Payment Bond – Required in the amount of 100%

Mark Envelope - Terre Haute Regional Airport
ISU Flight Academy Building
520 South Airport Street
Terre Haute, Indiana 47803
Building Re-Roof Project

Start Date - As soon as Owner awards Contract.

Bids to be good for 60 days from date which bid are due.

Finish Date - Coordinated with Owner

Contract - Contract to be prepared by the Owner.

DOCUMENTS:

Engineers Drawings

Engineers Specifications

Instructions to Bidders

AIA A232-2009 General Conditions of the Contract for Construction

Supplemental General Conditions

Electronic copies of the bidding documents, in pdf format, may be obtained by contacting Mr. Michael R. Waldbieser at (812) 232-6510.

Copies may be purchased from Big Picture Data Imaging (812) 235-0202.

Big Picture Data Imaging
700 South Third Street
Terre Haute, Indiana 47807
Phone: (812) 235-0202

After bidding, it is requested that the unsuccessful Contractors return their set of drawings to the Owner.

CONTRACTORS RESPONSIBILITY:

- A. Direct questions to the Engineer.
- B. Pre-Bid Meeting on Wednesday May 13th, 2020 at 10:00 a.m.
- C. The Contractor shall leave the site in as clean condition as before the construction.
- D. Contractor shall obtain the Vigo County/City of Terre Haute Construction Permits.
Trade specific permits, tap fees, connection fees, etc. by Contractor/Bidder.
- E. State approvals will be obtained by Engineer if required.
- F. The Contractor shall coordinate with the Owner when work is to begin.
- G. The Owner **is not** subject to Indiana Sales Tax and such tax should be Included in the bids.
- H. If the Contractors discover any discrepancy on the drawings or in the specifications, they shall report the same to the Engineer before proceeding with any work affected by the discrepancy, and shall be held responsible for the results should he fail to make such report.
- I. Refer to Section 1010 SUMMARY OF WORK for work included in this contract.

GENERAL CONDITIONS:

- A. The drawings are for reference only. The Contractors shall verify all existing site conditions.
- B. The Owner is always to have access to the site.
- C. The Contractors shall provide all barricades and traffic control devices.
- D. The Contractors shall provide directional signs for pedestrians and place as directed by the Owner.
- E. Explosives are prohibited on this project.
- F. The Contractors shall clean roadways and surroundings daily.
- G. The staging of materials shall be approved by the Owner.
There is no interior storage space on site for materials.
There will be exterior area which must be coordinated with the Owner.
- H. Any sidewalks damaged during construction shall be replaced by the General Contractor at no charge to the Owner.

MAINTENANCE:

- A. The Contractors shall maintain the grounds within the project.
- B. The Contractors shall protect all existing walls, glass, and existing buildings. Damaged areas are to be brought back to original condition.

DEMOLITION:

- A. The Contractors are to remove and dispose of all debris in a legal manner.
- B. The Contractors shall always maintain dust control.
- C. Remove all existing construction shown on the drawings and referred to in the specifications.
- D. Remove all materials associated with the demolition work from the site.

SCOPE OF WORK: (ADDITIONAL ITEMS MAY APPLY)

- A. Install all safety barricades.
- B. Remove existing construction as necessary and as stated on the drawings in order to install the new work under this contract.
- C. Install roofing system, gutters, and downspouts on the existing building indicated on the drawings.

END OF SECTION

RESOLUTION No. 1-2009
TERRE HAUTE INTERNATIONAL AIRPORT AUTHORITY

Be it hereby **RESOLVED**, by the Terre Haute International Airport Authority as follows:

1. The following language shall be included in all solicitations for bids and instructions to bidders for all public works contracts in excess of Two thousand dollars (\$2,000.00) authorized by the Terre Haute International Airport Authority:

The successful bidder and any and all levels of subcontractor, regardless of tier, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the _____ Project with the local labor unions representing experienced and skilled construction workers in the area, and will be bound by the provisions of that Agreement in the same manner as any other provision of the contract.

Provided, however, that this requirement shall not be mandatory for public works projects for the routine repair, replacement or maintenance of existing capital improvements if the costs of the project are estimated to be less than \$150,000.00.

2. Said Project Labor Agreement shall:

- a. Bind the contractor and all subcontractors on the _____ Project to comply with the Project Labor Agreement.
- b. Allow the contractor and subcontractor(s) to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements.
- c. Contain guarantees against strikes, lockouts or other similar job disruptions.
- d. Set forth effective, prompt and mutually binding procedures for resolving labor disputes that arise during the Project.
- e. Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern including productivity, quality of work, safety and health.
- f. The apparent successful contractor shall submit to the Construction Manager/Project Manager a signed copy of the required Project Labor Agreement reached pursuant to this requirement prior to contract award.

Passed and adopted this 28th day of October, 2009.



Darryl Huyett, President
Terre Haute International Airport Authority

ATTEST:



Jerry Davis, Secretary
Terre Haute International Airport Authority

CONTRACTOR'S BID
PART I
(To be completed for all bids. Please type or print)

Bidder (Firm): _____

Address: _____ P.O. Box _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

Federal ID Number: _____

E-Mail Address: _____

Person to contact regarding this bid (printed): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the project of "Terre Haute Regional Airport – ISU Flight Academy Building Re-Roof Project" in accordance with plans and specifications prepared by Michael R. Waldbieser Engineering & Consulting, Inc. in Terre Haute, Indiana for the sum of:

BASE BID AMOUNT – BUILDING RE-ROOF WITH 15 YEAR NDL WARRANTY

_____ Dollars (_____)
(Sum in Words) (Sum in Figures)

ALTERNATE #1 AMOUNT - COVERBOARD

_____ Dollars (_____)
(Sum in Words) (Sum in Figures)

BID BOND

Bid Bond is required on this project.

PERFORMANCE & PAYMENT BOND

Performance & Payment Bond is required on this project in the amount of 100%.

PROPOSAL TIME

Provide the Owner the number of weeks to complete the project.
Number of weeks to finish project _____.

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

PART 2

CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

AIA Document A232-2009 General Conditions of the Contract for Construction

The following 43 pages in the specification book is AIA Document A232-2009 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. Wherever the word “Architect” is used, replace with the word “Engineer”.

AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

ISU Flight Academy Building Re-Roof Project
Terre Haute Regional Airport
520 South Airport Street
Terre Haute, Indiana 47803

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Hannig Construction, Inc.
815 Swan Street
Terre Haute, Indiana 47807

THE OWNER:

(Name, legal status and address)

Terre Haute Regional Aiport
581 South Airport Street
Terre Haute, Indiana 47803

THE ARCHITECT:

(Name, legal status and address)

Michael R. Waldbieser Engineering & Consulting, Inc.
19 South 6th Street
Suite 804
Terre Haute, Indiana 47807

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ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 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 and certify termination of the Agreement under Section 14.2.2.

§ 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.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect, or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do 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 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

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

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

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

§ 2.4 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, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 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 Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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 make 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 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, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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§ 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 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 the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, 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

The Contractor warrants to the Owner, Construction Manager, 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 with 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 Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

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

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and

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Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, 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 shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at

appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager 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 the way by which 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 and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing 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 Construction Manager and Architect on previous submittals. In the absence of such written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's 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 or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, 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, Construction Manager and Architect 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, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such 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, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

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

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. 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 report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar

required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.18 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 so rendered in good faith.

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the

Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply 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, Construction Manager 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, Construction Manager 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 previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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 in writing; 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 such 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.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime 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's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors 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, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to 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.

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

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§ 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 an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for

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Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques,

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sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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

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

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers 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 Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and Architect.

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

§ 9.6.3 The Construction Manager 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 Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor

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Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager 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 shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, 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 list, which is not sufficiently complete in accordance with the requirements of 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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.

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§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .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; and
- .4 construction or operations by the Owner or other Contractors.

§ 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 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 owners and users of adjacent sites and utilities.

§ 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, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly

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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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a 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, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their 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 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 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.

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify 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 Liability Insurance

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's

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consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

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

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

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

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

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 Construction Manager's and 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period 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, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the

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Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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 such 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 such assignment.

§ 13.3 Written Notice

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

§ 13.4 Rights and Remedies

§ 13.4.1 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.

§ 13.4.2 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 in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and

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(2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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 Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 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 Construction Manager for transmittal to the Architect.

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

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

§ 13.6 Interest

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

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 Construction Manager has not certified or 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, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner, Construction Manager and 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 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 this 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 written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must 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 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

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

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such 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 and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

Init.

§ 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 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Init.

SUPPLEMENTAL GENERAL CONDITIONS

1. COPIES OF DOCUMENTS:

Contract Documents may be purchased as directed in the "Notice to Bidders".

2. BONDS AND INSURANCE:

- A. The Contractor shall not commence work under this contract until he has obtained all insurance required by these specifications and until such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and approved. Policies expiring on a fixed date before final acceptance of the project must be renewed and evidence of such renewal submitted to the Owner before such date.
- B. The Contractor shall furnish the Owner with satisfactory evidence of the insurance required.
- C. The Owner will obtain the "Builders Risk Insurance" coverage for the entire project.
- D. All policies and/or policy certificates shall contain the following clauses:
 - 1. Worker's Compensation Insurance: The Contractor shall maintain during the life of this contract Worker's Compensation Insurance for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor must require the Subcontractor similarly to provide Worker's Compensation Insurance for all of his employees engaged in work under this contract at the site of the project. The Contractor shall provide insurance coverage equal to that provided under the Worker's Compensation Act, for the protection of his employees not otherwise protected. Employers liability coverage must be maintained in amounts not less than 100,000/500,000/100,000.
 - 2. Public Liability Property Damage: The Contractor shall maintain during the life of this contract Commercial General Liability Insurance. Such coverage shall protect him and any Subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence for Bodily Injury, Property Damage, Personal and Advertising Injury with a \$2,000,000 general aggregate and a \$2,000,000 Products and Completed Operations aggregate.

