FIVE COUNTY AOG

ST. GEORGE OFFICE BUILDING REMODEL AND NEW STORAGE BUILDING

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

MAY 2023
FOR BIDDING ONLY

Project #: 2201-036

Prepared by:

campbell architecture

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DOCUMENT 00 11 13 ADVERTISEMENT FOR BIDS

Five County Association of Governments, 1070 West 1600 South, Building B, St. George, Utah 84770

General Notice:

Five County Association of Governments, (Owner) is requesting Bids for the remodel of, and freestanding addition to, the **Five County Association of Governments Office Building** in St. George, and other related site work.

Bids for the project will be received at the office of the Five County Association of Governments located at 1070 West 1600 South, Building B, St. George, Utah until 3:30 pm MDT on Tuesday, June 6, 2023. At that time, the Bids received will be publicly opened and read.

Obtaining Bidding Documents:

Information and Bidding Documents for the Project can be found at the following designated website: **www.fivecounty.utah.gov**. The designated website will be updated with addenda, plan holders list, reports, and other information relevant to submitting a Bid for the Project.

The Issuing Office for the Bidding Documents is: **Campbell Architecture**, **46 North 200 East, St. George**, **Utah 84770.** Submit all questions regarding the bid documents to Kim Campbell at kim.c@campbelldesign.us.

Pre-bid Conference:

A pre-bid conference for the Project will be held on **Tuesday, May 16** at **3:30 pm** MDT at **the project site**. Attendance at the pre-bid conference is mandatory.

Instructions to Bidders:

For further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. The Owner may reject any or all bids submitted.

Issued by:

Owner: Five County Association of Governments

By: Gary Zabriskie
Date: May 12, 2023

DOCUMENT 00 11 16

INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Five County AOG St. George Office Building Remodel.
 - 1. Project Location: 1070 West 1600 South, Bldg. B, St. George, Utah 84770
- C. Owner: Five County AOG
 - 1. Owner's Representative: Gary Zabriskie
- D. Architect: Campbell Architecture, LLC.
- E. Construction Manager: Kim Campbell
- F. Miscellaneous Information:
 - 1. The project is tax exempt.
- G. Project Description:
- H. Construction Contract: Bids will be received for the following Work:
 - 1. A Single Prime Contract consisting of the following subcontracts:
 - a. General Building Construction.
 - b. Plumbing Construction.
 - c. Mechanical Construction.
 - d. Electrical Construction.
 - e. Site Utility.

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below.
 - 1. Bids for the construction of the Project will be received at the Five County AOG Office 1070 W 1600 S, Building B, St. George, Utah, until June 6th, 2023 at 3:30pm local time. At that time, the Bids received will be publicly opened and read.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID CONFERENCE

A. A pre-bid conference for the Project will be held on May 16th, 2023 at 5 County AOG Offices located at 1070 W 1600 S, Building B, St. George, Utah local time at 3:30pm. Attendance at the pre-bid conference is encouraged but not required. A zoom link will be provided. Contact Farah Stout at farah.s@campbelldesign.us to acquire the link.

1.5 DOCUMENTS

- A. Information and Bidding Documents for the Project can be found at the following designated websites: http://www.fivecounty.utah.gov
- B. Bidding Documents may be downloaded from the designated websites. The designated websites will be updated with addenda, plan holders list, reports, and other information relevant to submitting a Bid for the Project. Official notifications, addenda, and other Bidding Documents will be offered through the designated websites.
- C. The Issuing Office for the Bidding Documents is Campbell Architecture. Submit all questions regarding the bid documents to Farah Stout at farah.s@campbelldesign.us.
- D. Prospective Bidders may examine the Bidding Documents at the Issuing Office Monday through Friday between the hours of 8:00am to 5:00pm, except holidays or may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the designated websites and the Issuing Office.
- E. Printed copies of the Bidding Documents may be obtained from the Issuing Office upon payment of \$60.00 for each set, no part of which will be refunded. Make checks payable to Campbell Architecture.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time committed too on the bid form.
- B. Liquidated Damages:
 - 1. Liquidated damages will be assessed for every calendar day beyond the days committed to on the bid form of \$250.00 per day.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
 - 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 00 21 13

Instructions to Bidders

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

Five County AOG - St. George Office Building Remodel 1070 W 1600 S, BLD B, St. George UT $\,84770$

Remodel the interior of the existing Five County AOG building which includes moving the main entry restroom adjacent to an enclosed receptionist area, moving corridor security doors, repair below floor sewer of fix flooring, and add new carpet throughout. This project also includes adding a new rear storage building behind the office building, redesign site retention system due to storage building location, and modifying rear landscaping due to retention and new storage building being added.

THE OWNER:

(Name, legal status, address, and other information)

Five County Association of Governments, Other 1070 West 1600 South, Bldg B PO Box 1550 St. George, UT 84771-1150

Telephone Number: 435-673-3548

THE ARCHITECT:

(Name, legal status, address, and other information)

Campbell Architecture, Limited Liability Company 46 North 200 East St. George, Utah 84770 Telephone Number: (435) 628-5969

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE
REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS.
CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

- § 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.
- § 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.
- § 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.
- § 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

- § 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.
- § 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Submit all questions regarding the bid documents to Kim Campbell at kim.c@campbelldesign.us

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

- § 3.3.2.1 Written requests for substitutions shall be received by the Architect at least seven days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.
- § 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.
- § 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.
- § 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- § 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

- § 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310[™], Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Bids for the project will be received at the office of the Five County Association of Governments located at 1070 West 1600 South, Building B, St. George, Utah until 3:30 pm MDT on Tuesday, June 6, 2023. At that time, the Bids received will be publicly opened and read.

- § 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- § 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.
- § 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- § 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

- § 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- § 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- § 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

- § 7.1 Bond Requirements
- § 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
- § 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
- § 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(Paragraphs deleted)

- § 7.2 Time of Delivery and Form of Bonds
- § 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.
- § 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.
- § 7.2.3 The bonds shall be dated on or after the date of the Contract.
- § 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- § 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:
 - .1 AIA Document A101™—2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Paragraph deleted)

- .2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
- .3 AIA Document A201TM—2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Paragraphs deleted)

- .4 Drawings
- .5 Specifications

.6 (Paragraphs deleted) Addenda:

(Table deleted)(Paragraphs deleted)

DOCUMENT 00 41 13

BID FORM

1.1	BID INFORMATION
A.	Bidder:
B.	Project Name: Five County AOG – St. George Office Building Remodel.
C.	Project Location: 1070 West 1600 South, Bldg. B, St. George, Utah 84770
D.	Owner: Five County AOG
E.	Architect: Campbell Architecture, LLC.
F.	Architect Project Number: 2201-036.
G.	Five County AOG waves any building permit fees, impact fees, and plan check fees.
1.2	CERTIFICATIONS AND BASE BID
A.	Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, and all subsequent Addenda, as prepared by Campbell Architecture and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
	1 Dollars (\$).
1.3	BID GUARANTEE
A.	The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
	1 Dollars (\$).
В.	In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the bid bond.

SUBCONTRACTORS AND SUPPLIERS 1.4

A.	The following companies shall execute subcontracts for the portions of the Work indicated:
	1. Concrete Work:
	2. Fire Alarm:
	3. Fire Sprinkler System:
	4. Plumbing Work:
	5. HVAC Work:
	6. Electrical Work:
	7. Framer:
	8. Gypsum Board:
	9. Ceramic Tile:
	10. Painter:
	11. Roof tile:
	12. Door & Frames:
	18. Lay-In Ceilings:
1.5 A.	TIME OF COMPLETION The undersigned Bidder proposes and agrees hereby to commence the Work of the Contrac Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within calendar days.
1.6	ACKNOWLEDGMENT OF ADDENDA committed to on bid form.
A.	The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
	1. Addendum No. 1, dated
	2. Addendum No. 2, dated
	3. Addendum No. 3, dated
	4. Addendum No. 4, dated
1.7	BID SUPPLEMENTS
A.	The following supplements are a part of this Bid Form and are attached hereto.
	 Bid Form Supplement - Allowances. (refer to plans) Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.8 CONTRACTOR'S LICENSE

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

1.9	SUBMISSION OF BID	
A.	Respectfully submitted this day of	, 2023.
В.	Submitted By:	(Name of bidding firm or corporation).
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By:	(Type or print name).
E.	Title:	(Owner/Partner/President/Vice President).
F.	Witnessed By:	(Handwritten signature)
G.	Attest:	(Handwritten signature).
H.	By:	(Type or print name).
I.	Title:	(Corporate Secretary or Assistant Secretary).
J.	Street Address:	
K.	City, State, Zip:	
L.	Phone:	
M.	License No.:	
N.	Federal ID No.:	(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 13

BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A312-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; https://www.aiacontracts.org/; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 00 43 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address) Five County Association of Governments, Other 1070 West 1600 South, Bldg B PO Box 1550 St. George, UT 84771-1150

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any) Five County AOG - St. George Office Building Remodel 1070 W 1600 S, BLD B, St. George UT 84770

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

ADDITIONS AND DELETIONS:

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

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

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

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

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

AGREEMENT made as of the day of in the y (In words, indicate day, month and year.)	ear
BETWEEN the Owner: (Name, legal status, address and other information)	
and the Contractor: (Name, legal status, address and other information)	
for the following Project: (Name, location and detailed description)	
The Architect: (Name, legal status, address and other information)	*

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

The parties should complete A101°-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AlA Document A201°–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 6 DISPUTE RESOLUTION
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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

The date of this Agreement.
A date set forth in a notice to proceed issued by the Owner.
Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than	() calendar days from the date of commencement of the W	ork.
* 10 1 111111			

☐ By the following date:		
§ 3.3.2 Subject to adjustments of the Contracto be completed prior to Substantial Completed of such portions by the following dates:	et Time as provided in the Contract Doction of the entire Work, the Contracto	ocuments, if portions of the Work are r shall achieve Substantial Completion
Portion of Work	Substantial Completion Date	
§ 3.3.3 If the Contractor fails to achieve Subsany, shall be assessed as set forth in Section	stantial Completion as provided in this 4.5.	s Section 3.3, liquidated damages, if
§ 4.1 The Owner shall pay the Contractor the Contract. The Contract Sum shall be Documents.	e Contract Sum in current funds for the \$\\$), subject to additions and deductions	e Contractor's performance of the ons as provided in the Contract
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in the Con	ntract Sum:	
Item	Price	
§ 4.2.2 Subject to the conditions noted below execution of this Agreement. Upon acceptan (Insert below each alternate and the condition)	ice, the Owner shall issue a Modificati	on to this Agreement.
Item	Price	Conditions for Acceptance
§ 4.3 Allowances, if any, included in the Con (Identify each allowance.)	ntract Sum:	
Item	Price	
§ 4.4 Unit prices, if any: (Identify the item and state the unit price and	d quantity limitations, if any, to which	the unit price will be applicable.)
Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated de	amages, if any.)	
§ 4.6 Other: (Insert provisions for bonus or other incentive	ves, if any, that might result in a chang	ge to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)
☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
Litigation in a court of competent jurisdiction
Other (Specify)
If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.
ARTICLE 7 TERMINATION OR SUSPENSION § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.
§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.
ARTICLE 8 MISCELLANEOUS PROVISIONS § 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
§ 8.2 The Owner's representative; (Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™_2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

	0 7	0.1	
0	8.7	Other	provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction
- .4 AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

.5	Drawings			
	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda, if any:			
	Number	Date	Pages	
	Portions of Addenda relating to bidd	ling or proposal requirements	s are not part of the	Contract

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

.8 Other Exhibits:

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

AIA Document E204TM_2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

	☐ The Sustainability Plan:							
	Title	Date	Pages					
	☐ Supplementary and other Condition	ons of the Contract:						
	Document	Title	Date Pages					
Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201 TM —2017 provides that the advertisement or invitation to bid, Instructions to Bidde sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or propos requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)								
This Agreement entered into as of the day and year first written above.								
OWNER (Signal	gnature)	CONTRACTOR (Sa	ignature)					
(Printed na	me and title)	(Printed name and	d title)					



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Five County AOG - St. George Office Building Remodel 1070 W 1600 S, BLD B, St. George UT 84770

THE OWNER:

(Name, legal status and address)

Five County Association of Governments, Other 1070 West 1600 South, Bldg B PO Box 1550 St. George, UT 84771-1150

THE ARCHITECT:

(Name, legal status and address)

Campbell Architecture, Limited Liability Company 46 North 200 East St. George, Utah 84770

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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.6 Notice

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

§ 2.3 Information and Services Required of the Owner

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

- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

- § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.
- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

ARTICLE 4 ARCHITECT

§ 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 **SUBCONTRACTORS**

§ 5.1 Definitions

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - The change in the Work; .1
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to .1 permit evaluation:
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or .3 percentage fee; or
 - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

§ 8.3 Delays and Extensions of Time

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

§ 9.4 Certificates for Payment

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

§ 9.5 Decisions to Withhold Certification

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

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
- § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

- § 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
- § 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.
- § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

§ 13.3 Rights and Remedies

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be
 - .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
 - The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

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

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .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;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

- 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
- damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

<u>Five County AOG - St. George Office Building Remodel</u> 1070 W 1600 S, BLD B, St. George UT 84770

(Name, legal status and address)

Five County Association of Governments, Other 1070 West 1600 South, Bldg B
PO Box 1550
St. George, UT 84771-1150

<u>Campbell Architecture, Limited Liability Company</u>
46 North 200 East
St. George, Utah 84770

Certification of Document's Authenticity

AIA® Document D401 ™ - 2003

Farah Stout, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:11:44 ET or 05/10/2023 under Order No. 2114358546 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201 TM – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.
(Signed)
Title)
(Dated)



Payment Bond

(Name, legal status and address)	SURETY: (Name, legal status and principal place of business)	
OWNER: (Name, legal status and address)		This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered
CONSTRUCTION CONTRACT		plural where applicable.
Date:		
Amount:		
Description:		
(Name and location)		
BOND Date: (Not earlier than Construction Contract Date) Amount:		
Modifications to this Bond: ☐ None	☐ See Section 18	
ACCOUNT AND	SURETY Company: (Corporate Seal)	
Name	Signature: Name and Title: page of this Payment Bond.)	
ANUMEN	ss and telephone) OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)	

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

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

Init.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.