The Contractor shall require all of its Subcontractors, if not protected under Contractor's insurance policies, to effect and maintain, at their own expense during the entire period of performance and until completion of the subcontract, Commercial General Liability Insurance with a company or companies to the satisfaction of the Owner, as follows:

- a. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for Bodily Injury, Property Damage, or accidental death with a \$1,000,000 general aggregate and a \$1,000,000 Products and Completed Operations aggregate.
 - b. Special hazards not covered under the Commercial General Liability Insurance must be covered on a policy within the amounts as required above.
3. Business Auto Insurance: The Contractor and all Subcontractors shall at all times during the life of this contract, and any other subcontracts, maintain at their own expense, respectively, business auto insurance covering all liability and claims arising from the use and operation, anywhere in the United States, in connection with the performance of the Contract of Subcontracts of automobiles, whether such are owner, hired, or non-owned by the Contractor or Subcontractors. Such auto insurance shall be written with a limit of not less than \$1,000,000 per occurrence as a combined single limit for Bodily Injury and Property Damage coverage.
4. Umbrella Liability: The Contractor and all Subcontractors shall maintain during the life of this contract, Umbrella Liability Insurance providing excess coverage over the above specified primary insurance in an amount not less than:
 - a. \$1,000,000 for contracts UNDER \$100,000.00.
 - b. \$2,000,000 for contracts OVER \$100,000.00.
5. Additional Insurance Requirements: The Contractor and all Subcontractors in connection with the above mentioned Worker's Compensation Insurance shall furnish to the Owner a duly executed certificate of compliance, as prescribed by the Indiana Worker's Compensation Board showing that such insurance is in full force and effect.

With regard to the above mentioned General Liability Insurance, if in the event of any major change or cancellation of such policy, the Contractor and all Subcontractors shall give 30-day advance notice to the Owner.

Also, the Contractor and all Sub-contractors shall make the Owner, as stated in the "Instructions to Bidders", additional insured on their Business Auto and General Liability policies with regard to this Contract.

The Contractor and all Subcontractors shall be required to furnish to the Owner duly executed certificates of insurance showing that all insurance policies required under this contract have been issued and are in full force and effect at all times during the life of this contract and have named the Owner, as stated in the "Instructions to bidders", additional Insured. These certificates are to include General Liability, including contractual coverage, Business Auto and Umbrella Liability.

The “Contractor” will name the “Owner”, and any other parties specified, as an “Additional Insured” under the Commercial General Liability Policy. This “Additional Insured” coverage shall be on Form CG2010, or its equivalent, including “completed operations” coverage. The “Additional Insured” coverage provided to the Owner shall be primary coverage, and non-contributory as respects the Owners Liability policy.

6. Loss or Damage: The Owner will obtain all Builders Risk Insurance Policies for this Project.
7. Indemnification: To the fullest extent permitted by law, the Subcontractor expressly agrees to defend (at Subcontractor’s expense and with counsel acceptable to the Contractor), indemnify, and hold harmless Owner, Contractor, Architect, Architect’s Consultants, Engineer, Construction Manager, Lender, and any other parties which Contractor has agreed to indemnify as named or referenced in the project contract documents as attached to and made a part of this Subcontract, and their respective Officers, Directors, Shareholders, Employees, Agents, Successors, Affiliates, and Assigns from and against any and all claims, suits, losses, causes of action, damages, liabilities, fines, penalties and expenses of an kind whatsoever, including without limitation arbitration or court costs and attorney’s fees, arising on account of or in connection with injuries to or the death of any person, or any and all damages to property including loss of use, from or in any manner connected with the work performed by or for the Subcontractor under this Subcontract, caused in whole or in part by the presence of the person or property or the negligent acts or omissions of the Subcontractor or any of its Employees, Agents, Representatives, Sub-Subcontractors, or suppliers or anyone for whose acts they may be liable, including without limitation such claims, damage, loss of expense caused in part by the negligent acts or omissions of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.
The defense and Indemnification obligations under this Subcontract agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Subcontractor or any third party to whom Subcontractor may subcontract a part or all of the work.

SUBCONTRACTORS:

- A. Prior to the awarding of the Contract, the contractor shall submit to the Owner, in writing, the names of the proposed Subcontractors and major material vendors. The Contractor shall furnish the Owner with full information concerning the proposed Subcontractor's ability and qualifications at the time such Subcontractor is submitted for approval.
- B. The Contractor shall be responsible for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- C. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the Owner, and no Subcontractor will be recognized as a party to the Contract.

3. *TAXES:*

The Contractor shall pay all unemployment, social security, and other such taxes imposed by local, state, or federal government.

The Owner is **NOT** subject to Indiana Retail Sales Tax and Federal Excise Tax, these taxes should **NOT** be included in the Contractor's bid.

4. *SAFETY AND PROTECTION:*

OCCUPATIONAL SAFETY AND HEALTH ACTS:

These construction documents, and the joint and several phases of construction hereby contemplated are to be governed at all times by the applicable provisions of the state and federal laws included, but not limited to, the latest amendments of the following:

- 1. Indiana Occupational Safety and Health Act.
- 2. Williams-Steiger Occupational Safety and Health Act of 1970 Public Law 81-596; Part 1910-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations; Part 1518-Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
- 3. The REMOVAL of all asbestos associated with this project shall be in conformance with all Governing Codes for removal.

The Contractor shall assume full responsibility for health and safety at the construction site, including, but not limited to, the above mentioned laws and regulations.

5. PAYMENTS TO CONTRACTOR AND COMPLETION:

Progress payments will be made monthly based on an approved Application for Payment, and will include work completed, as well as payment on material and equipment delivered and suitably stored at the site, less retainer of 10% of the amount of each, less the aggregate of previous payments in each case. Contractor must include with application, proof of purchase and delivery of materials and equipment stored.

6. SHOP DRAWINGS AND SAMPLES:

See Section 01300 Submittals and Section 01340 Shop Drawings, Product Data, & Samples for information on these items.

No material shall be delivered to the project until final approved shop drawings are in the hands of the Owner and Engineer and no shop drawings shall be used on the project that do not bear the Engineer's stamp of approval.

7. EQUAL EMPLOYMENT OPPORTUNITY:

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin.

Attention of Bidders is also particularly called to the requirements for ensuring that, to the greatest extent feasible, in connection with work covered by this contract, opportunities for training and employment be made available to lower income residents of the project area and that contract work shall be awarded to business concerns which are located in or owned substantially by residents of the Project Area.

END OF SECTION

SECTION 01000 - GOVERNING CODES

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 SCOPE

The work on this project is to comply with all of the governing codes stated herein.

1.2 GOVERNING CODES

1. All work shall be performed in accordance with the 2012 International Building Code as adopted by the State of Indiana and called the 2014 Indiana Building Code.
2. Additional codes adopted with amendments are the following:
 - A. 2008 National Electrical Code as adopted by the State of Indiana and called the 2009 Indiana Electrical Code.
 - B. 2012 International Mechanical Code as adopted by the State of Indiana and called the 2014 Indiana Mechanical Code.
 - C. 2006 International Plumbing Code as adopted by the State of Indiana and called the 2012 Indiana Plumbing Code.
 - D. 2012 International Fire Code as adopted by the State of Indiana and called the 2014 Indiana Fire Code.
 - E. ASHRAE 90.1-2007 as adopted by the State of Indiana and called the 2010 Indiana Energy Conservation Code.
3. All work shall also be performed according to any city and county regulations or codes.
4. All trenching and excavations shall be properly designed by the Excavator in accordance with OSHA and IOSHA excavation regulations.
5. Job safety shall be adhered to by all Contractors on the project in accordance with OSHA and all governing bodies.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01005 - SUMMARY, ALLOWANCES, AND ALTERNATES

PART 1-GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I Specification sections, apply to work of this section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of the Building Re-Roof Project located at the existing site owned by:

Terre Haute Regional Airport
581 South Airport Street
Terre Haute, Indiana 47803

Project Location:
Terre Haute Regional Airport
ISU Flight Academy Building
520 South Airport Road
Terre Haute, Indiana 47803

- B. Contract documents dated April 23, 2020 were prepared by:

Michael R. Waldbieser
Engineering & Consulting, Inc.
19 South 6th Street, Suite 804
Terre Haute, Indiana 47807

- C. The Work includes all labor, material, equipment, tools, and services required for the Building Re-Roof Project on 520 South Airport Road as defined by the Contract Documents.
A listing of the major products and systems included in the Work is indicated by the Index in the Project Manual.
- D. The Work will be completed under a single prime contract.

1.3 COORDINATION

- A. General: The Contract includes coordination of entire work of project including preparation of general coordination drawings/diagrams/schedules, and control of site utilization; from the beginning of activity, through the project close-out and warranty periods.
- B. The Owner will be occupying other portions of the building during construction. The contractor shall coordinate his activities during the term of the contract so as not to inconvenience the Owner and his operations any more than is necessary.

1.4 ALTERNATES

- A. Definitions: Alternates are defined as alternate products, materials, equipment or systems for the work, which may, at Owner's option and under terms established by Instructions to Bidders, be selected and recorded in (Owner-Contractor Agreement) to either supplement or displace corresponding basic requirements of contract documents. Alternates may or may not substantially change scope and general character of the work; and must not be confused with "allowances", "unit prices", "change orders", "substitutions", and other similar provisions.
- B. General Provisions: A "Schedule of Alternates" is included at end of this section. Each alternate is defined by abbreviated language, recognizing that drawings and specification sections document the requirements. Coordination of related work is required to ensure that work effected by each selected alternate is complete and properly interfaced with work of alternates.

1.5 ALLOWANCES

- A. General: A "Schedule of Allowances", showing amounts included in each prime Contract Sum, is included at end of this section. Coordinate allowance work with related work, to ensure that each selection is completely integrated and interfaced with related work. Requirements for work of allowance are shown and specified to extent established by date of contract documents; additional requirements are established by change order. At earliest possible date, advise Architect/Engineer of date each final allowance selection must be completed. Submit proposals for allowance work as directed, and in a manner specified for change orders. Indicate quantities, unit costs, total purchase amounts, taxes, delivery charges and trade discounts. Where requested, furnish detailed breakdown of quantity survey. Contractor mark-up on overrun of allowance purchases will be permitted where purchase amount exceeds established allowance by more than 15%; otherwise, and except as otherwise indicated, amount of change order on each allowance will be difference between purchase amount and allowance. Deliver excess materials of allowance work to Owner's storage space, or dispose of by other means as directed.
- B. Unit-Cost Allowances: Change Order amount will be difference between unit purchase amount and unit-cost allowance, multiplied by final measure or count of work-in-place, including reasonable margins for applicable cutting losses, tolerances, mixing wastes, product imperfections and similar margins. Owner reserves right to establish final measure or count of work-in-place by independent quantity surveyor.

1.6 CUTTING AND PATCHING

- A. Definition: Includes cutting and patching of both previously existing work and nominally completed portions of Contract work. Excludes shop fabrication of work, and normal installation procedures including the drilling of holes to install fasteners. Excludes special categories, grading, planting, cleaning, removal/replacement of noncomplying work and similar activities; although some of these activities may require cutting and patching.
- B. General: Specific requirements and limitations for cutting and patching are shown

and specified for certain types of work, and specified in other sections of Division I as required quality control procedures for general application to performance of the work.

1.7 PERFORMANCE REQUIREMENTS FOR COMPLETED WORK

- A. General: The contract documents indicate intended occupancy and utilization of building or site and its individual systems and facilities. Compliance with governing regulations is intended and required, for the work and for Owner's occupancy and utilization.