Performance Bond

(Name, legal status and address)	(Name, legal status and principal place of business)	
OWNER: (Name, legal status and address)		This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered
CONSTRUCTION CONTRACT		plural where applicable.
Date:		
Amount:		
Description:		
(Name and location)		9
BOND Date: (Not earlier than Construction Contract Date) Amount:		
Modifications to this Bond: ☐ None	☐ See Section 16	
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)	
Signature:	Signature:	
Name and Title:	Name and Title:	
(Any additional signatures appear on the last		
(FOR INFORMATION ONLY — Name, addre AGENT or BROKER:	ess and telephone) OWNER'S REPRESENTATIVE:	
	(Architect, Engineer or other party:)	

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
 - the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the .3 Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:



Name and Title:

Address

Name and Title:

Address



Change Order

PROJECT: (name and address)	CONTRACT INFORMATION: Contract For: Date:	CHANGE ORDER INFORMATION: Change Order Number: Date:			
OWNER: (name and address)	ARCHITECT: (name and address)	CONTRACTOR: (name and address)			
THE CONTRACT IS CHANGED AS FOL (Insert a detailed description of th upon adjustments attributable to e		erence specific exhibits. Also include agreed			
The original (Contract Sum) (Gua The net change by previously auth		\$			
	Maximum Price) prior to this Change Orde	Y			
	Maximum Price) will be (increased) (decre				
The new (Contract Sum) (Guarant	eed Maximum Price), including this Chan	ge Order, will be \$			
The Contract Time will be (increa	sed) (decreased) (unchanged) by	() days.			
The new date of Substantial Comp	oletion will be				
Contract Time, that have been auth by both the Owner and Contractor, Directive.	in which case a Change Order is executed	until the cost and time have been agreed upon I to supersede the Construction Change			
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OWNER.				
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)			
SIGNATURE	SIGNATURE	SIGNATURE			
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE			
DATE	DATE	DATE			



Application and Certificate for Payment

O OWNER.	PROJECT:	APPLICATION NO: Distribution to
		PERIOD TO:
		CONTRACT FOR:
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:
		PROJECT NOS:
		OTHER
CONTRACTOR'S APPLICATION FOR PAYMENT	PAYMENT Corrections with the Correction	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance
AIA Document G703°, Continuation Sheet, is attached.	mirection with the Contract.	with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and
2. NET CHANGE BY CHANGE ORDERS		that current payment shown herein is now due.
3. CONTRACT SUM TO DATE (Line $I \pm 2$)	- S	By:
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		: of:
5. RETAINAGE:		County of:
a% of Completed Work		Subscribed and sworn to before
(Colm	\$	me this day of
b% of Stored Material		
(Column F on G703)		Notary Public:
Total Retainage (Lines $5a + 5b$, or Total in Column I of G703)	of G703) \$	My commission expires:
6. TOTAL EARNED LESS RETAINAGE	8	ARCHITECT'S CERTIFICATE FOR PAYMENT
(Line 4 minus Line 5 Total)		In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Architect certifies to the Owner that to the best of the Architect's knowledge
(Line 6 from prior Certificate)	6	— information and belief the Work has progressed as indicated, the quality of the Work is accordance with the Contract Documents and the Contractor is entitled to navment of the
8. CURRENT PAYMENT DUE	\$	AMOUNT CERTIFIED.
9. BALANCE TO FINISH, INCLUDING RETAINAGE		AMOUNT CERTIFIED
(Line 3 minus Line 6)	\$	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)
CHANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS	
Total changes approved in previous months by Owner	\$	By: Date:
Total approved this month	\$	This Certificate is not negotiable. The AMOUNT CERTIFIED is navable only to the Contractor
TOTAL	\$	named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of
NET CHANGES by Change Order	\$	the Owner or Contractor under this Contract.



Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732TM, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

	I		RETAINAGE (If variable rate)	
1	H		BALANCE TO FINISH (C – G)	
JUEC INC	1	/	(O ÷ D)	
ANCHII ECI SI FROSECI NO.	g) I O I O	COMPLÈTED AND STORED TO DATE (D+E+F)	
~	ш		PRESENTLY STORED (Notin D or E)	
	ш	MPLETED	THIS PERIOD	
1	Ω	WORK COMPLETED	FROM PREVIOUS APPLICATION $(D+E)$	
C	C)		SCHEDULED VALUE	
ť	В		DESCRIPTION OF WORK	GRAND TOTAL
	<		ITEM NO.	

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Certificate of Substantial Completion

PROJECT: (name and add	353	RACT INFORMATION: eact For:	CERTIFICATE INFORMATION: Certificate Number: Date:
OWNER: (name and addre	ess) ARCH	IITECT: (name and address)	CONTRACTOR: (name and address)
to be substantially com designated portion is su or utilize the Work for below is the date establ	plete. Substantial Comp officiently complete in a	pletion is the stage in the progress accordance with the Contract Docute of Substantial Completion of the.	aments so that the Owner can occupy
ARCHITECT (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION
applicable warranties re (Identify warranties the commencement.) WORK TO BE COMPLET	equired by the Contract at do not commence on a	Documents, except as stated belo the date of Substantial Completion	n, if any, and indicate their date of
identified as follows:	npleted or corrected is a k to be completed or co.	attached hereto, or transmitted as a rrected.)	agreed upon by the parties, and
accordance with the Co warranties for items on final payment, whichev	ntract Documents. Unle the attached list will be er occurs first. The Con	ess otherwise agreed to in writing, the date of issuance of the final C	ne Contractor to complete all Work in the date of commencement of Certificate of Payment or the date of the Work on the list of items attached
Cost estimate of Work	to be completed or corre	ected: \$	
insurance, and other ite	ms identified below sha		urance requirements and coverage.)
The Owner and Contrac Completion:	ctor hereby accept the re	esponsibilities assigned to them in	this Certificate of Substantial
ONTRACTOR (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
WNER (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE

List of Subcontractors

PROJECT: (Name and address)

1 1

Five County AOG - St. George Office Building Remodel

1070 W 1600 S, BLD B, St. George UT 84770

TO ARCHITECT: (Name and address)

Campbell Architecture 46 North 200 East St. George, Utah 84770 ARCHITECT'S PROJECT NUMBER:

2201-036

DATE:

FROM CONTRACTOR: (Name and address)

CONTRACTOR'S PROJECT NUMBER:

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name

Address/Phone

Superintendent

Consent of Surety to Final Payment

changes will not be obscured.

CONTRACT FOR: CONTRACT FOR: ARCHITECT CONTRACT DATED: SURETY OTHER In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) on bond of (Insert name and address of Contractor) ARCHITECT CONTRACT DATED: SURETY CONTRACT DATED: SURETY CONTRACTOR, the Surety of any of its obligations to (Insert name and address of Owler) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title) CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that	PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER 🗆
TO OWNER: (Name and address) CONTRACT DATED: SURETY OTHER In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) on bond of (Insert name and address of Contractor) CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Signature of authorized representative) Attest: (Seat) (Printed name and title)			
In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) on bond of (Insert name and address of Contractor) , CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)		CONTRACT FOR:	
In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) on bond of (Insert name and address of Contractor) , SURETY, on bond of (Insert name and address of Contractor) , CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)	TO OWNED: (Name and address)	CONTRACT DATED	CONTRACTOR
In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) on bond of (Insert name and address of Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in swriting the month followed by the numeric date and year.) (Surety) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)	10 OWNER. (Name and dadress)	CONTRACT DATED:	SURETY 🗆
on bond of (Insert name and address of Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)			OTHER
on bond of (Insert name and address of Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)			
on bond of (Insert name and address of Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)	In accordance with the provisions of the Contract be	tween the Owner and the Contractor a	as indicated above, the
on bond of (Insert name and address of Contractor) , CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)	(Insert name and address of Surety)		
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) , OWNER, as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)			, SURETY,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) , OWNER, as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Surety) Attest: (Seal) (Printed name and title)			
(Insert name and address of Owner) as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in-writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)	hereby approves of the final payment to the Contract	or, and agrees that final payment to the	, CONTRACTOR, ne Contractor shall not relieve
as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)	the Surety of any of its obligations to		
as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)		7	ă.
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)			, OWNER,
(Insert in writing the month followed by the numeric date and year.) (Surety) (Signature of authorized representative) Attest: (Seal) (Printed name and title)			
(Signature of authorized representative) Attest: (Seal) (Printed name and title)			
(Signature of authorized representative) Attest: (Seal) (Printed name and title)			
Attest: (Seal) (Printed name and title)		(Surety)	
(Seal) (Printed name and title)		(Signature of authorized re	presentative)

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Proposal Request

PROJECT: (name and address):	CONTRACT INFORMATION: Contract For: Date:	Architect's Project number: Proposal Request Number: Proposal Request Date:
OWNER: (name and address):	ARCHITECT: (name and address):	CONTRACTOR: (name and address):
nodifications to the Contract Document () days or notify the A	oposal for changes to the Contract Sum and ments described herein. The Contractor sha Architect in writing of the anticipated date of proposed modifications to the Contract Do	all submit this proposal within of submission.
THIS IS NOT A CHANGE ORDER, A C VORK DESCRIBED IN THE PROPOS	ONSTRUCTION CHANGE DIRECTIVE, OR A ED MODIFICATIONS.	DIRECTION TO PROCEED WITH THE
REQUESTED BY THE ARCHITECT:		
PRINTED NAME AND TITLE		



Construction Change Directive

PROJECT: (name and address)	CONTRACT INFORMATION: Contract For: Date:	CCD INFORMATION: Directive Number: Date:		
OWNER: (name and address)	ARCHITECT: (name and address)	ONTRACTOR: (name and address)		
The Contractor is hereby directed t (Insert a detailed description of the	o make the following change(s) in this Cont e change and, if applicable, attach or referen	ract: nce specific exhibits.)		
PROPOSED ADJUSTMENTS 1. The proposed basis of adjustments	ent to the Contract Sum or Guaranteed Max	imum Price:		
☐ Lump Sum (increase) (de	ecrease) of \$			
☐ Unit Price of \$	per			
☐ Cost, as defined below, p (Insert a definition of, or	olus the following fee: method for determining, cost)			
☐ As follows:				
2. The Contract Time is proposed increase of days	to (be adjusted) (remain unchanged). The post (a decrease of days).	proposed adjustment, if any, is (an		
NOTE: The Owner, Architect and C Directive to the extent they agree up for the change(s) described herein.	Contractor should execute a Change Order to contract Sum,	o supersede this Construction Change act Time, or Guaranteed Maximum price		
When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.		
ARCHITECT (Firm name)	OWNER (Firm name)	CONTRACTOR (Firm name)		
SIGNATURE	SIGNATURE	SIGNATURE		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE		
DATE	DATE	DATE		

æ			

DOCUMENT 00 51 00

NOTICE OF AWARD

1.1 BID INFORMATION

- A. Bidder: < Insert successful bidder name>.
- B. Bidder's Address: < Insert street address, city, state, zip, and telephone>.
- C. Project Name: Five County AOG St. George Office Building Remodel.
- D. Project Location: 1070 West 1600 South, St. George, UT, 84770.
- E. Owner: Five County AOG.
 - 1. Owner's Representative: Gary Zabriskie.
- F. Architect: Campbell Architecture, LLC.
- G. Architect Project Number: 2201-036.

1.2 NOTICE OF AWARD OF CONTRACT

- A. Notice:
- B. Contract Sum: The Contract Sum is < Insert written amount> dollars (\$< Insert numeric amount>).