1.8 DISPOSAL OF WASTE MATERIAL

- A. All waste material and debris resulting from Work of this Contract shall be removed from the site by Contractor and disposed of in a legal manner.

1.9 SCHEDULING/LIQUIDATED DAMAGES

- A. Construction shall commence within 10 calendar days of Notice to Proceed, and be completed within the time frame agreed upon by the Owner.
- B. No liquidated damages on this project.

1.10 SCHEDULE OF ALTERNATES

- A. Provide and install GAF Approved Coverboard as indicated in the written specifications.

1.11 SCHEDULE OF ALLOWANCES

- A. None

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 WORK AND DEFINITION OF PARTIES

A. The work described herein and illustrated on the accompanying drawings is to comprise all materials and labor for the General Construction and Demolition work as shown on the drawings and specified herein for this project.

B. Wherever the word "Owner" is used herein, it refers to:

Terre Haute Regional Airport
581 South Airport Street
Terre Haute, Indiana 47803

C. Wherever the word "Engineer" is used herein, it refers to Michael R. Waldbieser Engineering & Consulting, Inc., 19 South 6th Street, Suite 804, Terre Haute, Indiana 47807.

D. Wherever the word "Contractor" is used herein, it refers to the Contractor or Contractors for any part or parts of the work covered by these specifications and the accompanying drawings. The work will be completed under separate prime contracts as directed by the Owner.

1.2 SCOPE OF GENERAL CONDITIONS AND ALL CONTRACT DOCUMENTS

A. The General Conditions and all contract Documents shall govern in any subcontract made for any part or parts of the General Construction and Demolition work in this project.

1.3 COORDINATION

A. General: The Contract includes coordination of entire work of project including preparation of general coordination drawings/diagrams/schedules, and control of site utilization; from the beginning of activity, through the project close-out and warranty periods.

1.4 DUPLICATING

A. It is understood that work not indicated on a part of the drawings but reasonably implied to be like that shown at corresponding places on other drawings, is to be repeated.

1.5 CUTTING, PATCHING AND DIGGING

A. Each Prime Contractor shall do all cutting, fittings, or patching of his work that may be required to make its several parts come together properly and fit to work with other Contractors, as shown or reasonably implied by the drawings and specifications, or as the Engineer and Owner may direct.

B. Any cost of defective or ill-time work shall be borne by the party responsible therefore.

- C. Contractor shall not endanger any work cutting, digging, or otherwise and shall not cut or alter the work of any Contractor except with the consent of the Engineer and Owner.

1.6 DIVISION OF WORK

- A. All mechanical, ventilating, electrical "rough-in", and final connection for equipment, shall be done by the respective Contractor for that work from drawings furnished, unless otherwise specifically noted.

1.7 VERIFYING MEASUREMENTS

- A. The Contractor shall verify all measurements and be responsible for mistakes he may make and their result. If the Contractor discovers any discrepancy, in figures on the drawings, he shall report same to the Engineer before proceeding with any work affected by the discrepancy, and shall be held responsible for results should he fail to make such report.

1.8 PERFORMANCE REQUIREMENTS FOR COMPLETED WORK

- A. General: The contract documents indicate intended occupancy and utilization of building or site and its individual systems and facilities. Compliance with governing regulations is intended and required, for the work and for Owner's occupancy and utilization.

1.9 DISPOSAL OF WASTE MATERIAL

- A. All waste material and debris resulting from Work of this Contract shall be removed from the site by Contractor and disposed of in a legal manner.

1.10 SCHEDULING/LIQUIDATED DAMAGES

- A. Construction shall commence within the time frame presented by the Owner.

1.11 WORK IN THIS CONTRACT

- A. It is the intent of this Section to outline the main work items included in this Contract, not all work items, so the Contractor can have an overview of the scope of the project.
- B. Install new roofing system as indicated on the drawings and in the written specifications. Also includes new gutters and downspouts as indicated on the drawings. The entire project will be constructed by the bidder on the project. This shall include the cost for a dumpsters, demolition, wood blocking, insulation, attachments, roofing membrane, gutters, and downspouts. The Construction Manager on the project, Hannig Construction, Inc., will provide coordination with the Owner but provide no actual construction activities on the project.

1.12 DEMOLITION

- A. All demolition work shall be done in a workman like manner in order cause no more disturbance to operations than absolutely necessary. Coordinate demolition with the Contact.
- B. All debris to be removed from site by contractor except for those items stated on the drawings which are to be removed and taken to a designated area for storage and remain the property of the owner.
- C. Refer to "Instructions to Bidders" for additional information.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01068 - REFERENCE STANDARDS AND DEFINITIONS

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 RELATED DOCUMENTS

- A. General: Basic Contract definitions are included in the General and Supplementary Conditions and other Division I Specification sections; apply to work of this section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated: The term "indicated" refers to graphic representatives, notes, or schedules on the Drawings, other Paragraphs of Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted", mean "directed by the Engineer", "requested by the Engineer", and similar phrases.
- D. Approved: The term "approved", where used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- E. Or an Approved Equal: The phrase "or an approved equal" means a product or material for which a request for approval was made and for which the Engineer's approval was granted prior to receipt of bids.
- F. Regulations: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- G. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- H. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- I. Provide: The term "provide" means "to furnish and install, complete and ready for intended use."
- J. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. The term "experienced" when used with the term "Installer" means having a minimum of five previous project similar in size and scope to this project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 3. Assignment of Specialist: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the work. It is also not intended to interfere with local trade union jurisdiction settlements and similar conventions.
- K. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the project is to be built.
- L. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, whether at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division Format and MASTERFORMAT numbering system.
1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words that are implied, but not stated shall be interpolated as the sense required. Singular words interpreted as singular where applicable and the content of the Contract Documents so indicates.
 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where 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. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standard in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Engineer for a decision before proceeding.
 - 1. 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. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the content of the requirements. Refer uncertainties to the Engineer for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.5 GOVERNING REGULATIONS/AUTHORITIES

- A. The Engineer has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents. Contact authorities having jurisdiction directly for information and decisions having a bearing on the work.

1.6 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. The types of submittal requirements specified in this section include shop drawings, product data, samples and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work. Refer to other Division I sections and other contract documents for requirements of administrative submittals.
- B. Definitions: Work-related submittals of this section are categorized for convenience as follows:
 - 1.Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.
 - 2.Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed herein.
 - 3.Samples include both fabricated and unfabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
 - 4.Mock-ups are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.
 - 5.Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.3 GENERAL SUBMITTAL REQUIREMENTS

- A. Timing of Submittals: All required submittals shall be made in a timely manner so that as not to delay the progress of the project, but in no case shall they be made more than 30 days after award of the contract.

- B. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Architect's/Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through Contractor's office will be returned by A/E "without action".

Transmittal Form: Contractor's standard transmittal form.

Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.

1.4 SPECIFIC-CATEGORY SUBMITTAL REQUIREMENTS

- A. General: Except as otherwise indicated in individual work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.
- B. Shop Drawings: Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by Engineer to be used in connection with the work.
 - 1. Initial Submittal: One correctable translucent reproducible print and one blueline or black-line print; reproducible will be returned.
- C. Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect/Engineer and others.
 - 1. Submittals: Do not submit product data, or allow its use on the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Architect/Engineer, marked with an "Action" which indicates an observed non compliance. Submit 5 copies, 3 copies will be returned for contractor's use and where required for maintenance manuals.
- D. Samples: Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where Architect's/Engineers selection is required. Prepare samples to match Architect's/Engineer's sample where so indicated. Include information with each sample to show generic description, source or product

name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect/Engineer. Architect/Engineer will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.

1. Submittal: Provide submittal of 3 sets of samples for Architect's/Engineer's review and "Action". Two sets will be returned. Maintain one set of samples at the job site.
- E. Mock-Ups: Mock-ups and similar submittal of 3 sets of samples for Architect's/Engineer's review and "Action". Two sets will be returned. Maintain one set of samples at the job site.
- F. Inspection and Test Reports: Classify each as either "shop drawing" or "product data", depending upon whether report is uniquely prepared for project or a standard publication of workmanship control testing at point of production; process accordingly.
- G. Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies, except furnish 2 additional (conformed) copies where required for maintenance manuals. Refer to Mechanical and Electrical Sections.
- H. Closeout Submittals: Refer to individual work sections and to "closeout" sections for specific requirements on submittal of closeout information, materials, tools and similar items.

Record Document Copies: Furnish one set.

Maintenance/Operating Manuals: Furnish 2 bound copies.

1. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- I. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper performance of the work. Include such additional copies in transmittal to Architect/Engineer where required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.5 ACTION ON SUBMITTALS

- A. Except for submittals for the record or for information, where action and return of submittals is required, the Architect or Engineer will review each submittal, mark to indicate the action taken, and return.
 1. Do not permit submittals marked "Revise and resubmit" or "Rejected" to be used in the Work.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01310 - COORDINATION AND EXPEDITING

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 MEETINGS

It shall be an obligation of the Contractors to attend a meeting with the Owner and Engineer as directed by Engineer, during the entire life of the project for the purpose of expediting the work and considering other matters pertaining thereto. Notice of said meetings to originate in the office of the Engineer. Contractor to require his principal Subcontractors to attend.

1.2 PROGRESS SCHEDULE

After award of contract, prime contractors cooperatively shall submit for approval a progress schedule. This schedule shall be worked out and agreed upon by the prime contractors and is intended to act as a means of obtaining closer cooperation and coordination between all contractors involved. The schedule shall be based on work days. It should be remembered that time must be allotted for shop drawings and decisions involving Engineer and Owner.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, & SAMPLES

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittal of Shop Drawings Product Data and Samples.

1.3 SUBMITTAL PROCEDURES

- A. Contractor Reviews: The Contractor shall review and approve all submittals before transmitting them to the Architect/Engineer. Each submittal shall bear the approval stamp of the Contractor or they will be returned by the Architect/Engineer unchecked.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal to the Architect/Engineer sufficiently in advance of scheduled performance of related construction activities to avoid delay. The Architect/Engineer will then review the submittals or send them on to the appropriate consulting Engineer for review.
 - 1. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals
 - 2. Submit only the shop drawings, product data, and samples called for in the technical Sections. Any other shop drawings, product data, or samples submitted will be returned unchecked.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal to the Architect/Engineer and to other destinations by use of a transmittal form. The Architect/Engineer will return submittals received from sources other than the Contractor.
 - 1. Record relevant information and requests for data on the transmittal form. On the form, or an attached separate sheet, record deviations from requirements of the Contract Documents, including minor variations and limitations.
 - 2. Include the Contractor's certification stating that information submitted complies with requirements of the Contract Documents.

1.4 *SHOP DRAWINGS*

- A. Submit newly prepared information, drawn accurately to scale. Do not reproduce Contract Documents or copy standard printed information as the basis of Shop Drawings.
 - 1. Include the following information on Shop Drawings:
 - a. Dimensions.
 - b. Identification of products and materials included.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements
 - e. Notation of dimensions established by field measurement.
 - 2. Submit Coordination Drawings where required for integration of different construction elements. Show construction sequences and relationships of separate components where necessary to avoid conflicts in utilization of the space available.
 - 3. Highlight, encircle, or otherwise indicate deviations from the Contract Documents on the Shop Drawings.
 - 4. Do not allow Shop Drawing copies that do not contain an appropriate final stamp or other marking indicating the action taken by the Architect or Engineer to be used in construction.
 - 5. Submittal: Submit 1 reproducible copy and 2 additional blue line or black line prints of each shop drawing. The 2 prints marked with the action taken by the Architect or Engineer will be retained and the reproducible copy will be returned to the Contractor. The Contractor should then make copies from the reproducible that bears the action stamp as suits his needs, including a copy required for Project Record Documents.

1.5 *PRODUCT DATA*

- A. Collect Product Data into a single submittal for each element of construction or system. Mark each copy to show which choices and options are applicable to the Project.
 - 1. Include the following information in Product Data:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
- B. Submittals: Submit 5 copies of each required Product Data submittal. Two copies marked with the action taken by the Architect or Engineer will be retained, and the balance will be returned to the Contractor.

1.6 SAMPLES

- A. Submit 12" x 12", fully fabricated Samples, cured and finished in the manner specified, and physically identical with the material or product proposed for use.
 - 1. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented by a Sample, submit at least 3 multiple units that show approximate limits of the variations.
- B. Submittals: Except for Samples intended to illustrate assembly details, workmanship, fabrication techniques, connections, operation, and other characteristics, submit 3 sets of Samples. One set will be returned marked with the action taken.

1.7 ARCHITECT'S/ENGINEER'S ACTION

- A. Except for submittals for the record or for information, where action and return of submittals is required. The Architect or Engineer will review each submittal, mark to indicate the action taken, and return.
 - 1. Do not permit submittals marked "Revise and resubmit" or "Rejected" to be used in the Work.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND PROTECTION

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extension of provisions in General Conditions and other documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect or Engineer that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

1.3 QUALITY ASSURANCE

- A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").
- B. OSHA: Contractors shall comply with Williams-Steiger, Occupational Safety & Health Act of 1970, Part 1926 (Formerly 1518), Safety & Health Regulations for Construction, Subpart H 1926.250 and as amended thereafter.

Comply with Subpart E, 1926.100 through 1926.107 (1518.100 through 1518.107) Subpart H, 1926.251 (1518.251), Subpart I 1926.300 through 1926.305 (1518.300 through 1518.305) Subpart L 1926.450 through 1926.452 (1518.450 through 1518.452) Subpart N 1926.550 through 1926.555 (1518.550 through 1518.555) Subpart O 1926.600 through 1926.606 (1518.600 through 1518.606) of Safety & Health Regulations.

1.4 JOB CONDITIONS

- A. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.
- B. Each Contractor shall supply all tools, machinery, centers, hoists, derricks, etc. as required for the complete and satisfactory execution of his work. Each contractor shall provide all guys and anchorage for such apparatus and structures and shall be responsible for any unsafe work in connection with the same.

1.5 TEMPORARY UTILITY SERVICES

- A. The types of services required include, but not by way of limitation, water, electrical power and telephone. Contact local utilities for required services during construction.
 - B. Potable Water: Contractors may use existing potable water in the building for this project. Coordinate with Owner as required.
Cost associated with water used will be paid for by the Owner.
 - C. Temporary Power: Contractors must coordinate with the Owner to get temporary power for tools during construction. All cost for power during construction shall be the paid for by the Owner.
- All tools, extension cords, and equipment shall be provided by the Each Contractor. Each contractor and/or subcontractor shall furnish any necessary wiring and extension cords to reach from the nearest outlet to his point of operation.

If any contractor requires additional power for use of tools, it will be their responsibility to make these arrangements with the Owner.

All elements of the temporary service shall conform to the regulations of the National Electric Code, the National Electric Safety Code and the Safety Code for the Construction Industry, and Part 1926 Safety & Health Regulations for Construction and as amended thereafter.

No permanent power from permanent sources shall be used without the Owner's written permission indicating the conditions whereby it may be used. Consideration will not be given for the use of lights, wiring devices, or other electric equipment until the building is in the finishing stages, or unless it is in the Owner's interests.

1.6 TEMPORARY CONSTRUCTION FACILITIES

- A. The types of temporary construction facilities required include, but not by way of limitation, water distribution, heat, ventilation, and electrical power distribution. Provide facilities reasonable required to perform construction operations properly and adequately.
- B. Lighting: Provide sufficient temporary lighting to ensure proper workmanship everywhere by combined use of daylight and portable plug-in task lighting. Provide general lighting with local switching which will enable energy conservation during periods varying activity (work-in-progress, traffic only, security check, lock-up, etc.).

1.7 SECURITY/PROTECTION PROVISIONS

- A. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, building enclosure/lockup, personnel security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.
- B. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A Extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical

extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick instructions at each extinguisher location, and instruct personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site.

- C. Non-Working Hours: All temporary facilities or equipment which would permit unauthorized persons access to the construction area, or building, or roof shall be removed from the site or shall be secured to be unusable during periods when work is not in progress.
- D. Protection of Work: The General Contractor shall well in advance of lathing, plastering, painting and finishing operations, provide cloth or plastic covered frames for window openings and hinged plywood or batten doors with locks to maintain temperatures necessary to perform the work.

The General Contractor shall provide protection against all kinds of weather so that the building and materials will not be damaged. During cold weather, he shall provide protection at door and window openings.

The work of any Contractor damaged because of failure of the General Contractor to provide the protection above required shall be removed and replaced with new work at the General Contractor's expense.

Each Prime Contractor shall protect his excavations, trenches and structures from damage from rain water, ground water, backing-up of drains and sewers, and from all other water. Provide pumps, equipment and enclosures to provide protection for his own work.

1.8 TEMPORARY SUPPORT FACILITIES

- A. The types of temporary support facilities required include, but not by way of limitation, storage sheds, fabrication sheds first aid facilities, signs, clean-up facilities waste disposal service, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of persons, at the site including Owner's and Architect's/Engineer's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect/Engineer; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
- B. Contractor's Field Office: Contractor's temporary field office is not required. If one is provided, locate as directed by Owner.
 - 1. Contractor shall provide telephones for emergency calls by either providing an office equipped with a telephone or providing a mobile telephone.
- C. Temporary Sheds: Contractor shall provide any temporary sheds he needs for storage, fabrication and similar purposes. Locate as directed by Owner.
- D. Sanitary Facilities: Contractor shall provide toilets he needs for sanitation. (Single occupant self-contained chemical toilet units, properly vented and fully enclosed with fiber reinforced polyester shell or similar non-absorbent material.) Provide separate toilet facilities for male and female construction personnel when both sexes

are employed on site.

- E. Cleaning and Trash Removal: Contractor shall provide waste containers sufficient for the deposit of non-hazardous/non-toxic waste materials. Remove such waste materials from the project site at least twice weekly during mild and warm weather (daily high temperatures above 50 degrees F). Remove not less than weekly during periods when daily high temperatures are at or below 50 degrees F.
- F. Temporary Walks, Stairs, Ladders, Ramps, and Runways: General Contractor shall furnish and maintain all equipment such as temporary stairs, ramps, chutes, etc. as required for proper execution of the work by all trades, except where specifically mentioned that above is to be furnished and maintained under divisions or sections of contract as hereinafter specified. All above shall comply with Subpart L, 1926.450 through 1926.452 (1518.450 through 1518.452) & Subpart M, 1926.500 through 1926.502 (1518.500 through 1518.502) of Safety & Health Regulations for Construction.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01605 - PRODUCTS AND SUBSTITUTIONS

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions". Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions"; and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions", and are subject to requirements hereof.
- C. Standards: Refer to Division I section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.3 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind from a single source.
- B. Finish Materials: Finish materials installed within a single room or area or within contiguous areas, or on the exterior, shall be from a single production run to assure color/pattern/finish consistency. Color, pattern, or finish variations, not represented by the approved samples and judged by the Architect/Engineer to be objectionable will result in rejection of the material, without regard for whether the variations are caused by inter-mixing of materials from more than one production run, or by Installer not

following manufacturer's instructions for blending of material from a single production rim. This paragraph relates to both exterior and interior finish materials.

- C. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Compatibility is a basic general requirement of product/material selections.
- D. Approved or Acceptable Manufacturers: The specification sections may identify acceptable or approved manufacturers with a paragraph which states the following, or words of the same effect:

Subject to compliance with requirements, provide products of one of the following:

The manufacturers listed are those that are believed to provide products of acceptable and comparable quality and which satisfy the requirements of the specifications. Since manufacturers, from time to time, change the quality of their products, some manufacturer's products may not conform to the requirements of the specifications. Those manufacturers are hereby advised that specification requirements will not be waived to accept their products simply because they were named as an acceptable or approved manufacturer.

1.4 SUBMITTALS

- A. Requests for Substitutions: Submit 3 copies, fully described for product or method being replaced by substitution, including related specification section and drawings number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect of construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.5 PRODUCT DELIVERY-STORAGE-HANDLING

- A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long term storage of products at site and overcrowding of construction spaces. In particular, provide deliver/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damage, or sensitive to deterioration, theft and other sources of loss.

1.6 WARRANTIES (GUARANTEES)

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:

1. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
 2. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract documents requirements.
 3. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.
- B. Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
- C. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.
- D. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work on project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
1. Consequential Damages: Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- E. Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, stating on date of acceptance of replaced or restored work.
1. A period of time equal to original warranty period of time.

- F. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful services lives.
- G. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or subcontract for material or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.
- H. Specific Warranty Forms: Where a special project warranty (guarantee) or specified product warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution (through Architect/Engineer) for approval prior to final executions.

PART 2: PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCES

- A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.
- B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:
 - 1. Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.
 - 2. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.
 - 3. "Or Equal": Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's/Engineer's approval (by change order) to provide an unnamed product.

4. Standards, Codes and Regulations: Where only compliance with an imposed standard, Code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
5. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
6. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing, and similar operations in manufacturing process.
7. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architects/Engineers judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract documents provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
8. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architects/Engineers selection.