1.3 EXECUTION OF CONTRACT

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within 10 days of the above date of issuance of the Notice:
 - 1. Deliver to Owner 3 sets of fully executed copies of the Contract Documents.
 - 2. Deliver with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
- B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
 - 1. Within 10 days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

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END OF DOCUMENT 00 51 00

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DIVISION 01: GENERAL REQUIREMENTS

01 1000 SUMMARY

- 01 1100 Summary Of Work
- 01 1200 Multiple Contract Summary
- 01 1400 Work Restrictions

01 2000 PRICE AND PAYMENT PROCEDURES

01 2900 Payment Procedures

01 3000 ADMINISTRATIVE REQUIREMENTS

- 01 3100 Project Management And Coordination
- 01 3200 Construction Progress Documentation
- 01 3300 Submittal Procedures
- 01 3500 Special Procedures

01 4000 QUALITY REQUIREMENTS

- 01 4000 Quality Requirements
- 01 4100 Regulatory Requirements
- 01 4200 References
- 01 4301 Quality Assurance Qualifications
- 01 4523 Testing and Inspection Services

01 5000 TEMPORARY FACILITIES AND CONTROLS

- 01 5100 Temporary Utilities
- 01 5200 Construction Facilities
- 01 5400 Construction Aids
- 01 5600 Temporary Barriers And Enclosures
- 01 5700 Temporary Controls
- 01 5800 Project Identification

01 6000 PRODUCT REQUIREMENTS

- 01 6100 Common Product Requirements
- 01 6200 Product Options
- 01 6600 Product Delivery, Storage, And Handling Requirements

01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS

- 01 7300 Execution
- 01 7400 Cleaning And Waste Management
- 01 7700 Closeout Procedures
- 01 7800 Closeout Submittals

END OF TABLE OF CONTENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements Summary of Work requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Provisions contained in Division 01 apply to all Sections of Divisions 02 through 49 of Specifications. Instructions contained in Specifications are directed to Contractor. Unless specifically provided otherwise, obligations set forth in Contract Documents are obligations of Contractor.
- B. Contractor shall furnish total labor, materials, equipment, and services necessary to perform The Work in accordance with Contract Documents.
- C. Building and site shall not meet Sustainable Design Requirements.

1.3 WORK BY OWNER

- A. Owner will furnish and install some portions of The Work with its own forces. Contractor will be provided with schedule of when these items are to be performed.
 - 1. General:
 - a. Complete work necessary to accommodate work to be performed by Owner before scheduled date for performance of such work. Contractor will be back charged for actual expenses incurred by Owner for failure to timely complete such work.
 - b. Store and protect completed work provided by Owner until date of Substantial Completion.
 - 2. Work furnished and installed by Owner include, but are not limited to, following:
 - a. Selected Commercial Toilet Accessories.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Work Restrictions.

1.2 PROJECT CONDITIONS

- A. The building and its facilities will be in operation during construction. Temporary closures of construction areas is permitted and shall be coordinated with the Owner. During construction period, Contractor will have use of premises for construction operations. Contractor will ensure that Contractor, its employees, subcontractors, and their employees comply with following requirements:
 - 1. Confine operations to areas within Contract limits shown on Drawings. Do not disturb portions of site beyond Contract limits.
 - 2. Do not allow alcoholic beverages, illegal drugs, or persons under their influence on Project site.
 - 3. Do not allow use of tobacco in any form on Project Site.
 - 4. Do not allow pornographic or other indecent materials on site.
 - 5. Refrain from using profanity or being discourteous or uncivil to others on Project Site or while performing The Work.
 - 6. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on Project Site.
 - 7. Do not allow playing of obnoxious and loud music on Project Site. Do not allow playing of any music within existing facilities.
 - 8. Do not build fires on Project Site.
 - Do not allow weapons on Project Site, except those carried by law enforcement officers or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.
- B. Do not load or permit any part of the structure to be loaded with a weight that will endanger its safety. Questions of structural loading as part of construction means and methods shall be addressed by a licensed structural engineer engaged by Contractor, subject to the review by Architect.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements to prepare and process Applications for Payments.

1.2 PAYMENT REQUESTS

- A. Use AIA Payment Request forms provided by Owner.
- B. Each Payment Request will be consistent with previous requests and payments certified by Architect and paid for by Owner.
- C. Request Preparation:
 - 1. Complete every entry on Payment Request form.
 - 2. Entries will match data on approved schedule of values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - 3. Submit signed Payment Request to Architect with current Construction Schedule.
- D. Provide following submittals before or with submittal of Initial Payment Request:
 - 1. List of Subcontractors.
 - 2. Initial progress report.
 - 3. Contractor's Construction Schedule.
 - 4. Submittal Schedule.
- E. Provide Affidavit of Contractor and Consent of Surety with Payment Request following Substantial Completion.

1.3 SCHEDULE OF VALUES

- A. Submit schedule of values on Owner's standard form to Architect 20 days minimum before submission of Initial Payment Request as a necessary condition before payment will be processed. Coordinate preparation of schedule of values with preparation of Contractor's Construction Schedule. Correlate line items in Schedule of Values with other required administrative schedules and forms, including:
 - 1. Contractor's Construction Schedule.
 - 2. Payment Request form.
 - 3. Schedule of Allowances.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Project Management and Coordination on Projects.

1.2 PROJECT COORDINATION

- A. Project designation for this Project is Five County AOG St. George Office Building Remodel.
- B. This Project designation will be included on documents generated for Project by Contractor and Subcontractors, or be present on a cover letter accompanying such documents.

1.3 CONTRACT COORDINATION

- A. Contractor shall be responsible for accurately maintaining and reporting schedule of The Work from Notice to Proceed to date of Substantial Completion.
- B. Contractor shall be responsible for providing Temporary Facilities And Controls for those who perform work on Project from Notice to Proceed to date of Substantial Completion.
- C. Contractor shall be responsible for providing Construction Waste Management And Disposal services for those who perform work on Project from Notice to Proceed to date of Substantial Completion.
- D. Contractor shall be responsible for Final Cleaning for entire Project.

1.4 PROJECT MEETINGS AND CONFERENCES

- A. Progress Meetings:
 - 1. Attend progress meetings at Project site at regularly scheduled intervals determined by Architect, at least once a month.
 - 2. Progress meetings will be open to Owner, Architect, Subcontractors, and anyone invited by Owner, Architect, and Contractor.
 - 3. Be prepared to discuss items of significance that could affect progress, including following:
 - a. Progress since last meeting.
 - b. Whether Contractor is on schedule.
 - c. Activities required to complete Project within Contract Time.
 - d. Labor and materials provided under separate contracts.
 - e. Off-site fabrication problems.
 - f. Access.
 - g. Site use.
 - h. Temporary facilities and services.
 - i. Hours of work.

- j. Hazards and risks.
- k. Project cleanup.
- 1. Quality and Work standards.
- m. Status of pending modifications.
- n. Documentation of information for Payment Requests.
- o. Maintenance of Project records.
- 4. Architect will prepare minutes of progress meetings and distribute copies of minutes to Owner and Contractor within three (3) working days.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for documenting the progress of construction during performance of the Work.

1.2 SCHEDULING OF WORK

A. Bar Chart Schedule:

- 1. Submit horizontal bar chart schedule before Preconstruction Conference. Provide separate time bar for each construction activity listed on Owner's payment request form. Within each time bar, show estimated completion percentage. Provide continuous vertical line to identify first working day of each week. Show each activity in chronological sequence. Show graphically sequences necessary for completion of related portions of The Work. As The Work progresses, place contrasting mark in each bar to indicate actual completion.
- 2. Provide copies of schedule for Architect and Owner and post copy in field office.
- 3. Revise schedule monthly. Send copy of revised schedule to Owner and Architect and post copy in field office.

B. Daily Construction Reports:

- 1. Prepare daily reports of operations at Project including at least following information:
 - a. List of Subcontractors at site.
 - b. Approximate count of personnel at site by trade.
 - c. High and low temperatures, general weather conditions.
 - d. Major items of equipment on site.
 - e. Materials, equipment, or Owner-furnished items arriving at or leaving site.
 - f. Accidents and unusual events.
 - g. Site or structure damage by water, frost, wind, or other causes.
 - h. Meetings, conferences, and significant decisions.
 - i. Visitors to the job including meeting attendees.
 - j. Stoppages, delays, shortages, losses.
 - k. Any tests made and their result if known.
 - 1. Meter readings and similar recordings.
 - m. Emergency procedures.
 - n. Orders and requests of governing authorities.
 - o. Modifications received, carried out.
 - p. Services connected, disconnected.
 - q. Equipment or system tests and start-ups.
 - r. Brief summary of work accomplished that day.
 - s. Signature of person preparing report.
- 2. Submit daily reports to Architect at least weekly.
- 3. Maintain copies of daily reports at field office.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Submittal Procedures.

1.2 SUBMITTAL SCHEDULE

- A. Furnish submittal schedule within 20 days after receipt of Notice to Proceed, listing items specified to be furnished for review to Architect including product data, shop drawings, samples, and Informational submittals.
 - 1. Coordinate submittal schedule with Contractor's construction schedule.
 - 2. Enclose the following information for each item:
 - a. Scheduled date for first submittal.
 - b. Related Section number.
 - c. Submittal category.
 - d. Name of Subcontractor.
 - e. Description of part of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for Architect's final release or approval.
- B. Print and distribute copies to Architect and Owner and post copy in field office. When revisions are made, distribute to same parties and post in same location.
- C. Revise schedule monthly. Send copy of revised schedule to Owner and Architect and post copy in field office.

1.3 SUBMITTAL PROCEDURES

A. Coordination:

- Coordinate preparation and processing of submittals with performance of construction activities.
 Transmit each submittal sufficiently before performance of related construction activities to avoid delay.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - b. Coordinate transmittal of different types of submittals required for related elements of The Work so processing will not be delayed by need to review submittals concurrently for coordination. Architect reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

2. Processing Time:

a. Allow sufficient review time so installation will not be delayed by time required to process submittals, including time for resubmittals.

- 1) Allow 21 days for initial review. Allow additional time if processing must be delayed to allow coordination with subsequent submittals. Architect will promptly advise Contractor when submittal being processed must be delayed for coordination.
- 2) If an intermediate submittal is necessary, process same as initial submittal.
- 3) Allow 10 days for reprocessing each submittal.
- 4) No extension of Contract Time will be authorized because of failure to transmit submittals to Architect in sufficient time before work is to be performed to allow processing.

3. Identification:

- a. Place permanent label or title block on each submittal for identification. Include name of entity that prepared each submittal on label or title block.
 - 1) Provide space approximately 4 by 5 inches on label or beside title block on Shop Drawings to record Contractor's review and approval markings and action taken.
 - 2) Include following information on label for processing and recording action taken:
 - a) Project name.
 - b) Date.
 - c) Name and address of Architect.
 - d) Name and address of Contractor.
 - e) Name and address of Subcontractor.
 - f) Name and address of supplier.
 - g) Name of manufacturer.
 - h) Number and title of appropriate Specification Section.
 - i) Drawing number and detail references, as appropriate.

4. Transmittal:

- a. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using transmittal letter. On transmittal, record relevant information and requests for data. Include Contractor's certification that information complies with Contract Document requirements, or, on form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
- b. Submittals received from sources other than Contractor or not marked with Contractor's approval will be returned without action.

1.4 ACTION SUBMITTALS

A. Product Data:

- 1. Submit Product Data, as required by individual Sections of Specifications.
- Mark each copy of each set of submittals to show choices and options used on Project. Where
 printed Product Data includes information on products that are not required for Project, mark
 copies to indicate information relating to Project.
- 3. Certify that proposed product complies with requirements of Contract Documents. List any deviations from those requirements on form or separate sheet.
- 4. Submit five copies of each required submittal unless otherwise required. Architect will return three copies marked with action taken and with corrections or modifications required.
- 5. Submit electronic files PDF: Architect will return a PDF copy marked with action taken and with corrections or modifications required.

B. Shop Drawings:

Submit newly prepared graphic data to accurate scale. Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (915 by 1 200 mm). Highlight, encircle, or otherwise show deviations from Contract Documents. Include following information as a minimum:

- 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. Do not reproduce Contract Documents or copy standard information as basis of Shop Drawings. Standard printed information prepared without specific reference to Project is not acceptable as Shop Drawings.
- 3. Review and designate (stamp) approval of shop drawings. Unless otherwise specified, submit to Architect six copies of shop drawings required by Contract Documents. Shop drawings not required by Contract Documents, but requested by Contractor or supplied by Subcontractor, need not be submitted to Architect for review.

C. Samples:

- Submit full-size, fully fabricated Samples cured and finished as specified and physically identical
 with material or product proposed. Samples include partial sections of manufactured or
 fabricated components, cuts or containers of materials, color range sets, and swatches showing
 color, texture, and pattern.
 - a. Mount, display, or package Samples so as to ease review of qualities specified. Prepare Samples to match samples provided by Architect, if applicable. Include following:
 - 1) Generic description of Sample.
 - 2) Sample source.
 - 3) Product name or name of manufacturer.
 - 4) Compliance with recognized standards.
 - 5) Availability and delivery time.
- 2. Submit Samples for review of kind, color, pattern, and texture, for final check of these characteristics with other elements, and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. Where variations in color, pattern, texture or other characteristics are inherent in material or product represented, submit set of three samples minimum that show approximate limits of variations.
 - Refer to other specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to Contractor for incorporation into The Work. Such Samples shall be undamaged at time of use. On transmittal, indicate special requests regarding disposition of Sample submittals.
- 3. Where Samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit full set of choices for material or product. Preliminary submittals will be reviewed and returned with Architect's mark indicating selection and other action.
- 4. Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three sets. One will be returned marked with action taken.
- 5. Samples, as accepted and returned by Architect, will be used for quality comparisons throughout course of construction.
 - a. Unless noncompliance with Contract Documents is observed, submittal may serve as final submittal.
 - b. Sample sets may be used to obtain final acceptance of construction associated with each set.

1.5 INFORMATIONAL SUBMITTALS

- A. Informational submittals are design data, test reports, certificates, manufacturer's instructions, manufacturer's field reports, and other documentary data affirming quality of products and installations. Submit five copies of each required submittal unless otherwise required. Architect will return three copies marked with action taken and with corrections or modifications required. [or] Submit electronic files: PDF. Architect will return a PDF copy marked with action taken and with corrections or modifications required.
 - 1. Certificates: Describe certificates intended to document affirmations by Contractor or others that the work is in accordance with the Contract Documents, but do not repeat provisions of Parts 2 or 3.
 - 2. Delegated Design Submittals / Design Data: Describe submittals intended to demonstrate design work prepared by Contractor's licensed professionals.
 - 3. Test And Evaluation Reports: Describe submittal of test reports or evaluation service reports intended to document required tests.
 - 4. Manufacturer Instructions: Describe submittals intended to document manufacturer instructions.
 - 5. Source Quality Control Submittals: Describe submittal of source quality control documentation.
 - 6. Field Quality Control Submittals: Describe submittal of field quality control documentation.
 - 7. Manufacturer Reports: Describe submittal of Manufacturer reports as documentation of manufacturer activities.
 - 8. Special Procedure Submittals: Describe submittals intended to document special procedures. An example would be construction staging or phasing for remodeling an existing facility while keeping it in operation. While the Contractor would normally be responsible for managing this, submittal of his plan as documentation could be specified.
 - 9. Qualification Statements: Describe submittals intended to document qualifications of entities employed by Contractor.

1.6 CLOSEOUT SUBMITTALS

- A. This title groups submittals that occur during project closeout. Coordinate with section 01 7800 Closeout Submittals.
 - 1. Maintenance Contracts: Describe submittal of the maintenance contract.
 - 2. Operations & Maintenance Data: Describe submittal of operation and maintenance data necessary for products of the Section.
 - 3. Bonds: Describe submittals of bonds specific to this Section.
 - 4. Warranty Documentation: Describe submittal of final executed warranty document.
 - 5. Record Documentation: Describe submittal of record documentation specific to this Section.
 - 6. Software: Describe submittal of extra copy operating system and other utility software necessary to operate and maintain software during life of product.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. This title groups maintenance material submittals required by Section.
 - 1. Spare Parts: Describe spare parts necessary for Owner's use in facility operation and maintenance. 'Parts' are generally understood to be items such as filters, motor drive belts, lamps, and other similar manufactured items that require only simple replacement.
 - 2. Extra Stock Materials: Describe extra stock materials to be provided for Owner's use in facility operation and maintenance. Extra stock materials are generally understood to be items such as ceiling tiles, flooring, paint etc.
 - 3. Tools and Software:

- a. Describe tools to be provided for Owner's use in facility operation and maintenance. Tools are generally understood to be wrenches, gauges, circuit setters, etc, required for proper operation or maintenance of a system.
- b. If necessary, describe submittal of an extra copy of operating system and other utility software necessary to operate and maintain the software during expected life of product.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 35 00

SPECIAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Special Procedures.

1.2 ACCELERATION OF WORK

- A. Complete The Work in accordance with Construction Schedule. If Contractor falls behind schedule, take such actions as are necessary, at no additional expense to Owner, to bring progress of The Work back in accordance with schedule.
- B. Owner may request proposal for completion of The Work at date earlier than expiration of Contract Time. Promptly provide requested proposal showing cost of such acceleration of The Work. Consult with Owner and Architect regarding possible options to decrease cost of such acceleration. If Owner determines to order acceleration of The Work, change in Contract Sum and Contract Time resulting from acceleration will be included in a Change Order.

1.3 OWNER'S SAFETY REQUIREMENTS

A. Personal Protection:

- 1. Contractor shall ensure:
 - a. Positive means of fall protection, such as guardrails system, safety net system, personal fall arrest system, etc, is provided to employees whenever exposed to a fall six feet or more above a lower level.
 - b. Personnel working on Project shall wear hard hats and safety glasses as required by regulation and hazard.
 - c. Personnel working on Project shall wear long or short sleeve shirts, long pants, and hard-toed boots or other sturdy shoes appropriate to type and phase of work being performed.

B. Contractor Tools And Equipment:

- 1. Contractor shall ensure:
 - a. Tools and equipment are in good working condition, well maintained, and have necessary guards in place.
 - b. Ground Fault Circuit Interrupters (GFCI) is utilized on power cords and tools.
 - c. Scaffolding and man lifts are in good working condition, erected and maintained as required by governmental regulations.
 - d. Ladders are in good condition, well maintained, used as specified by Manufacturer, and secured as required.

C. Miscellaneous:

- 1. Contractor shall ensure:
 - a. Protection is provided on protruding rebar and other similar objects.

- b. General Contractor Superintendent has completed the OSHA 10-hour construction outreach training course or equivalent.
- c. Implementation and administration of safety program on Project.
- d. Material Safety Data Sheets (MSDS) are provided for substances or materials for which an MSDS is required by governmental regulations before bringing on site.
- e. Consistent safety training is provided to employees on Project.
- f. Implement and coordinate Lockout / Tagout procedures with Owner's Representative as required.
- 2. Report accidents involving injury to employees on Project that require off-site medical treatment to Owner's designated representative.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are used to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
 - 1. Specific quality assurance and quality control requirements for individual construction activities are specified in Sections that specify those activities and Section 01 4523. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality assurance and quality control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

- 1. Section 01 3100: 'Project Management and Coordination' for Pre-Installation Conferences for testing and inspection.
- 2. Section 01 3200: 'Construction Progress Documentation' for developing a schedule of required tests and inspections.
- 3. Section 01 3300: 'Submittal Procedures'.
- 4. Section 01 4301: 'Quality Assurance Qualifications' establishes minimum qualification levels required.
- 5. Section 01 4523: 'Testing and Inspecting Services' for testing and inspection, and testing laboratory services for materials, products, and construction methods.
- 6. Section 01 7300: 'Executions' for cutting and patching for repair and restoration of construction disturbed by testing and inspecting activities.
- 7. Divisions 01 thru 49 establish responsibility for providing specific testing and inspections.

1.3 REFERENCES

A. Association Publications:

- Council of American Structural Engineers. CASE Form 101: Statement of Special Inspections.
 Washington, DC: CASE, 2001. (c/o American Council of Engineering Companies, 1015 15th St.,
 NW, Washington, DC 20005; 202-347-7474; www.acec.org).
- 2. International Code Council (IBC):
 - a. IBC Chapter 17, 'Structural Tests and Special Inspections'.

- 3. The American Institute of Architects. AIA Document A201, *General Conditions of the Contract for Construction*. Washington, DC. 2007.
- 4. The Construction Specifications Institute. Project Resource Manual/CSI Manual of Practice, 5th *Edition*. New York, McGraw-Hill, 2005.

B. Definitions:

- 1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
- 2. Approved: To authorize, endorse, validate, confirm, or agree to.
- Contract Documents: Engineering and Architectural Drawings and Specifications issued for construction, plus clarification drawings, addenda, approved change orders and contractor designed elements.
- 4. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with requirements indicated; and having complied with requirements of authorities having jurisdiction.
- 5. Field Quality Control: Testing, Inspections, Special Testing and Special Inspections to assure compliance to Contract Documents.
- 6. Inspection/Special Inspection: Inspection of materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards:
 - a. Inspection: Not required by code provisions but may be required by Contract Documents.
 - b. Special Inspection: Required by code provisions and by Contract Documents.
 - c. Inspection-Continuous: Full-time observation of the Work requiring inspection by approved inspector who is present in area where the Work is being performed.
 - d. Inspection-Periodic: Part-time or intermittent observation of the Work requiring inspection by approved inspector who is present in area where the Work has been or is being performed and at completion of the Work.
- 7. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - a. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of corresponding generic name.
- 8. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish standard by which the Work will be judged.
- 9. Observation: Visual observation of building / site elements or structural system by registered design professional for general conformance to approved construction documents at significant construction stages and at completion. Observation does not include or waive responsibility for performing inspections or special inspections.
- 10. Owner's Representative: Owner's Designated Representative (Project Manager or Facilities Manager) who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.
- 11. Preconstruction Testing: Tests and inspections that are performed specifically for Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- 12. Product Testing: Tests and inspections that are performed by testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- 13. Quality Assurance: Testing, Inspections, Special Testing and Special Inspections provided for by Owner.
- 14. Quality Control: Testing, Inspections, Special Testing and Special Inspections provided for by Contractor.
- 15. Service Provider: Agency or firm qualified to perform required tests and inspections.
- 16. Source Quality Control Testing: Tests and inspections that are performed at source, i.e., plant, mill, factory, or shop.
- 17. Special Inspection: See Inspection.
- 18. Special Inspector: Certified individual or firm that implements special inspection program for project.
- 19. Special Test: See Test.
- 20. Test/Special Test: Field or laboratory tests to determine characteristics and quality of building materials and workmanship.
 - a. Test: Not required by code provisions but may be required by Contract Documents.
 - b. Special Test: Required by code provisions and by Contract Documents.
- 21. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
- 22. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.
- 23. Verification: Act of reviewing, inspecting, testing, etc. to establish and document that product, service, or system meets regulatory, standard, or specification requirements.

1.4 CONFLICTING REQUIREMENTS

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

1.5 SUBMITTALS

- A. Qualification Data: Testing Agency to demonstrate their capabilities and experience per Article 1.7 "Quality Assurance".
- B. Schedule of Tests and Inspections: Prepare in tabular form and include following:
 - 1. Specification Section number and title.
 - Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.

- C. Certified written reports of each inspection, test, or similar service will include, but not be limited:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of Testing Agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.

1.6 QUALITY ASSURANCE

- A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to verify compliance and guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Activities performed by Owner's Quality Assurance Testing Agency include, but are not limited to following:
 - 1. Preconstruction:
 - a. Review inspection requirements.
 - b. Review inspection frequency.
 - c. Review concrete mix design submittals.
 - d. Review other material submittals.
 - e. Review contractor's welding certificates.
 - f. Prepare non-compliance log to track non-compliant testing or inspections.
 - g. Review Quality Assurance personnel qualifications.
 - 2. Fill / Engineered Fill, Aggregate Base:
 - a. Review Quality Assurance coverage of earthwork required observation and testing.
 - b. Provide periodic Quality Assurance testing to confirm accuracy of Quality Assurance test reports.
 - c. Review Quality Assurance testing and observation reports.
 - d. Review Quality Assurance personnel qualifications.
 - 3. Asphalt Paving:
 - a. Review inspection requirements.
 - b. Review inspection frequency.
 - c. Review design material submittals.
 - d. Prepare non-compliance log to track non-compliant testing or inspections.
 - e. Review Quality Assurance personnel qualifications.
 - 4. Weekly Activities:
 - a. Summarize and track any non-compliance issues.
 - b. Provide summary report of previous week's performed Work.
 - c. Visit contractors periodically to find out if they have any concerns with Quality Assurance inspectors and check on any schedule changes.
 - d. Visit Owner's representatives periodically to find out if they have any concerns with how project is progressing.

1.7 OUALITY CONTROL

- A. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements performed by Contractor. They do not include inspections, tests or related actions performed by Architect, Owner, governing authorities or independent agencies hired by Owner or Architect.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified Testing Agency to perform these quality control services.
- B. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with following requirements, using materials indicated for completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in undisturbed condition as standard for judging completed Work.
 - a. Demolish and remove mockups when directed, unless otherwise indicated.
- C. Manufacturer's Field Services: Where indicated, engage factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300: "Submittal Procedures."
- D. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify Testing Agency sufficiently in advance of operations to permit assignment of personnel. Provide following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist Testing Agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require quality control by Testing Agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Structural Masonry Units, Reinforcing, Mortar, and Grout:
 - a. Review inspection requirements.
 - b. Review inspection frequency.
 - c. Review masonry design material submittals.
 - d. Review other material submittals.
 - e. Prepare non-compliance log to track non-compliant testing or inspections.
 - 2. Reinforced Concrete:

- a. Obtain daily concrete placement schedule from Contractor.
- b. Verify that reinforcing has been placed as per Contract Documents.
- c. Sign concrete placement pour card prior to concrete placement.
- d. Monitor concrete placement to ensure that concrete is properly consolidated and reinforcing steel is not displaced.
- e. Sample and place concrete according to required frequency stated in project specifications.
- f. Sample at point of placement.
- g. Test slump, air content, air temperature, concrete temperature, unit weight (if required), and cast required number of test cylinders.
- h. Record test results and communicate to designated parties.
- i. Report non-compliant tests or inspections to contractor, Quality Assurance Manager, and other designated parties.
 - 1) Transport test cylinders to laboratory for curing and compressive strength testing
- 3. Aggregate Base (By Owner's Testing Agency):
 - a. Provide required observation and testing of placed fill.
 - b. Become familiar with geotechnical report recommendations.
 - c. Verify material compaction requirements.
 - d. Verify that materials used for fill meet qualifications.
 - e. Obtain representative samples of fill materials for proctor value determination and classification.
 - f. Provide density testing of placed fill at specified frequency.
 - g. Obtain occasional samples of fill to verify that correct proctor value is being used.
 - h. Document every test performed.
 - i. Report test locations with building gridlines (if possible).
 - j. Document failing tests and report retests when performed.
 - k. Provide copy of daily report and test results to Quality Assurance manager.
 - 1. Distribute daily reports and test results to designated parties.
- 4. Asphalt Paving:
 - a. Review inspection requirements.
 - b. Review inspection frequency.
 - c. Review design material submittals.
 - d. Prepare non-compliance log to track non-compliant testing or inspections.
- 5. Weekly Activities:
 - a. Ensure that non-compliance log is current.
 - b. Provide summary reports of performed Work.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified Testing Agency to conduct special tests and inspections required by authorities having jurisdiction as responsibility of Owner, and as follows:
 - 1. Requirements of Section 01 4523: "Testing and Inspecting Services" apply.