2.2 *SUBSTITUTIONS*

- A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
 1. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
 2. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which

Contractor thereby certifies to overcome such non-compatibility, non coordination, non-warranty, non-insurability or other non-compliance as claimed.

3. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
 - a. Submit within 10 days of Notice To Proceed, any proposed substitutions with reason for the substitution as outlined above.
- B. Work-Related Submittals: Contractor's submittal of, and Architect's/Engineer's approval of, shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 *GENERAL PRODUCT REQUIREMENTS*

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
- B. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.
 1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
 2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 01700 - PROJECT CLOSEOUT

PART 1-GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.3 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Architect' s/Engineer's inspection for certification of substantial completion (for either entire work or portions thereof), complete the following and list known exceptions in request:
 - 1 . In progress payment request, coincident with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete", or list incomplete items, value of incompleteness, and reasons for being incomplete.
 - 2. Include supporting documentation for completion as indicated in these contract documents.
 - 3. Submit statement showing accounting of changes to Contract Sum.
 - 4. Advise Owner of pending insurance change-over requirements.
 - 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
 - 6. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) occupancy permits, operating certificates, and similar releases.
 - 7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.

8. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
 9. Complete final cleaning up requirements, including touch-up painting of marred surfaces.
- B. Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punchlist" for final acceptance.

1.4 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Prior to requesting Architect's/Engineer's final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
 3. Submit certified copy of Architect's/Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect/Engineer.
 4. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.
 5. Submit consent of surety and waiver of liens.
 6. Submit final liquidated damages settlement statement, acceptable to Owner.
 7. Revise and submit evidence of final, continuing insurance coverage complying with requirements.
- B. Re-inspection Procedure: Upon receipt of Contractor's notice that the work has been completed, including punch list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect/Engineer will re-inspect the work. Upon completion of re-inspection, Architect/Engineer will either prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in "submittals" section. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for Architect's/Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross reference at corresponding location on working drawings. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at later date. Note: relate change order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.
- C. Record Specifications: Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect/Engineer for Owner's records.
- D. Maintenance Manual: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawing, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's

representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate startup, shutdown, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

3.2 FINAL CLEANING

- A. General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
1. Remove labels which are not required as permanent labels.
 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substrates which are noticeable as vision obscuring materials. Replace broken glass and damaged transparent materials.
 3. Clean exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substrate. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
 4. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 5. Vacuum clean carpeted surfaces and similar soft surfaces.
 6. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.
 7. Lubricant properly and completely all machinery in this contract.
 8. The windows furnished for this project are a finished product and shall be treated as such by all trades. The General Contractor shall see that these windows are not mistreated or abused. The masonry and plaster Contractor shall be sure that mortar or plaster spots are not allowed to stay on aluminum surfaces for more than 12 hours. Windows shall not be used as supports for scaffolding or any other purpose that will damage them. The General Contractor shall provide the

necessary protection of all windows from misuse or damage during the course of erection and shall clean all plaster, mortar or other foreign materials from the windows after installation and glazing. All glass in windows, exterior and interior, shall be cleaned with glass cleaner.

- B. Restoration of Site: At completion of Project and before leaving job site, Contractor shall be responsible for restoring the site to the original state in which he found it at the start of the Project. This will include repair of grass areas used for storage of materials or stockpiling of debris, and repair of any other areas on property which the Contractor has damaged in the course of his work.
- C. Removal of Protection: Except as otherwise indicated or requested by Architect/Engineer, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
- D. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

END OF SECTION

SECTION 01710 - CLEANING

PART 1: GENERAL. The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 GENERAL WORK BY EACH CONTRACTOR

Remove from glass, all stains, labels, and paint and then wash. Do not remove labels until Engineer notifies Contractor that he has checked same for grading. Before final acceptance, General Contractor shall wash and clean all windows, interior and exterior.

Remove all marks, stains, fingerprints, and other soil and dirt from painted work.

Clean and polish, removing all stains, dust, dirt, paint, etc. from hardware.

Clean off all ink, stains dirt, dust, oil, paint, etc., from fixtures and equipment.

Clean and polish all floors. All carpeting shall be vacuumed clean.

Lubricant properly and completely all machinery in this contract.

Remove all foreign materials from roof.

Remove all foreign materials from lawn and site area.

All pavement and sidewalk areas shall be left broom clean.

The windows furnished for this project are a finished product and shall be treated as such by all trades. The General Contractor shall see that these windows are not mistreated or abused. The masonry and plaster Contractor shall be sure that mortar or plaster spots are not allowed to stay on aluminum surfaces for more than 12 hours. Windows shall not be used as supports for scaffolding or any other purpose that will damage them. The General Contractor shall provide the necessary protection of all windows from misuse or damage during the course of erection and shall clean all plaster, mortar or other foreign materials from the windows after installation and glazing.

1.2 MECHANICAL AND ELECTRICAL CONTRACTOR

The Mechanical Contractor and Electrical Contractor shall lubricate properly and completely, all machinery. (See Mechanical and Electrical Sections for required items of cleaning.)

1.3 ALL CONTRACTORS

During construction all contractors shall be responsible for removing debris left by his work at frequent intervals in order that no large accumulation of debris be left for any length of time. Each contractor shall remove all tools, scaffolding, waste materials caused by operations under his charge and at completion of job leave his work in cleaned condition satisfactory to the Owner and Engineer.

END OF SECTION

SECTION 01740 - WARRANTIES

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division I Section "Contract Closeout" specifies contract closeout procedures.
 - 2. Divisions 2 through 16 Sections for specific requirements for warranties on products and' installations specified to be warranted.
 - 3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the Architect/Engineer prior to the date certified for Substantial Completion. If the Architect's/Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect/Engineer.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect/Engineer within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect/Engineer, for approval prior to final execution.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½" X 11" paper.
1. Provide tabbed divider for each separate warranty. Mark the 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 the Installer.
 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project title or name, and name of the Contractor.
 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION

3.1 LIST OF WARRANTIES

- A. The Roofing Contractor shall provide the Owner with a GAF Everguard 15 Year No Dollar Limit Diamond Pledge (Edge to Edge) labor and material warranty on this project. Provide the Owner documentation of acceptance and approval of the installed roofing system by GAF with all warranty documents.

END OF SECTION

SECTION 02050 - DEMOLITION

PART 1: GENERAL. The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 REMOVAL

This Section requires the removal and subsequent off-site disposal of the following:

- A. Removal of existing vegetation shown on the Site Plan as to be removed.
- B. Removal of concrete and asphalt paving as shown on the Site Plan.

1.2 CONDITION OF STRUCTURES

- A. The Owner assumes no responsibility for the actual condition of items that are to be removed, replaced, and or repaired. Field verify condition of existing structure prior to start of any work.

1.3 PROTECTIONS

- A. Provide temporary barricades and other forms of protection as required to protect the Owner's personnel and general public from injury due to demolition work.
- B. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from the site.
- C. Protect existing site utilities, which are to remain in use.

1.4 DAMAGES

- A. Promptly repair all damages caused to adjacent facilities by demolition work at no cost to the Owner.

1.5 TRAFFIC

- A. Conduct demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, lawns, and other adjacent occupied or used facilities.

1.6 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain. Keep in service and protect against damage during demolition operations.

PART 2: PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION

SECTION 05540 – 60 MIL TPO ROOFING SYSTEM – BASE BID

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Thermoplastic Single-Ply Roofing
 - 2. Insulation
- B. Related Sections
 - 1. Section 06100: Rough Carpentry
 - 2. Section 07620: Sheet Metal Flashing and Trim
 - 3. Section 15430: Plumbing Specialties

1.02 REFERENCES

- A. Factory Mutual (FM Global) - *Approval Guide*
- B. Underwriters Laboratories (UL) - *Roofing Systems and Materials Guide* (TGFU R1306)
- C. American Society for Testing and Materials (ASTM) - *Annual Book of ASTM Standards*
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - *Architectural Sheet Metal Manual*
- E. National Roofing Contractors Association (NRCA)
- F. American Society of Civil Engineers (ASCE)

1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) *Roofing and Waterproofing Manual* for definitions of roofing terms related to this section.

1.04 PERFORMANCE REQUIREMENTS

- A. Provide an installed roofing membrane and base flashing system that does not permit the passage of water, and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.
- B. GAF® shall provide all primary roofing materials that are physically and chemically compatible when installed in accordance with manufacturers current application requirements.

1.05 SUBMITTALS

- A. Product Data: Provide product data sheets for each type of product indicated in this section.
- B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.

- C. Samples: Provide samples of insulations, fasteners, membrane materials and accessories for verification of quality.
- D. Certificates: Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.

1.06 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: GAF® shall provide a roofing system that meets or exceeds all criteria listed in this section.
- B. Installer's Qualifications:
 - 1. Installer shall be classified as a **Master or Master Select™** contractor as defined and certified by GAF®.
- C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- D. Final Inspection
Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.

1.07 PRE-INSTALLATION CONFERENCE

- A. Prior to scheduled commencement of the roofing installation and associated work, conduct a meeting at the project site with the installer, architect, owner, GAF® representative and any other persons directly involved with the performance of the work. The installer shall record conference discussions to include decisions and agreements reached (or disagreements), and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work.

1.08 REGULATORY REQUIREMENTS

- A. All work shall be performed in a safe, professional manner, conforming to all federal, state and local codes.

1.09 DELIVERY, STORAGE AND HANDLING

- A. Deliver all roofing materials to the site in original containers, with factory seals intact. All products are to carry either a GAF® or BMCA® label.
- B. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
- C. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
- D. Remove manufacturer supplied plastic covers from materials provided with such. Use "breathable" type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material will be installed.
- E. Materials shall be stored above 55°F (12.6°C) a minimum of 24 hours prior to application.

1.10 PROJECT CONDITIONS

A. Environmental Requirements & Restrictions

1. Proceed with roofing only when existing and forecasted weather conditions permit.
2. Make sure the RhinoBond® tool is set up properly for the ambient temperatures present.

1.11 WARRANTY

- A. Provide Manufacturers standard WeatherStopper® Diamond Pledge™ Guarantee with single source coverage and no monetary limitation where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship.
1. Duration: Twenty (20) years from the date of completion.