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with Contract Document requirements for Section 01 7300 "Execution" for Cutting and Patching.
- B. Protect construction exposed by or for Quality Assurance and Quality Control activities.
- C. Repair and protection are Contractor's responsibility, regardless of assignment of responsibility for Quality Assurance and Quality Control Services.

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Regulatory Requirements.

1.2 ASBESTOS

- A. Contract Documents for this Project have been prepared in accordance with generally accepted professional architectural and engineering practices. Accordingly, no asbestos or products containing asbestos have been knowingly specified for this Project. Notify Architect immediately for instructions if materials containing asbestos are brought to site for inclusion in the Work.
- B. At Architect's direction and with Owner's approval, a certified asbestos inspector will collect samples and an independent testing laboratory will perform testing procedures on suspect materials.
- C. Certify that based upon best knowledge, information, inspection, and belief no building materials containing asbestos were used in construction of Project. Submit certification on form provided by Owner.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

01 41 00 Page 1 of 1 Regulatory Requirements

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Reference standards, definitions, specification format, and industry standards.

1.2 REFERENCES

A. Definitions:

- 1. Approved: The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- 2. Directed: The term "directed" is a command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," and "permitted" have the same meaning as "directed."
- 3. Experienced: The term "experienced," when used with an entity, means having successfully completed a minimum often previous projects similar in size and scope to this Project; being familiar with the special requirements indicated, and having complied with requirements of authority having jurisdiction.
- 4. Furnish: The term "furnish" means supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- 5. General: Basic Contract definitions are included in the Conditions of the Contract.
- 6. Indicated: The term "indicated" refers to requirements expressed by graphic representations, or in written form on Drawings, in Specifications, and in other Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- 7. Install: The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- 8. Installer: An "Installer" is the Contractor or another entity engaged by the Contractor, as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- 9. Project Site: The term "Project site" means the space available for performing construction activities. The extent of the Project site is shown on the Drawings and mayor may not be identical with the description of the land on which the Project is to be built.
- 10. Provide: The term "provide" means to furnish and install, complete and ready for the intended
- 11. Regulations: The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- 12. Submitted: The terms "submitted," "reported," "satisfactory" and similar words and phrases means submitted to Architect, reported to Architect and similar phrases.
- 13. Testing Agencies: A "testing agency" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, or to report on and, if required, to interpret results of those inspections or tests.

14. Trades: Using terms such as "carpentry" does not 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.

B. References Standards:

- 1. Specification Format: Specifications will follow MasterFormat[™] 2004 for organizing numbers and titles. (The Construction Specifications Institute, Project Resource Manual/CSI Manual of Practice, 5th *Edition*. New York, McGraw-Hill, 2005).
 - a. Specification Identifications:
 - 1) The Specifications use section numbers and titles to help cross referencing in the Contract Documents.
 - 2) Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
 - b. Specification Language:
 - 1) Specifications should be prepared, with concern and respect for their legal status. Specifications should be Clear, Concise, Correct and Complete.
 - 2) Streamlining: Streamlining is used to list products, materials, reference standards, and other itemized specifications. This technique places the subject first and provides keywords for quick reference
 - c. Sentence Structure:
 - 1) Specifications to be written in the "Imperative Mood".
 - a) The verb that clearly defines the action becomes the first word in the sentence.
 - b) The imperative sentence is concise and readily understandable.
 - Streamlining is used to list products, materials, reference standards, and other itemized specifications. This technique places the subject first and provides keywords for quick reference.
 - d. Abbreviated Language:
 - 1) Abbreviations should be used only on drawings and schedules where space is limited.
 - 2) Abbreviations with multiple meanings should be avoided, unless used in different disciplines where their meaning is clear from the context in which they are used.
 - 3) Abbreviations should be limited to five or fewer letters
 - a) The verb that clearly defines the action becomes the first word in the sentence.
 - e. Symbols:
 - 1) Caution should apply to symbols substituted for words or terms.
 - f. Numbers:
 - 1) The use of Arabic numerals rather that words for numbers is recommended.

C. Industry Standards:

- 1. Except where Contract Documents specify otherwise, construction industry standards will apply and are made a part of Contract Documents by reference.
- 2. Where compliance with two or more standards is specified and standards apparently establish different or conflicting requirements for minimum quantities or quality levels, refer to Architect for decision before proceeding. Quantity or quality level shown or specified will be minimum provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for context of requirements. Refer uncertainties to Architect for decision before proceeding.
- 3. Each entity engaged in construction on Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with Contract Documents. Where copies of standards are needed for performance of a required construction activity, Contractor will obtain copies directly from publication source.

4. Trade Association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in Contract Documents, are defined to mean association names. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of date of Contract Documents.

AABC	Associated Air Balance Council	Washington	DC	(202) 737-0202	www.aabchq.com
AAMA	American Architectural Manufacturers Association	Schaumburg	IL	(847) 303-5664	www.aamanet.org
AASHT O	American Association of State Highway & Transpor- tation Officials	Washington	DC	(202) 624-5800	www.aashto.org
AAMA	American Architectural Manufacturers Association	Schamumburg	IL	(847) 303-5774	www.aamanet.org
AASHT O	American association of State Highways and Trans- portation Officials	Washington	DC		www.transportation.org www.aashto.org
ACI	American Concrete Institute International	Farmington Hills	MI	(248) 848-3700	www.aci-int.org
AGA	American Gas Association	Washington	DC	(202) 824-7000	www.aga.org
AHRI	Air Conditioning Heating & Refrigeration Institute	Arlington	VA	(703) 524-8800	www.ari.org
AIA	American Institution of Architects	Washington	DC	(202) 626-7300	www.aia.org
AISC	American Institute of Steel Construction	Chicago	IL	(312) 670-2400	www.aisc.org
AISI	American Iron & Steel Institute	Washington	DC	(202) 452-7100	www.steel.org
AITC	American Institution of Timber Construction	Englewood	СО	(303) 792-9559	www.aitc-glulam.org
AMCA	Air Movement & Control Association International	Arlington Heights	IL	(847) 394-0150	www.amca.org
ANSI	American National Standards Institute	New York	NY	(212) 642-4900	www.ansi.org
APA	APA-Engineered Wood Association	Tacoma	W A	(253) 565-6600	www.apawood.org
API	American Petroleum Institute	Washington	DC	(202) 682-8000	www.api.org
AQMD	South Coast Air Quality Management District	Diamond Bar	CA	(909) 396-2000	www.aqmd.gov
ASHRA E	American Society of Heating, Refrigerating, & Air-Conditioning Engineers	Atlanta	GA	(404) 636-8400	www.ashrae.org
ASME	American Society of Mechanical Engineers International	New York	NY	(800) 843-2763	www.asme.org
ASTM	ASTM International	West Con- shohocken	PA	(610) 832-9500	www.astm.org
AWI	Architectural Woodwork Institute	Potomac Falls	VA	(571) 323-3636	www.awinet.org
AWPA	American Wood Protection	Birmingham	AL	(205) 733-4077	www.awpa.com

	Association				
AWS	American Welding Society	Miami	FL	(800) 443-9353	www.aws.org
AWWA	American Water Works Assoc	Denver	СО	(303) 794-7711	www.awwa.org
ВНМА	Builders Hardware Manufacturers Association	New York	NY	(212) 297-2122	www.buildershardware.co
BIA	Brick Industry Association	Reston	VA	(703) 620-0010	www.bia.org
CFI	International Certified	Kansas City	M	(816) 231-4646	www.cfi-installers.org
	Floorcovering Installers, Inc.		0	(010)	
CRI	Carpet & Rug Institution	Dalton	GA	(706) 278-3176	www.carpet-rug.com
CRSI	Concrete Reinforcing Steel Institute	Schaumburg	IL	(847) 517-1200	www.crsi.org
CISPI	Cast Iron Soil Pipe Institute	Chattanooga	TN	(423) 892-0137	www.cispi.org
DHI	Door & Hardware Institute	Chantilly	VA	(703) 222-2010	www.dhi.org
DIPRA	Ductile Iron Pipe Research Association.	Birmingham	AL	(205) 402-8700	www.dipra.org
EIMA	EIFS Industry Members Association	Morrow	GA	(800) 294-3462	www.eima.com
FM	FM Global	Johnston	RI	(401) 275-3000	www.fmglobal.com
FSC	Forest Stewardship Council	Bonn, Germa- ny		+49 (0) 228 367 66 0	www.fsc.org
GA	Gypsum Association	Hyattsville	M D	(301) 277-8686	www.gypsum.org
GS	Green Seal	Washington	DC	(202) 872-6400	www.greenseal.org
HPVA	Hardwood Plywood & Veneer Association	Reston	VA	(703) 435-2900	www.hpva.org
ICC	International Code Council	Washington	DC	(888) 422-7233	www.iccsafe.org
ICC-ES	ICC Evaluation Service	Whittier	CA	(562) 699-0543	www.icc-es.org
ICBO	International Conference of Building Officials				(See ICC)
ISO	International Organization for Standardization	Geneva, Switzerland			www.iso.org
ISSA	International Slurry Surfacing Association	Annapolis	M D	(410) 267-0023	www.slurry.org
KCMA	Kitchen Cabinet Manufactures Association	Reston	VA	(703) 264-1690	www.kcma.org
LPI	Lightning Protection Institute	Maryville	M O	(800) 488-6864	www.lightning.org
MFMA	Maple Flooring Manufacturers' Association	Deerfield	IL	(888) 480-9138	www.maplefloor.org
MSS	Manufacturer's Standardization Society of The Valve and Fittings Industry	Vienna	VA	(703) 281-6613	www.mss-hq.com
NAAM M	National Association of Architectural Metal Manufacturers	Glen Ellyn	IL	(630) 942-6591	www.naamm.org
NEC	National Electric Code	(from NFPA).			
NEMA	National Electrical Manufacturer's Association	Rosslyn	VA	(703) 841-3200	www.nema.org
NFPA	National Fire Protection Association	Quincy	M A	(800) 344-3555	www.nfpa.org

NFRC	National Fenestration Rating Council	Greenbelt	M D	(301) 589-1776	www.nfrc.org
NSF	NSF International	Ann Arbor	MI	(734) 769-8010	www.nsf.org
PCA	Portland Cement Association	Skokie	IL	(847) 966-6200	www.cement.org
PCI	Precast / Prestressed Concrete Institute	Chicago	IL	(312) 786-0300	www.pci.org
PEI	Porcelain Enamel Institute	Norcross	GA	(770) 676-9366	www.porcelainenamel.com
RFCI	Resilient Floor Covering Institute	LaGrange	GA	(706) 882-3833	www.rfci.com
SCTE	Society of Cable Telecommunications Engineers	Exton	PA	(800) 542-5040	www.scte.org
SDI	Steel Deck Institute	Fox River Grove	IL	(847) 458-4647	www.sdi.org
SDI	Steel Door Institute	Westlake	ОН	(440) 899-0010	www.steeldoor.org
SIGMA	Sealed Insulating Glass Manufacturer's Association	Chicago	IL	(312) 644-6610	www.arcat.com
SJI	Steel Joist Institute	Myrtle Beach	SC	(843) 293-1995	www.steeljoist.org
SMACN A	Sheet Metal & Air Conditioning Contractors National Association	Chantilly	VA	(703) 803-2980	www.smacna.org
SPIB	Southern Pine Inspection Bureau	Pensacola	FL	(850) 434-2611	www.spib.org
SSMA	Steel Stud Manufacturer's Association	Glen Ellyn	IL	(630) 942-6592	www.ssma.com
TCNA	Tile Council of North America	Anderson	SC	(864) 646-8453	www.tileusa.com
TPI	Truss Plate Institute	Alexandria	VA	(703) 683-1010	www.tpinst.org
TPI	Turfgrass Producers International (formally American Sod Producers Association)	East Dundee	IL	(847) 649-5555	www.turfgrasssod.org
UL	Underwriters Laboratories	Camas	W A	(877) 854-3577	www.ul.com
WDMA	Window and Door Manufacturer's Association	Chicago	IL	(312) 321-6802	www.nwwda.org
WWPA	Western Wood Products Association	Portland	OR	(503) 224-3930	www.wwpa.org

D. Federal Government Agencies:

 Names and titles of federal government standard or specification producing agencies are often abbreviated. Following acronyms or abbreviations referenced in Contract Documents represent names of standard or specification producing agencies of federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of date of Contract Documents.

CS	Commercial Standard (U S	Washington	DC	(202) 512-0000	www.doc.gov
	Department of Commerce)				
EPA	Environmental Protection	Washington	DC	(202) 272-0167	www.epa.gov
	Agency				
FCC	Federal Communications	Washington	DC	(888) 225-5322	www.fcc.gov
	Commission				
FS	Federal Specifications Unit	Washington	DC	(202) 619-8925	www.gsa.gov
	(Available from GSA)				

MIL	Military Standardization	Philadelphia	PA	(215) 697-2179	www.dod.gov
	Documents (U S Department				
	of Defense)				
NIST	National Institute of Stand-	Gaithersburg	MD	(301) 975-4500	www.ts.nist.gov
	ards and Technology, tech-				
	nology Administration (US				
	Department of Commerce)				
OSHA	Occupational Safety &	Washington	DC	202) 219-8148	www.osha.gov
	Health Administration (U S				
	Department of Labor)				
PS	Product Standard of NBS (U	Washington	DC	(202) 512-1800	www.doc.gov
	S Department of Commerce)				-

E. Governing Regulations / Authorities:

- 1. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.
- 2. Obtain copies of regulations required to be retained at Project Site, available for reference by parties who have a reasonable need for such reference.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 43 01

QUALITY ASSURANCE - QUALIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

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

B. Related Requirements:

- 1. Section 01 4000: 'Quality Requirements' includes administrative and procedural requirements for quality assurance and quality control.
- 2. Section 01 4523: 'Testing and Inspecting Services' for testing and inspection, and testing laboratory services for materials, products, and construction methods.

1.2 REFERENCES

A. Definitions:

- 1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
- 2. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- 3. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
- 4. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.

B. Reference Standards:

- 1. ASTM International:
 - a. ASTM E329-11a, 'Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.'

1.3 QUALIFICATIONS

- A. Qualifications: Qualifications paragraphs in this Article establish minimum qualification levels required; individual Specification Sections specify additional requirements:
 - 1. Fabricator / Supplier / Installer Qualifications: Firm experienced in producing products similar to those indicated for this Project and with record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - 2. Factory-Authorized Service Representative Qualifications:
 - a. Authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - 3. Installer Qualifications:

- a. Firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- 4. Manufacturer Qualifications:
 - a. Firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- 5. Manufacturer's Field Services Qualifications:
 - a. Experienced authorized representative of manufacturer to inspect field-assembled components and equipment installation, including service connections.
- 6. Professional Engineer Qualifications:
 - a. Professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of kind indicated. Engineering services are defined as those performed for installations of system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- 7. Specialists:
 - a. Certain sections of Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations.
 - b. Specialists shall satisfy qualification requirements indicated and shall be engaged for activities indicated.
 - c. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- 8. Testing Agency Qualifications:
 - a. Independent Testing Agency with experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1) Testing Laboratory:
 - a) AASHTO Materials Reference Laboratory (AMRL) Accreditation Program.
 - b) Cement and Concrete Reference Laboratory (CCRL).
 - c) Nationally Recognized Testing Laboratory (NRTL): Nationally recognized testing laboratory according to 29 CFR 1910.7.
 - d) National Voluntary Laboratory (NVLAP): Testing Agency accredited according to National Institute of Standards and Technology (NIST) Technology Administration, U. S. Department of Commerce Accreditation Program.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 45 23

TESTING AND INSPECTING SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes testing, inspections, special testing, special inspections, and testing laboratory services for materials, products, and construction methods as specified hereafter for the Work.
- B. Specified tests, inspections, and related actions do not limit Contractor's quality control procedures to fully comply with Contract Document requirements in all regards.
- C. Costs: Costs of initial services for testing and inspection personnel will be paid by Owner unless otherwise noted.
 - 1. If initial tests indicate non-compliance with contract document requirements, any subsequent testing will be performed by same personnel and paid for by Contractor.

D. Related Requirements:

- 1. Section 01 4000: 'Quality Requirements' includes administrative and procedural requirements for quality assurance and quality control.
- 2. Section 01 4301: 'Quality Assurance Qualifications' establishes minimum qualification levels required.
- 3. Division 01 through Division 50 establish responsibility for providing specific testing and inspections and Field Tests and Inspections.

1.3 REFERENCES

A. Association Publications:

- 1. Council of American Structural Engineers. CASE Form 101: *Statement of Special Inspections*. Washington, DC: CASE, 2001. (c/o American Council of Engineering Companies, 1015 15th St., NW, Washington, DC 20005; 202-347-7474; www.acec.org).
- 2. International Code Council (IBC):
 - a. IBC Chapter 17, 'Structural Tests and Special Inspections'.

B. Definitions:

- 1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
- 2. Approved: To authorize, endorse, validate, confirm, or agree to.

- Contract Documents: Engineering and Architectural Drawings and Specifications issued for construction, plus clarification drawings, addenda, approved change orders and contractor designed elements.
- 4. Experienced: When used with an entity, "experienced" means having successfully completed minimum of five previous projects similar in size and scope to this Project; being familiar with requirements indicated; and having complied with requirements of authorities having jurisdiction.
- 5. Field Quality Control: Testing, Inspections, Special Testing and Special Inspections to assure compliance to Contract Documents.
- 6. Inspection/Special Inspection: Inspection of materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards:
 - a. Inspection: Not required by code provisions but may be required by Contract Documents.
 - b. Special Inspection: Required by code provisions and by Contract Documents.
 - c. Inspection-Continuous: Full-time observation of the Work requiring inspection by approved inspector who is present in area where the Work is being performed.
 - d. Inspection-Periodic: Part-time or intermittent observation of the Work requiring inspection by approved inspector who is present in area where the Work has been or is being performed and at completion of the Work.
- 7. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform particular construction operation, including installation, erection, application, and similar operations.
 - a. Using term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of corresponding generic name, such as "carpenter."
 - b. It also does not imply that requirements specified apply exclusively to trades people of corresponding generic name.
- 8. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation. They are not samples. Approved mockups establish standard by which the Work will be judged.
- 9. Observation: Visual observation of building / site elements or structural system by registered design professional for general conformance to approved construction documents at significant construction stages and at completion. Observation does not include or waive responsibility for performing inspections or special inspections.
- 10. Owner's Representative: Owner's Designated Representative (Project Manager or Facilities Manager) who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.
- 11. Preconstruction Testing: Tests and inspections that are performed specifically for Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- 12. Product Testing: Tests and inspections that are performed by testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- 13. Quality Assurance: Testing, Inspections, Special Testing and Special Inspections provided for by Owner
- 14. Quality Control: Testing, Inspections, Special Testing and Special Inspections provided for by Contractor.
- 15. Relative Compaction: Ratio of field dry density as determined by ASTM D6938 or ASTM D2216, and laboratory maximum dry density as determined by ASTM D1557.
- 16. Service Provider: Agency or firm qualified to perform required tests and inspections.
- 17. Source Quality Control Testing: Tests and inspections that are performed at source, i.e., plant, mill, factory, or shop.

- 18. Special Inspection: See Inspection.
- 19. Special Inspector: Certified individual or firm that implements special inspection program for project.
- 20. Special Test: See Test.
- 21. Test/Special Test: Field or laboratory tests to determine characteristics and quality of building materials and workmanship.
 - a. Test: Not required by code provisions but may be required by Contract Documents.
 - b. Special Test: Required by code provisions and by Contract Documents.
- 22. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
- 23. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.
- 24. Verification: Act of reviewing, inspecting, testing, etc. to establish and document that product, service, or system meets regulatory, standard, or specification requirements.

C. Reference Standards:

- 1. ASTM International:
 - a. ASTM C1021-08, 'Standard Practice for Laboratories Engaged in Testing of Building Sealants'
 - b. ASTM C1077-11b, 'Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation'.
 - c. ASTM C1093-11, 'Standard Practice for Accreditation of Testing Agencies for Masonry.
 - d. ASTM D3666-09a, 'Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials'.
 - e. ASTM D3740-11, 'Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction'.
 - f. ASTM E329-11b: 'Standard Specification for Agencies Engaged in Construction Inspection and/or Testing'.
 - g. ASTM E543-09, 'Standard Specification for Agencies Performing Nondestructive Testing'.
 - h. ASTM E1212-09, 'Standard Practice for Quality Management Systems for Nondestructive Testing Agencies'.

1.4 SUBMITTALS

A. Informational Submittals:

- 1. General: Additional submittal requirements are specified in Individual Sections in Division 01 through Division 50.
- 2. Certificates:
 - a. Testing Agency will submit certified written report of each inspection, test, or similar service.
- 3. Tests and Evaluation Reports:
 - a. Testing Agency or Agencies will prepare logs, test reports, and certificates applicable to specific tests and inspections and deliver copies (or electronic record) distributed as follows:
 - 1) 1 copy to Owner's Representative.
 - 2) 1 copy to Architect.
 - 3) 1 copy to Consulting Engineers (Engineer of Record).
 - 4) 1 copy to General Contractor.
 - 5) 1 copy to Authorities Having Jurisdiction (if required).
 - b. Other tests, certificates, and similar documents will be obtained by Contractor and delivered to Owner's Representative and Architect in such time as not to delay progress of the Work or final payment therefore.
- 4. Source Quality Control Submittals:

- a. Testing Agency will submit following prior to commencing the Work:
 - 1) Qualifications of Testing Agency management and personnel designated to project.
 - 2) Testing Agency 'Written Practice for Quality Assurance'.
 - 3) Qualification records for Inspector and non-destructive testing technicians designated for project.
 - 4) Testing Agency non-destructive testing procedures, equipment calibration records, and personnel training records.
 - 5) Testing Agency Quality Control Plan for monitoring and control of testing operations.
 - 6) Welding Inspection Procedures (Structural Steel testing).
 - 7) Bolting Inspection Procedures (Structural Steel testing).
 - 8) Shear Connector Stud Inspection Procedures (Structural Steel testing).
 - 9) Seismic Connections Inspection Procedures (Structural Steel testing).

1.5 QUALITY ASSURANCE

- A. Owner or Owner's designated representative(s) will perform quality assurance. Owner's quality assurance procedures may include observations, inspections, testing, verification, monitoring and any other procedures deemed necessary by Owner to verify compliance with Contract Documents.
- B. Owner will employ independent Testing Agencies to perform certain specified testing, as Owner deems necessary. Owner's employment of an independent Testing Agency does not relieve Contractor of Contractor's obligation to perform the Work in strict accordance with requirements of Contract Documents.
- C. Certification: Product producers and associations, which have instituted approved systems of quality control and which have been approved by document approval agencies, are not required to have further testing. Concrete mixing plants, plants producing fabricated concrete and wood or plywood products certified by agency, lumber, plywood grade marked by approved associates, and materials or equipment bearing underwriters' laboratory labels require no further testing and inspection.
- D. Written Practice for Quality Assurance: Testing Agency will maintain written practice for selection and administration of inspection personnel, describing training, experience, and examination requirements for qualification and certification of inspection personnel. Written practice will describe testing agency procedures for determining acceptability of structure in accordance with applicable codes, standards, and specifications. Written practice will describe Testing Agency inspection procedures, including general inspection, material controls, visual welding inspection, and bolting inspection.

1.6 QUALITY CONTROL

- A. Quality Control will be sole responsibility of Contractor. Contractor will be responsible for testing, coordination, start-up, operational checkout, and commissioning of all items of the Work included in Project. All costs for these services will be included in Contractor's cost of the Work.
- B. Contractor will assign one employee to be responsible for Quality Control. This individual may have other responsibilities and may be Contractor's Project superintendent or Contractor's Project Manager.
- C. Notify results of all Testing and Inspection performed by Contractor's independent Testing Agencies to Architect and Owner's Representative within twenty four (24) hours of test or inspection having been performed.
 - 1. Testing and Inspection Reports will be distributed as follows:

- a. 1 copy to Owner's Representative.
- b. 1 copy to Architect.
- c. 1 copy to Consulting Engineer(s) (Engineer of Record).
- d. 1 copy to Authorities Having Jurisdiction (if required).

1.7 TESTS AND INSPECTIONS - GENERAL

- A. Testing specifically identified to be conducted by Owner, will be performed by an independent entity and will be arranged and paid for by Owner.
- B. Individual Sections in Division 01 through Division 50 indicate if Owner will provide testing and inspection of the Work of that Section.
- C. Owner may engage additional consultants for testing, air balancing, commissioning, or other special services. Activities of any such Owner consultants are in addition to Contractor testing of materials or systems necessary to prove that performance is in compliance with Contract requirements. Contractor must cooperate with persons and firms engaged in these activities.
- D. Tests include but not limited to those described in detail in 'Field Quality Control' in Part 3 of Individual Sections in Divisions 01 through Division 50.

E. Taking Specimens:

1. Except as may be specifically otherwise approved by Architect, only testing laboratory shall secure, handle, transport, or store any samples and specimens for testing.

F. Scheduling Testing Agency:

- 1. Contractor will coordinate the Work and facilitate timeliness of such testing and inspecting services so as not to delay the Work.
- 2. Contractor will notify Testing Agency and Architect to schedule tests and / or inspections.
 - a. Architect will notify Owner's Representative before each test and / or inspection.
- G. For 'building-wide' and/or life safety systems, such as emergency lighting, emergency power uninterruptible power supply systems, fire alarm, fire sprinkler systems, smoke evacuation systems, toxic gas monitoring, capturer exhaust systems, etc. formal start-up inspection will be completed prior to requesting Substantial Completion Inspection for any area of Project:
 - Manufacturer's representatives and installing contractor will demonstrate both operation and compliance to Owner's agents and consultants. If coordinated and scheduled appropriately by Contractor, these equipment and/or systems inspections may also serve to provide required Owner training, if approved in advance by Owner.
 - 2. Contractor responsible for requesting that Architect arrange for inspection of materials, equipment, and work prior to assembly or enclosure that would make materials, equipment, or work inaccessible for inspection and at other times as may be required.