*Materials and workmanship of listed products within this section when installed in accordance with current GAF® application and specification requirements. Contact GAF® Contractor Services for the full terms and conditions of the guarantee.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

- A. GAF® - 1 Campus Drive, Parsippany, NJ 07054
- B. Firestone Building Products
- C. Johns Manville
- D. Carlisle Syntec Systems

2.02 INSULATION

- A. **Base Bid:** Rigid polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972. **EnergyGuard™ Polyiso**, with the following characteristics:
1. Board Thickness: 1.0"
 2. Thermal Resistance (LTTR value) of: Min. 5.6
- B. **Alternate #1:** Rigid, high-density polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972. **EnergyGuard™ HD Polyiso**, with the following characteristics:
1. Board Thickness: ½"
 2. Thermal Resistance (R value) of: 2.5
 3. Compressive Strength: 80 psi
- C. **Base Bid:** Flute Fillers
1. 1lb density white EPS foam flute filler at .10 lbs/sf

2.03 MEMBRANE MATERIALS

- A. A smooth type, polyester scrim reinforced thermoplastic polyolefin membrane with a nominal 0.060 inch (60 mil) thickness, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved. Each full roll contains approximately 1000 sq.ft. of roofing material, 10' X 100', weighing 322 lbs. **EverGuard® TPO 60 mil** thermoplastic single-ply roofing membrane by GAF®.

2.04 FLASHING MATERIALS

- A. A smooth type, polyester scrim reinforced thermoplastic polyolefin membrane with a nominal 0.060 inch (60 mil) thickness, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved. Each full roll contains approximately 1000 sq.ft. of roofing material, 10' X 100', weighing 322 lbs. **EverGuard® TPO 60 mil** thermoplastic single-ply roofing membrane by GAF®.

2.05 ADHESIVES, SEALANTS and PRIMERS

- A. Solvent-based Bonding Adhesive: Solvent based rubberized adhesive for use with EverGuard® TPO membranes, **EverGuard® TPO Bonding Adhesive**, by GAF®.
- B. Low VOC Solvent-based Bonding Adhesive: Solvent based rubberized adhesive for use with EverGuard® TPO membranes. Contains less than 250 grams per liter of Volatile Organic Content (VOC) and has been formulated using a blend of VOC exempt and non-exempt solvents to be in compliance with air quality regulations for single ply roofing adhesives, **EverGuard® Low VOC TPO Bonding Adhesive**, by GAF®.
- C. Solvent based liquid, required to protect field cut edges of EverGuard® TPO membranes. Applied directly from a squeeze bottle, **EverGuard® TPO Cut Edge Sealant**, by GAF®.
- D. Solvent based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard® Primer**, by GAF®.
- E. Solvent based seam cleaner used to clean exposed or contaminated seam prior to heat welding, **EverGuard® TPO Seam Cleaner**, by GAF®.
- F. Low VOC TPO cleaner designed to clean exposed or contaminated seams prior to heat welding to remove any residual soap or revitalize aged membranes. Contains only 50 grams per liter of Volatile Organic Content and has been formulated using a blend of primarily VOC-exempt ingredients to be in compliance with air quality regulations for single ply roofing products. **EverGuard® CleanWeld® Low VOC Cleaner/Conditioner** by GAF®.
- G. Solvent based synthetic elastomeric sealant designed for use where elastomeric caulks are required such as term bar applications, or around clamping rings at penetrations. **TOPCOAT® FlexSeal Caulk Grade**, by GAF®.
- H. One part butyl based high viscosity sealant suitable for sealing between flashing membrane and substrate surface behind exposed termination bars and for sealing between roofing membrane and drain flange. **EverGuard® Water Block**, by GAF®.
- I. 100% solids epoxy based two-part sealant suitable for filling sealant pans at irregularly-shaped penetrations. Epoxy is part A. Polyamide is part B. **EverGuard® 2-Part Pourable Sealant**, by GAF®.

2.06 ACCESSORIES

- A. Mechanical Fasteners
 1. **Drill•Tec™ XHD Screws**: Heavy gauge alloy steel fastener with CR-10 coating with a .275" diameter thread. Factory Mutual Standard 4470 Approved, #3 Phillips truss head for use on heavy steel decks.
 2. **Drill•Tec™ RhinoBond® TPO Plates**: Galvalume, 3" (7.6 cm) diameter, specially coated for use in RhinoBond® attachment systems.

B. Flashing Accessories

1. A smooth type, unreinforced thermoplastic polyolefin based membrane for use as an alternative flashing/reinforcing material for penetrations and corners. Required whenever preformed vent boots cannot be used, available in White, Tan, Gray, Regal Red, Regal Blue, and Hartford Green, 0.055 inches (55 mils) nominal thickness and sheet size: 24in x 50ft. **EverGuard® TPO Detailing Membrane**, by GAF.
2. An 8 inch (20 cm) wide smooth type, polyester scrim reinforced thermoplastic polyolefin membrane strip for use as a cover strip over coated metal and stripping-in coated metal flanges and general repairs: 0.045 inches (45 mils) nominal thickness with 100 foot length, available in White, Tan, Gray, Regal Red, Regal Blue, and Hartford Green **EverGuard® TPO Flashing Membrane**, by GAF.
3. Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6" on center or 8" on center. 3/4" x 10' with 0.090" cross section, **EverGuard® Lip Termination Bar**, by GAF.
4. A 6 inch (14 cm) wide, smooth type, heat-weldable polyester scrim reinforced thermoplastic polyolefin membrane strip. Designed for use as a cover strip over non-coated metal edges and flanges. Each full roll contains approximately 100 Lineal Ft. of material, 6" X 100'. **EverGuard® TPO Heat-Weld Cover Tape**, by GAF.
5. .045" reinforced TPO membrane with pressure sensitive adhesive, to be installed on horizontal surfaces using plates and fasteners as a base attachment in fully adhered systems. Size 6" x 100', **EverGuard® RTA (Roof Transition Anchor) Strip™**, by GAF
6. 24 gauge steel with 0.025" thick TPO based film as required for fabrication into metal gravel stop and drip edge profiles, metal base and curb flashings, sealant pans, and scupper sleeves. Standard sheet size 4' x 10', sheet weight 47 lbs. Custom sizes available, **EverGuard® TPO Coated Metal**, by GAF.

C. WALL & CURB ACCESSORIES

1. 55 mil TPO membrane and 24 gauge coated metal prefabricated into standard and custom size thru wall scuppers. Available in two sizes: 4" x 6" x 12" (l x w x d) with a 5.75" x 3.75" opening and 8" x 10" x 12" (l x w x d) with a 9.75" x 7.75" opening, **EverGuard® TPO Scupper**, by GAF
2. .045" thick reinforced TPO membrane fabricated corners. Available in four standard sizes to flash curbs. Four corners are required to flash the curb, **EverGuard® Corner Curb Wraps**, by GAF.
3. 0.045" thick molded TPO membrane outside corners of base and curb flashing. Hot-air welds directly to EverGuard TPO membrane. Size 4" x 4" with 6" flange, **EverGuard® TPO Universal Corners** by GAF.
4. 0.055" molded TPO membrane inside corners of base and curb flashing. Hot-air welds directly to EverGuard TPO membrane. Size 6" x 6" x 5.5" high **EverGuard® TPO Preformed Corners** by GAF.
5. 8" diameter, nominal .050" vacuum formed unreinforced TPO membrane for use in flashing outside corners of base and curb flashings, **EverGuard® TPO Fluted Corner**, by GAF.

D. PENETRATION ACCESSORIES

1. 0.075" thick molded TPO membrane sized to accommodate most common pipe and conduits, (1" to 6" diameter pipes), including square tube. Hot-air welded directly to EverGuard TPO membrane, supplied with stainless steel clamping rings, **EverGuard® TPO Preformed Vent Boots** by GAF.
2. 0.045" thick molded TPO membrane preformed boots are split to accommodate most common pipes and conduits and available in three standard sizes, **EverGuard® TPO Split Pipe Boots**, by GAF.
3. 0.045" thick molded TPO membrane preformed square boots are split to accommodate most common square penetrations and conduits and available in three standard sizes, **EverGuard® TPO Square Tube Wraps**, by GAF.
4. .070 thick molded penetration pocket to provide structure and foundation for the application of a pourable sealant for a variety of roof penetrations, weldable and 9" x 6" x 4" (l x w x h). **EverGuard® TPO Pourable Sealer Pocket**
5. .055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications. **EverGuard® TPO Drain** by GAF
6. Aluminum drain unit coated with a weldable TPO compound. TPO membrane can be heat welded directly to the drain body, resulting in a strong, secure installation. Each drain is fitted with a BlueSeal® mechanical drain seal for a secure, tight seal into the building drain system. Available in two sizes (3" and 4"), and custom sizes are available. **EverGuard® TPO Coated Metal Drain** by GAF®

E. ROOF EDGE ACCESSORIES

1. Three piece fascia system with continuous galvanized steel spring cant, exterior decorative snap-on fascia and available in 10 foot lengths in standard or custom colors, **EverGuard® Snap-on Fascia** by GAF®.
2. Two piece fascia system with rigid terminator base plate and exterior decorative fascia cover available in 10 foot lengths in standard or custom colors for use with 45 mil and 60 mil only, **EverGuard® EZ Fascia** by GAF®.
3. Two piece fascia system with rigid extruded terminator base plate and exterior decorative snap-on fascia cover available in 10 foot lengths in standard or custom colors, **EverGuard® EZ Fascia EX** by GAF®.

F. FIELD OF ROOF ACCESSORIES

1. Pre-manufactured expansion joint covers used to bridge expansion joint openings in a roof structure. Fabricated to accommodate all roof to wall and roof to roof applications, made of .060" reinforced TPO membrane, available in 5 standard sizes for expansion joint openings up to 8" wide. **EverGuard® TPO Expansion Joint Covers**, by GAF
2. .055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications. **EverGuard® T-Joint Patches**, by GAF.
3. 1/8" thick extruded and embossed TPO roll 34" x 50', heat welds directly to roofing membrane. Unique herringbone traction surface. Available in gray or yellow, **EverGuard® TPO Walkway Rolls**, GAF.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.

- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set, and that all flashings are tapered.

3.02 SUBSTRATE PREPARATION

- A. Steel Deck
 1. Metal decks must be a minimum uncoated thickness of 22 gauge (0.8 mm) and shall have a G-90 galvanized finish on all panels. FM requirements may supersede those set forth in this section. Consult the current FM Guide for more information.
 2. Decks must comply with the gauge and span requirements in the current Factory Mutual FM Approval Guide and be installed in accordance with Loss Prevention Data Sheet 1-28 or specific FM approval.
 3. When re-roofing over steel decks, surface corrosion shall be removed, and repairs to severely corroded areas made. Loose or inadequately secured decking shall be fastened, and irreparable or otherwise defective decking shall be replaced.

3.03 INSTALLATION - GENERAL

- A. Install GAF®'s EverGuard® TPO roofing system according to all current application requirements in addition to those listed in this section.
- B. GAF® EverGuard® TPO Specification #: **TRBNI60**
- C. Start the application of membrane plies at the low point of the roof or at the drains, so that the flow of water is over or parallel to, but never against the laps.