1.8 ARCHITECT'S RESPONSIBILTY

A. Architect Duties:

1. Notify Owner's Representative before each test and/or inspection.

1.9 CONTRACTOR'S RESPONSIBILITY

- A. Owner's employment of an independent Testing Agency does not relieve Contractor of Contractor's obligation to perform the Work in strict accordance with requirements of Contract Documents.
- B. Tests and inspections that are not explicitly assigned to Owner are responsibility of Contractor.
- C. Cooperate with Testing Agency(s) performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify Testing Agency before operations to allow assignment of personnel. Auxiliary services required include but are not limited to:
 - 1. Providing access to the Work and furnishing incidental labor, equipment, and facilities deemed necessary by Testing Agency to facilitate inspections and tests at no additional cost to Owner.
 - 2. Taking adequate quantities of representative samples of materials that require testing or helping Testing Agency in taking samples.
 - 3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - 4. Providing Testing Agency with preliminary design mix proposed for use for materials mixes that require control by Testing Agency.
- D. Contractor will integrate Owner's independent Testing Agency services within Baseline Project Schedule and with other Project activities.
- E. For any requested inspection, Contractor will complete prior inspections to ensure that items are ready for inspection.
- F. All Work is subject to testing and inspection and verification of correct operation prior to 100% payment to Contractor of line item(s) pertaining to that aspect of the Work.
- G. For Mechanical Equipment, inspection and documented approval of individual equipment and/or system(s) must be accomplished prior to requesting Substantial Completion Inspection for any area affected by said equipment and/or system.
 - 1. Contractor will perform thorough checkout of operations with manufacturer's representatives prior to requesting formal inspection by Owner. Contractor must notify Owner's Representative, in advance, as to when manufacturer's representative is scheduled to arrive at Site.

H. Comply:

- 1. Upon completion of Testing Agency's inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- 2. Comply with Contract Documents in making such repairs.
- I. Data: Furnish records, drawings, certificates, and similar data as may be required by testing and inspection personnel to assure compliance with Contract Documents.
- J. Defective Work (Non-Conforming Work): Non-conforming Work as covered in General Conditions applies, but is not limited to following requirements:
 - 1. Where results of inspections, tests, or similar services show that the Work does not comply with Contract Document requirements, correct deficiencies in the Work promptly to avoid Work delays.
 - 2. Where testing personnel take cores or cut-outs to verify compliance, repair prior to acceptance.
 - 3. Contractor responsible for any and all costs incurred resulting from inspection that was scheduled prematurely or retesting due to failed tests.

- 4. Remove and replace any Work found defective or not complying with contract document requirements at no additional cost to Owner.
- 5. Should test return unacceptable results, Contractor will bear all costs of retesting and reinspection as well as cost of all material consumed by testing, and replacement of unsatisfactory material and/or workmanship.

K. Protection:

- 1. Protect construction exposed by or for quality assurance and quality control service activities, and protect repaired construction.
- L. Scheduling: Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
 - 1. Schedule testing and inspections in advance so as not to delay the Work and to eliminate any need to uncover Work for testing or inspection.
 - 2. Notify Testing Agency and Architect as noted in Sections in Division 01 through Division 50 prior to any time required for such services.
 - 3. Incorporate adequate time for performance of all inspections and correction of noted deficiencies.
 - 4. Schedule sequence of activities to accommodate required services with minimum of delay.
 - 5. Schedule sequence of activities to avoid necessity of removing and replacing construction to accommodate testing and inspections.

M. Test and Inspection Log:

- 1. Provide system of tracking all field reports, describing items noted, and resolution of each item. Prepare record of tests and inspections. Include following:
 - a. Date test or inspection was conducted.
 - b. Description of the Work tested or inspected.
 - c. Date test or inspection results were transmitted to Architect.
 - d. Identification of Testing Agency or inspector conducting test or inspection.
- 2. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

1.10 TESTING AGENCY SERVICES AND RESPONSIBILITIES

- A. Testing Agency, including independent testing laboratories, will be licensed and authorized to operate in jurisdiction in which Project is located.
 - 1. Approved Testing Agency Qualifications: Requirements of Section 01 4301 apply.
- B. Testing and Inspection Services:
 - 1. Testing Agency will not release, revoke, alter, or increase Contract Document requirements or approve or accept any portion of the Work.
 - 2. Testing Agency will not give direction or instruction to Contractor.
 - Testing Agency will have full authority to see that the Work is performed in strict accordance with requirements of Contract Documents and directions of Owner's Representative and/or Architect.
 - 4. Testing Agency will not provide additional testing and inspection services beyond scope of Work without prior approval of Owner's Representative and / or Architect.

C. Testing Agency Duties:

Independent Testing Agency engaged to perform inspections, sampling, and testing of materials
and construction specified in individual specification Sections will cooperate with Architect and
Contractor in performance of its duties and will provide qualified personnel to perform required
inspections and tests.

- 2. Testing Agency will test or obtain certificates of tests of materials and methods of construction, as described herein or elsewhere in technical specification.
- 3. Testing Agency will provide management, personnel, equipment, and services necessary to perform testing functions as outlined in this section.
- 4. Testing Agency must have experience and capability to conduct testing and inspecting indicated by ASTM standards and that specializes in types of tests and inspections to be performed.
- Testing Agency will comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, ASTM D3666, ASTM D3740, and other relevant ASTM standards.
- 6. Testing Agency must calibrate all testing equipment at reasonable intervals (minimum yearly) with accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.
- 7. Welding Procedure Review: Testing Agency will provide review and approval or rejection of all welding procedures to be used and will verify compliance with all reference standard requirements.

D. Testing and Inspection Reports:

- 1. Conduct and interpret tests and inspections and state in each report whether tested and inspected the Work complies with or deviates from requirements.
- 2. Laboratory Reports: Testing Agency will furnish reports of materials and construction as required, including:
 - a. Description of method of test.
 - b. Identification of sample and portion of the Work tested.
 - 1) Description of location in the Work of sample.
 - 2) Time and date when sample was obtained.
 - 3) Weather and climatic conditions at time when sample was obtained.
 - c. Evaluation of results of tests including recommendations for action.
- 3. Inspection Reports: Testing Agency will furnish 'Inspection at Site' reports for each site visit documenting activities, observations, and inspections. Include notation of weather and climatic conditions, time and date conditions and status of the Work, actions taken, and recommendations or evaluation of the Work.
- 4. Reporting Testing and Inspection (Conforming Work):
 - a. Submit testing and inspection reports as required within twenty four (24) hours of test or inspection having been performed.
- 5. Reporting Testing and Inspection Defective Work (Non-Conforming Work):
 - a. Testing Agency, upon determination of irregularities, deficiencies observed or test failure(s) observed in the Work during performance of its services of test or inspection having been performed, will:
 - 1) Verbally notify results to Architect, Contractor, and Owner's Representative within one hour of test or inspection having been performed (if Defective Work (Non-Conforming Work) is incorporated into project).
 - 2) Submit written inspection report and test results as required within twenty four (24) hours of test or inspection having been performed.

6. Final Report:

a. Submit final report of tests and inspections at Substantial Completion, which identify unresolved deficiencies.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Field Tests And Inspections:
 - 1. Field Tests and Inspections requirements are described in 'Field Quality Control' in Division 01 through Division 50 Sections.

SECTION 01 51 00

TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Temporary Utilities.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Where necessary, engage appropriate local utility companies to install temporary service or connect to existing service. Where utility company provides only part of service, provide remainder with matching, compatible materials and equipment. Comply with utility company's recommendations.
 - 1. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction.
 - 2. Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
 - 3. Arrange with utility company and existing users for time when service can be interrupted, where necessary, to make connections for temporary services.
 - 4. Provide adequate capacity at each stage of construction. Before temporary utility availability, provide trucked-in services.
 - 5. Obtain construction easements necessary to bring temporary and/or permanent utilities to site.
 - 6. Use qualified personnel for installation and maintenance of temporary facilities. Locate facilities where they will serve Project adequately and result in minimum interference with the Work of Owner or other Contractors on Project Site. Relocate and modify facilities as required.
 - 7. Pay cost and use charges for temporary facilities and utilities.
- B. Prepare schedule indicating dates for implementation and termination of each temporary utility. At earliest feasible time and when acceptable to Owner, change over from use of temporary service to use of permanent service.
- C. Keep temporary utilities clean and neat in appearance. Operate in safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or allow them to interfere with progress of The Work. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on Project site.
- D. Limit availability of temporary utilities to essential and intended uses to reduce waste and abuse.
- E. Maintain utilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

- F. Remove each temporary utility and control when need has ended, or when replaced by authorized use of permanent utility, or by Substantial Completion. Complete permanent construction that may have been delayed because of interference with temporary utility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that make up temporary utilities are property of Contractor.
 - 2. By Substantial Completion, clean and renovate permanent utilities used during construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts subjected to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

1.3 TEMPORARY ELECTRIC POWER

A. Provided in existing building.

1.4 TEMPORARY FIRE PROTECTION

- A. Install and maintain temporary fire protection facilities of types needed to protect against predictable and controllable fire losses. At a minimum, provide and maintain in working order two Standard UL Labeled ABC all-purpose 10 lb fire extinguishers. Do not incorporate these extinguishers into final Project.
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires.
 - 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
 - 5. At earliest feasible date in each area of Project, complete installation of permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

1.5 TEMPORARY LIGHTING

A. Already exists.

1.6 TEMPORARY WATER SERVICE

A. Water already exists.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 52 00

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Owner will suggest a space within the facility for a construction office.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Prepare schedule indicating dates for implementation and termination of each temporary facility.
- B. Keep temporary facilities clean and neat in appearance. Operate in safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or allow them to interfere with progress of The Work. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on Project site.
- C. Maintain facilities in good operating condition until removal.

1.3 WASTE DISPOSAL FACILITIES

A. Waste Disposal Facilities: Comply with requirements specified in Section 01 7400 "Cleaning and Waste Management."

1.4 SANITARY FACILITIES

A. Provide temporary sanitary toilet. Service and maintain temporary toilet in a clean, sanitary condition.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 54 00

CONSTRUCTION AIDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Construction Aids.

1.2 SCAFFOLDING, PLATFORMS, STAIRS, ETC

- A. Furnish and maintain equipment such as temporary stairs, ladders, ramps, platforms, scaffolds, hoists, runways, derricks, chutes, and elevators as required for proper execution of The Work.
- B. Apparatus, equipment, and construction shall meet requirements of applicable laws and safety regulations.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Temporary Barriers and Enclosures.

1.2 GENERAL

- A. Protection Of Existing Improvements: Protect streets, private roads, and sidewalks, including overhead protection where required. Repair damage to existing improvements caused by construction activities.
- B. Protection Of Adjacent Property: Provide necessary protection for adjacent property and lateral support thereof.

1.3 TEMPORARY AIR BARRIERS

A.

1.4 TEMPORARY DUST BARRIERS

A.

1.5 TEMPORARY NOISE BARRIERS

A.

1.6 TEMPORARY BARRICADES

- A. Comply with standards and code requirements in erecting barricades, warning signs, and lights.
- B. Take necessary precautions to protect persons, including members of the public, from injury or harm.

1.7 TEMPORARY SECURITY BARRIERS

- A. Install temporary enclosures of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and other violations of security.
- B. Secure materials and equipment stored on site.
- C. Secure building at the end of each work day.

D. Maintain exterior building security until Substantial Completion.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Temporary Controls.

1.2 TEMPORARY EROSION AND SEDIMENT CONTROL

- A. Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.
- B. Develop, install, and maintain an erosion control plan if required by law.
- C. Repair and correct damage caused by erosion.

1.3 TEMPORARY ENVIRONMENTAL CONTROLS

- A. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and reduce possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result:
 - 1. Avoid use of tools and equipment that produce harmful noise.
 - 2. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near site.
- B. Provide protection against weather (rain, winds, storms, frost, or heat) to maintain all work, materials, apparatus, and fixtures free from injury or damage.
- C. Protect excavation, trenches, and building from damage from rain water, spring water, ground water, backing up of drains or sewers, and all other water:
 - 1. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with requirements of applicable local regulations. Where feasible, use permanent facilities.
 - 2. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
- D. Comply with governing ordinances relating to weed control and removal.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 58 00

PROJECT IDENTIFICATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Project Identification.

1.2 TEMPORARY PROJECT SIGNAGE

- A. Contractor may, at its option, erect a temporary project identification sign.
 - 1. Sign may be free-standing or attached to temporary field office or storage shed.
 - 2. No other signs or advertisements are allowed on building site.
- B. Provide a temporary project Identification sign:
 - 1. Sign may be free-standing or attached to temporary field office or storage shed.
 - 2. No other signs or advertisements are allowed on building site.
 - 3. Sign will be no larger than 4 feet by 8 feet (1 200 mm by 2 450 mm) and include following information:
 - a. Project Name as shown in Contract Documents.
 - b. Contractor's name.
 - c. Architectural firm name.
 - 4. Owner reserves the right to remove and/or take possession of any project identification sign.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 61 00

COMMON PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Common Product Requirements.

1.2 GENERAL

- A. Provide products that comply with Contract Documents, that are undamaged, and, unless otherwise indicated, new and unused at time of installation. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
- B. Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on surfaces of products that will be exposed to view in occupied spaces or on building exterior.
 - 1. Locate required product labels and stamps on concealed surface or, where required for observation after installation, on accessible surface that is not conspicuous.
 - 2. Provide permanent nameplates on items of service-connected or power-operated equipment. Locate on easily accessible surface that is inconspicuous in occupied spaces. Nameplate will contain following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
- C. Where specifications describe a product or assembly by specifying exact characteristics required, with or without use of brand or trade name, provide product or assembly that provides specified characteristics and otherwise complies with Contract requirements.
- D. Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by manufacturer for application described. General overall performance of product is implied where product is specified for specific application. Manufacturer's recommendations may be contained in published product literature, or by manufacturer's certification of performance.
- E. Where specifications only require compliance with an imposed code, standard, or regulation, select product that complies with standards, codes or regulations specified.
- F. Where Specifications require matching an established Sample, Architect's decision will be final on whether proposed product matches satisfactorily. Where no product available within specified category matches satisfactorily nor complies with other specified requirements, refer to Architect.

- G. Where specified product requirements include phrase `... as selected from manufacturer's standard colors, patterns, textures ... 'or similar phrase, select product and manufacturer that comply with other specified requirements. Architect will select color, pattern, and texture from product line selected.
- H. Refer to individual Specification Sections and Allowance provisions in Division 01 for allowances that control product selection, and for procedures required for processing such selections.
- Remove and replace products and materials not specified in Contract Documents but installed in the Work with specified products and materials at no additional cost to Owner and for no increase in Contract time.

1.3 SUBMITTALS

A. Action Submittals:

- 1. Product Data: Comparable Product Requests:
 - a. Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles:
 - 1) Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2) Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a) Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b) Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
 - Submit five copies of each required submittal unless otherwise required. Architect will
 return three copies marked with action taken and with corrections or modifications
 required.
 - 4) Submit electronic files: PDF. Architect will return a PDF copy marked with action taken and with corrections or modifications required.

B. Informational Submittals:

- 1. Sustainable Design Submittals:
 - a. Submit five copies of each required submittal unless otherwise required. Architect will return three copies marked with action taken and with corrections or modifications required.
 - b. Submit electronic files: PDF. Architect will return a PDF copy marked with action taken and with corrections or modifications required.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 62 00

PRODUCT OPTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Product Options.

1.2 GENERAL

- A. Product Selection:
 - 1. When option of selecting between two or more products is given, product selected will be compatible with products previously selected, even if previously selected products were also options.
- B. Non-Conforming Work:
 - 1. Non-conforming work as covered in Article 12.3 of General Conditions applies, but is not limited, to use of non-specified products or manufacturers.
- C. Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include:
 - 1. Substitutions And Equal Products:
 - a. Generally speaking, substitutions for specified products and systems, as defined in the Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Document requirements.
 - b. Acceptable Products / Manufacturers / Suppliers / Installers:
 - 1) Type One: Use specified products / manufacturers unless approval to use other products / manufacturers has been obtained from Architect by Addendum.
 - 2) Type Two: Use specified products / manufacturers unless approval to use other products and manufacturers has been obtained from Architect in writing before installing or applying unlisted or private-labeled products.
 - 3) Use 'Equal Product Approval Request Form' to request approval of equal products, manufacturers, or suppliers before bidding or before installation, as noted in individual Sections.
 - c. Quality / Performance Standard Products / Manufacturers:
 - 1) Class One: Use specified product / manufacturer or equal product from specified manufacturers only.
 - Class Two: Use specified product / manufacturer or equal product from any manufacturer.
 - 3) Products / manufacturers used shall conform to Contract Document requirements.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Product Delivery, Storage, and Handling Requirements.

1.2 GENERAL

A. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1.3 DELIVERY AND ACCEPTANCE REQUIREMENTS

- A. Schedule delivery to reduce long-term storage at site and to prevent overcrowding of construction spaces.
- B. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- C. Deliver products to site in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- D. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.

1.4 STORAGE AND HANDLING REQUIREMENTS

- A. Store products at site in manner that will simplify inspection and measurement of quantity or counting of units.
- B. Store heavy materials away from Project structure so supporting construction will not be endangered.
- C. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for governing Execution of the Work.

1.2 COMMON INSTALLATION PROVISIONS

- A. Manufacturer's Instructions: Comply with Manufacturer's installation instructions and recommendations to extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents. Notify Architect of conflicts between Manufacturer's installation instructions and Contract Document requirements.
- B. Provide attachment and connection devices and methods necessary for securing Work. Secure work true to line and level. Anchor each product securely in place, accurately located, and aligned with other Work. Allow for expansion and building movement.
- C. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain best visual effect. Refer questionable choices to Architect for final decision.
- D. Install each component during weather conditions and Project status that will ensure best possible results. Isolate each part of completed construction from incompatible material as necessary to prevent deterioration.
- E. Coordinate temporary enclosures with required inspections and tests, to reduce necessity of uncovering completed construction for that purpose.
- F. Mounting Heights: Where mounting heights are not shown, install individual components at standard mounting heights recognized within the industry or local codes for that application. Refer questionable mounting height decisions to Architect for final decision.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 017400

CLEANING AND WASTE MANAGEMENT

1.1 SUMMARY

A. Includes But Not Limited To:

1. Administrative and procedural requirements for Cleaning and Waste Management as described in Contract Documents.

B. Related Requirements:

- 1. Section 01 1200: Coordination of responsibilities for waste management.
- 2. In addition to standards described in this section, comply with all requirements for cleaning-up as described in various other Sections of these Specifications.

1.2 REFERENCES

A. Definitions:

- 1. Asphalt Pavement, Brick, and Concrete (ABC) Rubble: Rubble that contains only weathered (cured) asphalt pavement, clay bricks and attached mortar normally used in construction, or concrete that may contain rebar. The rubble shall not be mixed with, or contaminated by, another waster or debris.
- 2. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- 3. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- 4. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- 5. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- 6. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- 7. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Comply with hauling and disposal regulations of authorities having jurisdiction (AHJ).

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

A. General:

- 1. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning:

1. Do not burn waste materials.

C. Disposal:

1. Transport waste materials off Owner's property and legally dispose of them.

D. Landfill Receipts:

1. Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

3.2 PROGRESS CLEANING

- A. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- B. Keep premises broom clean during progress of the Work.
- C. Keep site and adjoining streets reasonably clean. If necessary, sprinkle rubbish and debris with water to suppress dust.
- D. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.
- E. Clean and maintain completed construction as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure ability to operate without damaging effects.
- F. Supervise construction activities to ensure that no part of construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- G. Before and during application of painting materials, clear area where such work is in progress of debris, rubbish, and building materials that may cause dust. Sweep floors and vacuum as required and take all possible steps to keep area dust free.
- H. Clean exposed surfaces and protect as necessary to avoid damage and deterioration.
- I. Place extra materials of value remaining after completion of associated work have become Owner's property as directed by Owner or Architect.

J.Construction Waste Management And Disposal:

- 1. Remove waste materials and rubbish caused by employees, Subcontractors, and contractors under separate contract with Owner and dispose of legally. Remove unsuitable or damaged materials and debris from building and from property.
 - a. Provide adequate waste receptacles and dispose of materials when full.

- b. Properly store volatile waste and remove daily.
- c. Do not deposit waste into storm drains, sanitary sewers, streams, or waterways. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
- 2. Do not burn waste materials or build fires on site. Do not bury debris or excess materials on Owner's property.

3.3 FINAL CLEANING

- A. Immediately before Substantial Completion, thoroughly clean building and area where The Work was performed. Remove all rubbish from under and about building, landscaped areas and parking lot and leave building and Project Site ready for occupancy by Owner.
- B. Comply with individual manufacturer's cleaning instructions.
- C. Clean each surface or unit to condition expected in normal, commercial building cleaning and maintenance program, including but not limited to:
 - 1. Interior Cleaning:
 - a. Clean inside glazing, exercising care not to scratch glass.
 - b. Remove marks, stains, fingerprints and dirt.
 - c. Clean and polish woodwork and finish hardware.
 - d. Remove labels that are not permanent labels.
 - e. Clean plumbing fixtures and tile work. Remove spots, soil or paint.
 - f. Clean surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean light fixtures and lamps.
 - g. Clean other fixtures and equipment and remove stains, paint, dirt, and dust.
 - h. Remove temporary floor protection and clean floors.
 - 2. Exterior Cleaning:
 - a. Clean outside glazing, exercising care not to scratch glass.
 - b. Remove marks, stains, and dirt from exterior surfaces.
 - c. Clean and polish finish hardware.
 - d. Remove temporary protection systems.
 - e. Clean dirt, mud, and other foreign material from paving, sidewalks, and gutters.
 - f. Clean drop inlets, through-curb drains, and other drainage structures.
 - g. Remove trash, debris, and foreign material from landscaped areas.

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Closeout Procedures.

1.2 GENERAL

- A. Schedule closeout procedures in the four weeks before expiration of Contract Time. Weeks will be marked by three Architect's weekly visits before Final Closeout Review, Final Closeout Review, and expiration of Contract Time.
- B. Date of Substantial Completion shall fall within week between Architect's final weekly visit and Final Closeout Review. Date of Substantial Completion shall not occur until Construction Schedule shows completion of construction work, unless agreed to by Architect and included on Certificate of Substantial Completion.

1.3 PRELIMINARY CLOSEOUT REVIEWS

- A. Confirm with Architect when Substantial Completion of The Work will be achieved.
 - 1. Final three Architect's weekly visits will serve as Preliminary Closeout Reviews to determine if Final Closeout Review will occur as scheduled and that Substantial Completion of the Work will be achieved by that date.
 - By final weekly Architect visit, notify Owner and Architect of date when Substantial Completion of The Work will be achieved.
- B. Arrange with Architect date for Final Closeout Review to confirm Substantial Completion.

1.4 CLOSEOUT REQUIREMENTS

- A. Before Final Closeout Review:
 - 1. Deliver Closeout Submittals to Architect.
 - 2. Deliver tools, spare parts, extra stock, and similar items as required by the Contract Documents.
 - 3. Complete start-up testing of systems, and instruction of Owner's maintenance personnel as required by the Contract Documents.
 - 4. Discontinue or change over and remove temporary facilities from site, along with construction tools, mock-ups, and similar elements.
 - 5. Complete final cleaning requirements.

1.5 FINAL CLOSEOUT REVIEW

A. Participate in Final Closeout Review.

- B. When Owner and Architect have confirmed that Contractor has achieved Substantial Completion of The Work, Owner, Architect, and Contractor will execute Certificate of Substantial Completion that contains:
 - 1. Date of Substantial Completion.
 - 2. Punch List of Work not yet accepted.
 - 3. Amount to be withheld for completion of Punch List work.
 - 4. Time period for completion of Punch List work.
 - 5. Amount of liquidated damages set forth in Supplementary Conditions to be assessed if Contractor fails to complete Punch List work within time set forth in Certificate.
- C. Final Acceptance Conference:
 - 1. Notify Architect in writing when work on Punch List has been completed.
 - 2. Arrange with Architect date and time for Final Acceptance Conference.
 - 3. When Owner and Architect have confirmed that Contractor has completed Punch List work, Architect will issue letter to Owner authorizing final payment.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Closeout Submittals.

1.2 GENERAL

- A. Workmanship bonds, final certifications, equipment check-out sheets, and similar documents.
- B. Releases enabling Owner unrestricted use of The Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- C. Project photographs, damage or settlement survey, and similar record information required by Contract Documents.

1.3 OPERATIONS AND MAINTENANCE DATA

- A. Operations And Maintenance Manuals that include:
 - 1. Copy of Soils Report.
 - 2. Copy of complete Project Manual including Addenda, Modifications as defined in General Conditions, and other interpretations issued during construction.
 - a. Mark these documents to show variations in actual Work performed in comparison with text of specifications and Modifications. Show substitutions, selection of options, and similar information, particularly on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 - b. Note related record drawing information and Product Data.
 - 3. Operations and maintenance submittals required by Contract Documents.
 - 4. Certifications required by Contract Documents.
 - 5. Copies of warranties required by Contract Documents.
 - 6. Testing and Inspection Reports required by Contract Documents.

1.4 WARRANTIES

- A. When written guarantees beyond one year after substantial completion are required by Contract Documents, secure such guarantees and warranties properly addressed and signed in favor of Owner. Include these documents in Operations & Maintenance Manuals specified above.
- B. Delivery of guarantees and warranties will not relieve Contractor from obligations assumed under other provisions of Contract Documents.

1.5 PROJECT RECORD DOCUMENTS

- A. Do not use record documents for construction purposes. Protect from deterioration and loss in secure, fire-resistive location. Provide access to record documents for Architect's reference during normal working hours.
- B. Maintain clean, undamaged set of Drawings. Mark set to show actual installation where installation varies from the Work as originally shown. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that is important to Owner, but was not shown on Drawings.
 - 3. Note related Change Order numbers where applicable.

1.6 SPARE PARTS

A. Provide items that are indicated in individual Sections.

1.7 EXTRA STOCK MATERIALS

A. Provide items that are indicated in individual Sections.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used