3.04 INSULATION - GENERAL

- A. Do not apply roof insulation or roofing until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment. A vapor retarder coated lightly with asphalt may be applied to protect the inside of the structure prior to the insulation and final roofing installation. Before the application of the insulation, any damage or deterioration to the vapor retarder must be repaired.
- B. Do not install wet, damaged or warped insulation boards.
- C. For new construction over a metal deck or tear off down to a metal deck, install insulation boards so that all edges are supported by the high flutes of the decking with no more than ¼" gap between adjoining boards. With the EverGuard® RhinoBond® Attachment System, the first (or only layer) of insulation does not need to be staggered. Butt the insulation, overlay/recover boards tightly together with no more than a ¼" gap between boards. If installing multiple layers of insulation, the boards should be staggered a min of 6".
- D. Overlay/recover boards may be installed using all full-size overlay boards in a non-staggered manner. These overlay/recover include gypsum (Dens Deck and Securock). If plywood or OSB is specified, it must be a minimum thickness of ¾".
- E. When installing the EverGuard® RhinoBond® Attachment System over tapered insulation, it is critical the RhinoBond® plates are flat and flush against the insulation surface to ensure proper welding of the plate to the

membrane. For this reason, it is preferable to install the tapered insulation first and cover the tapered system with an overlay/recover board.

- F. Do not install any more insulation than will be completely waterproofed each day.
- G. Do not align seams with rows of plates, as the step-down that is created will cause an incomplete weld of the RhinoBond® plate.
- H. Do not straddle plates over insulation joints, as the gaps will create an incomplete weld of the RhinoBond® plate.
- I. Use the appropriate length and type of Drill-Tec™ Fastener for the structural deck. See the EverGuard® RhinoBond® Attachment Table.
- J. EverGuard® RhinoBond® plates are different in type and color. TPO plates are a yellow/green, while the PVC plates are black in color. The appropriate plate must be used with the appropriate membranes.
- K. Mechanical attachment for the three distinct areas or zones of a roof
 1. Roof areas have three distinct areas or zones. They are corners (either inside or outside), roof perimeter, and the field of the roof. Each of these areas have their own attachment rates.
 2. These zones or areas have to be determined before the insulation, cover or overlay board's fasteners are installed. A building's perimeter edges and corner areas or zones are determined by the height and width and other conditions referenced by ASCE 7 and FM 1-29.
- L. Securing the EverGuard® RhinoBond® Plate and Fastener
 1. Insulation, overlay/recover boards are to be mechanically attached to the structural deck in accordance with the RhinoBond® Attachment Table
 2. Install the proper number of fasteners per insulation overlay/recover board per roof zone or area.
 3. Fasten to the substrate in an appropriate grid pattern as established by the RhinoBond® Attachment Table. Using chalk lines to make the grids on the substrate is the easiest way to make sure the grid is consistent and plates are easy to find.
 4. Fasteners must be tight enough that the EverGuard® RhinoBond® Plate does not turn or rock.
 5. Over-driven fasteners that distort the face or top of the plate must be removed and discarded. A new EverGuard® RhinoBond® Plate and Fastener must be reinstalled next to the original, but not into the same space and hole.
 6. Under driven or "high fasteners" must be re-driven to proper depth.
 7. When installation of RhinoBond® Plates and Fasteners are complete, the area should be blown or broomed clean to remove any dirt or debris from the substrate surface or contaminates from the plate's bonding surface. This is critical so as not to puncture the membrane from beneath or to impair the welding of the membrane to the EverGuard® RhinoBond® Plate.

3.05 INDUCTION WELDING OF THE EVERGUARD® MEMBRANE (RhinoBond)

- A. Equipment
 1. RhinoBond® Portable Bonding Machine (a minimum of two machines is recommended per project).
 2. Minimum 5000-watt, continuous generator per two RhinoBond® Portable Bonding Machines.
 3. 100' max length, #12 minimum gauge electrical cords.
 4. 6 cooling clamps (stand-up magnets that put pressure on the newly welded plate)
 5. Pliers
 6. Heavy duty plunger
 7. Lumber Crayon
- B. Equipment Settings

1. **IMPORTANT:** As with any electrical tool, it is imperative that the tool receive the recommended amount of current for its proper operation. Damage could result from overload (surge) as well as a low voltage situation. No other electrical devices shall be run at the same time as the RhinoBond® Portable Bonding Machines.
 2. The RhinoBond® tool must be adjusted to achieve the maximum bond strength with most roofing membranes between 0° and 120° F.
- C. Calibration of the machine
1. The user must adjust the RhinoBond® tool to achieve maximum bond strength with EverGuard® roofing membranes from 0° to 120° F ambient temperatures. The tool leaves the factory set to deliver an optimal weld with most membranes at 70°F when set to an energy level of “0”. The energy level must be adjusted up (+1, +2, etc.) when temperatures are below 70°F, and down (-1, -2 etc.) when temperatures are above 70°F. These adjustments can be made by using the up/down arrow keys next to the display window on the machine.
 2. In an area adjacent to the day’s work, lay out 5 EverGuard® RhinoBond® Plates 10” apart and cover them with a fresh piece of field membrane approximately 18” x 5’.
 3. Locate the plates under the membrane by dragging your foot across the surface of the membrane. After locating the RhinoBond® Plate, center the machine’s red location circle directly over the plate.
 4. Determine an initial setting based on the ambient temperature. Remember that 70°F is a “0” energy setting on the display. On a 110° F day in Phoenix, AZ your initial energy setting may be “2” or “3”.
 5. Weld the first plate at your initial energy setting and immediately place the cooling clamp onto the plate and mark the setting with the lumber crayon. Increase the energy setting using the “up” arrow on the machine by a unit of 1. Weld the second plate to the right of the first plate; mark the setting in crayon and put the second cooling clamp on the plate. Increase by another unit of 1 and weld the third plate. Repeat this process for the next two plates – installing them to the left of your first weld – except *reduce* the energy setting by a unit of 1 from your original setting each time. From left to right, your set of plates will be marked as follows (on a 70 degree F day): -2, -1, 0, 1, 2.
 6. Let the membrane over the plates cool to ambient temperature and fold the membrane over exposing the RhinoBond® Plates. Standing on the membrane, use your pliers to grip the plate and pull the plate from the test material, delaminating the plate from the membrane in the process.
 7. Three distinct types of bonds are probable, and are as follows: Full bond, an even and consistent weld of the membrane to the plate. The plate will also leave an impression in the membrane. This is a spec installation. Uneven/incomplete weld of the plate to the membrane. Cause of failure may be energy source set too low, machine not centered over the plate completely, or the plate may be over-driven. This would be a complete or partial hit of the plate. Remember, a full concentration of heat applied to the plate is needed to achieve a spec weld.
- D. Place roof membrane so that wrinkles and buckles are not formed. Any wrinkles or buckles must be removed from the sheet prior to permanent securement.
- E. Full-width rolls shall be installed in the field and perimeter regions of the roof.
- F. Overlap full roof membrane sheets a minimum of 3” for side and end laps.
- G. Install membrane so that the lap runs across the roof slope and lapped toward the drainage points if possible.
- H. All exposed sheet corners shall be rounded a minimum of 1”.
- I. All cut edges of reinforced TPO membrane must be sealed with EverGuard® TPO Cut Edge Sealant.
- J. Weld TPO to RhinoBond® Plates with RhinoBond® Portable Bonding Tool. Weighted cooling magnets are placed over the bonded membrane/plates for a minimum of 45 seconds.
- K. **Alternate Method: A Fully Adhered TPO membrane system is also acceptable.**

3.06 FLASHINGS

A. General:

1. All penetrations must be at least 24" (61 cm) from curbs, walls, and edges to provide adequate space for proper flashing.
2. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site condition.
3. All coated metal and membrane flashing corners shall be reinforced with preformed corners or non-reinforced membrane.
4. Hot-air weld all flashing membranes, accessories, and coated metal. A minimum 2" wide (hand welder) weld is required.
5. All cut edges of reinforced membrane must be sealed with EverGuard® TPO Cut Edge Sealant.
6. Consult the EverGuard® *Application and Specifications Manual* or GAF® Contractor Services for more information on specific construction details, or those not addressed in this section.

B. Coated Metal Flashings:

1. Coated metal flashings shall be formed in accordance with current EverGuard® construction details and SMACNA guidelines.
2. Coated metal sections used for roof edging, base flashing and coping shall be butted together with a ¼" gap to allow for expansion and contraction. Hot-air weld a 6" wide reinforced membrane flashing strip to both sides of the joint, with approximately 1" on either side of the joint left un-welded to allow for expansion and contraction. 2" wide aluminum tape can be installed over the joint as a bond-breaker, to prevent welding in this area.
3. Coated metal used for sealant pans, scupper inserts, corners of roof edging, base flashing and coping shall be overlapped or provided with separate metal pieces to create a continuous flange condition, and pop-riveted securely. Hot-air weld a 6" wide reinforced membrane flashing strip over all seams that will not be sealed during subsequent flashing installation.
4. Provide a ½" hem for all exposed metal edges to provide corrosion protection and edge reinforcement for improved durability.
5. Provide a ½" hem for all metal flange edges whenever possible to prevent wearing of the roofing and flashing membranes at the flange edge.
6. Coated metal flashings shall be nailed to treated wood nailers or otherwise mechanically attached to the roof deck, wall or curb substrates, in accordance with construction detail requirements.

C. Reinforced Membrane Flashings:

1. The thickness of the flashing membrane shall be the same as the thickness of the roofing membrane.
2. Membrane flashing may either be installed loose or fully adhered to the substrate surface in accordance with "Construction Detail Requirements".
3. Where flashings are to be fully adhered, apply bonding adhesive at a rate resulting in 60 square feet/gallon of finished roofing material for solvent-based bonding adhesives, and at a rate of 125 square feet/gallon of finished roofing material for water-borne bonding adhesive. Apply bonding adhesive to both the underside of the membrane and the substrate surface at 120 square feet per gallon (Solvent Based) and 250 square feet per gallon (Water Based). A greater quantity of bonding adhesive may be required based upon the substrate surface condition. The bonding adhesive must be allowed to dry until tacky to the touch before flashing membrane application.
4. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application.
5. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.

D. Un-reinforced Membrane Flashings:

1. Un-reinforced membrane is used to field-fabricate penetration or reinforcement flashings in locations where preformed corners and pipe boots cannot be properly installed.
2. Penetration flashings constructed of un-reinforced membrane are typically installed in two sections, a horizontal piece that extends onto the roofing membrane and a vertical piece that extends up the penetration. The two pieces are overlapped and hot-air welded together.

3. The un-reinforced membrane flashing shall be adhered to the penetration surface. Apply bonding adhesive at a rate resulting in 60 square feet/gallon of finished roofing material for solvent-based bonding adhesives, and at a rate of 125 square feet/gallon of finished roofing material for water-borne bonding adhesive. Apply bonding adhesive to both the underside of the membrane and the substrate surface at 120 square feet per gallon (Solvent Based) and 250 square feet per gallon (Water Based). A greater quantity of bonding adhesive may be required based upon the substrate surface condition. The bonding adhesive must be allowed to dry until tacky to the touch before flashing membrane application.

E. Roof Edges:

1. Roof edge flashings are applicable for gravel stop and drip edge conditions as well as for exterior edges of parapet walls.
2. Flash roof edges with metal flanges nailed 4" O.C. to pressure-treated wood nailers. Where required, hot-air weld roof membrane to coated metal flanges.
3. When the fascia width exceeds 4", coated metal roof edging must be attached with a continuous cleat to secure the lower fascia edge. The cleat must be secured to the building no less than 12" O.C.
4. Alternatively, roof edges may be flashed with a 2-piece snap on fascia system, adhering the roof membrane to a metal cant and face nailing the membrane 8" on center prior to installing a snap-on fascia.
5. Flash roof edge scuppers with a coated metal insert that is mechanically attached to the roof edge and integrated as a part of the metal edging.

F. Parapet and Building Walls:

1. Flash walls with EverGuard® TPO membrane adhered to the substrate with bonding adhesive, loose applied (Less than 18" in height) or with coated metal flashing nailed 4" on center to pressure-treated wood nailers.
2. Secure membrane flashing at the top edge with a termination bar. Water Block shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 8" on center; termination bars that are counter flashed shall be fastened 12" on center.
3. Roof membrane must be mechanically attached along the base of walls with screws and plates (deck securement) or screws and inverted termination bar (wall securement) at the following rate:

RhinoBond® Systems

12" on center

4. All coated metal wall flashings and loose applied membrane flashings must be provided with separate metal counterflashings, or metal copings.
5. Metal counterflashings may be optional with fully adhered flashings depending on guarantee requirements. Exposed termination bars must be sealed with EverGuard® caulking.
6. Flash wall scuppers with a coated metal insert that is mechanically attached to the wall and integrated as part of the wall flashing.

G. Curbs and Ducts:

1. Flash curbs and ducts with EverGuard® TPO membrane adhered to the curb substrate with bonding adhesive, loose applied (Less than 18" in height) or with coated metal flashing nailed 4" on center to pressure-treated wood nailers.
2. Secure membrane flashing at the top edge with a termination bar. Water Block shall be applied between the curb/duct surface and membrane flashing underneath all termination bars. Exposed termination bars shall be mechanically fastened every 8" o.c.; termination bars that are counter flashed shall be fastened 12" on center.
3. Roof membrane must be mechanically attached along the base of walls with screws and plates (deck securement) or screws and inverted termination bar (wall securement) at the following rate:

RhinoBond® Systems

12" on center

4. All coated metal curb flashings and loose applied membrane flashings must be provided with separate metal counterflashings, or metal copings.

5. Metal counterflashings may be optional with fully adhered flashings depending on guarantee requirements. Exposed termination bars must be sealed with EverGuard® caulking.

H. Roof Drains:

1. Roof drains must be fitted with compression type clamping rings and strainer baskets. Original-type cast iron and aluminum drains, as well as retrofit-type cast iron, aluminum or molded plastic drains are acceptable.
2. Roof drains must be provided with a minimum 36" x 36" sump. Slope of tapered insulation within the sump shall not exceed 4" in 12".
3. Extend the roofing membrane over the drain opening. Locate the drain and cut a hole in the roofing membrane directly over the drain opening. Provide a ½" of membrane flap extending past the drain flange into the drain opening. Punch holes through the roofing membrane at drain bolt locations.
4. For cast iron and aluminum drains, the roofing membrane must be set in a full bed of water block on the drain flange prior to securement with the compression clamping ring. Typical water block application is one 10.5 ounce cartridge per drain.
5. Lap seams shall not be located within the sump area. Where lap seams will be located within the sump area, a separate roof membrane drain flashing a minimum of 12" larger than the sump area must be installed. The roof membrane shall be mechanically attached 12" on center around the drain with screws and plates. The separate roof drain flashing shall be heat welded to the roof membrane beyond the screws and plates, extended over the drain flange, and secured as above.
6. Tighten the drain compression ring in place.

3.07 TRAFFIC PROTECTION

- A. Install walkway pads/rolls at all roof access locations and other designated locations including roof-mounted equipment work locations and areas of repeated rooftop traffic.
- B. Walkway pads must be spaced 2" apart to allow for drainage between the pads.
- C. Fully adhere walkway pads/rolls to the roof membrane with solvent-based bonding adhesive, applied at the rate of 1 gal. per 100 sq. ft. to both the walkway and roof membrane surfaces. Press walkway in position once adhesive is tacky to the touch.
- D. Alternatively, walkway pads/rolls may be hot-air-welded to the roof membrane surface continuously around the perimeter of the pad/roll.

3.08 ROOF PROTECTION

- A. Protect all partially and fully completed roofing work from other trades until completion.
- B. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.
- C. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.
- D. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.

3.09 FIELD QUALITY CONTROL

- A. Check the quality of plate welds with a heavy-duty plunger. Set the plunger beside the plate and pull up to see if the weld holds the plate. Cut a small slit in the plunger head to remove the vacuum pressure.

3.10 CLEAN-UP

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.
- E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
- F. Clean and restore all damaged surfaces to their original condition.

END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

PART 1: GENERAL The General Conditions and other Contract Documents are hereby made a part of this Section to the same extent as if written out in full.

1.1 SCOPE

Furnish all labor, materials, equipment, special tools, supervision and all services required to complete all rough carpentry work indicated, noted or detailed, or the drawings and specified herein.

Furnish all rough lumber, etc. and all labor necessary to install same. Any item or part required to complete the installation to that intended by the drawings shall be furnished and installed as though it were indicated, noted or specified.

Wood Grounds as required.

Wood nailing blocks as required.

Scaffolding.

All rough hardware of every description.

Boxing and guards necessary to protect pre-cast work, masonry, plumbing, fixtures, etc.

Wood vent curbs on roofs.

Miscellaneous shelving.

This also includes the temporary enclosing of the building and erection of barricade when required and the prompt performance upon request and without extra charge of all necessary cutting, framing, jobbing, etc. for other craftsmen on the building excepting only such as has been heretofore specified to be provided by them.

Read all other specifications for work by other trades and include all carpenter work and work in wood as part of the work under this Section.

Note that Specifications for wood from work required in connection with concrete is hereinbefore described in Division 3.

PART 2: MATERIALS

2.1 MATERIAL

Lumber:

1. Framing (Beams and Lintels): Southern Yellow Pine, #1 Grade.
2. Studs: Spruce, Pine, Fir #2 grade.
3. Grounds, blocking and nailers: standard or Utility Grade of above species.
4. All lumber shall be grade marked and trade marked.
5. Moisture Content: Kiln dried to maximum 15%.

Plywood:

1. Exterior Plywood: Medium density, trade marked EXT-DFPA, constructed of waterproof glue and grade marked A-C where one side is exposed, A-A where both sides are exposed and B-C where concealed.

2. Interior Plywood: Trade marked INT-DFPA or EXT-DFPA, constructed with moisture resistant glue, grade marked A-B where one side is exposed, A-A where both sides are exposed and B-D where concealed.

Treated Wood:

1. Conform to FS TT-W-571, Table 3.
2. All lumber in contact with masonry, concrete, or roof shall be redwood, cypress or preservative treated with water borne salt preservative, AWPI LP-2.
3. Brush all field cuts with preservative used in pressure treatment.
4. Lumber redried to maximum moisture content of 19%, marked DRY.
5. Fire Retardant Plywood: AWWPA C 27.

Rough Hardware:

1. Bolts: FS-B-575.
2. Lag Screws and Bolts: FS FF-B-561.
3. Toggle Bolts, Expansion Shields: FS FF-B-588.
4. Wood Screws: FS FF-S-111.
5. Nails: FS FF-N-105.

2.2 *STORAGE*

All lumber shall be stored off the ground and kept covered and protected from the weather until used in the project.

PART 3: EXECUTION

3.1 *PRELIMINARY AND ENCLOSING*

Install studs at all entrance door openings and provide and hang temporary pattern doors fitted with hinges, lock and key. Provide temporary enclosures for all openings on the Ground Floor, or at ground level. Keep in proper repair until final doors and sash are installed.

3.2 *LABOR*

All labor employed shall be skilled and under the supervision of a competent foreman.

Furnish, set and maintain runways of ladders, leading from lowest level of the building to the roof, with proper landings at each floor for the general use of all workmen. Provide temporary 2 X 8 plank treads in metal pan stairs.

Build approved covers over sills, etc. exposed to falling materials or debris.

Protect all open well holes, shafts, etc. or other places in the building which are dangerous to life and limb with strong barricades.

3.3 *FOUNDATIONS*

Furnish and set any foundations required. Foundations must be well secured in place, run true and plumb, and nailed to masonry by means of wall plugs.

3.4 *NAILING PIECES*

Carpenter shall provide wood furring, spot grounds of wood brick for insertion into walls where necessary and shall see that same are inserted into proper place during the construction of masonry.

3.5 *HARDWARE INSTALLATION*

Set all finishing hardware and protect same until building is accepted. Knobs and handles to be covered with flannel or similar material. All other hardware, such as nails, bolts, screws, and other rough hardware, shall be furnished by this contractor.

When finishing hardware is received at the building, the contractor shall check same, together with a representative of the hardware company, and he shall immediately report to the Engineers, any shortage of variation from the list furnished him. See specifications for finishing hardware.

3.6 *SETTING DOOR FRAMES*

Set all door frames and securely brace as approved.

3.7 *UTILITY SHELVING*

Furnish and install miscellaneous shelving in rooms wherever noted, scheduled or detailed. All shelving shall be 3/4" thick particle board "Novoply" or equal, and shall be supported on wood framing as detailed or wall cleats as detailed.

3.8 *WOOD CURBS FOR ROOF VENTS*

Vent curbs shall be as detailed and shall be constructed of pressure treated #1 yellow pine or Douglas Fir.

3.9 *INSULATION EDGING*

At edge of roofs install 6" wide X thickness indicated, wood nailers prior to installation of roof insulation specified. Wood nailers at edges of gravel stops and fascias shall be untreated material. Nailers at edges of insulation that abut rising surfaces shall be pressure treated material.

3.10 *BLOCKING FOR GRAVEL STOPS*

Provide and install wood blocking cut to size and shape shown, bolted into walls or roof decks with staggered bolting as shown.

END OF SECTION