

**PROJECT MANUAL**

**EXTERIOR SEALANT REPAIRS  
SKOKIE PUBLIC LIBRARY  
SKOKIE, ILLINOIS 60077**

BTC Project: 26-223  
February 2, 2026

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1845 East Rand Road, Suite L-100  
Arlington Heights, Illinois 60004

**Building Technology Consultants, Inc.**

DOCUMENT 00 01 08

PROJECT DIRECTORY

PROJECT NAME: Exterior Sealant Repairs  
Skokie Public Library

LOCATION: 5215 Oakton Street  
Skokie, Illinois 60077

OWNER: Skokie Public Library  
5215 Oakton Street  
Skokie, Illinois 60077

Library Representative: Mr. Vinny Tangherlini  
Phone: (847) 673-7774  
E-mail: VTangherlini@skokielibrary.info

ENGINEER: Building Technology Consultants, Inc. (BTC)  
1845 East Rand Road, Suite L-100  
Arlington Heights, Illinois 60004

Project Manager: Christopher Kottra  
Direct: (847) 454-8818  
Main: (847) 454-8800  
Fax: (847) 454-8801  
E-mail: ckottra@btc.expert

END OF PROJECT DIRECTORY

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ADVERTISEMENT FOR BID AND INSTRUCTIONS TO BIDDERS

DATE: February 2, 2026

BTC PROJECT NO.: 26-223

ENGINEER: Building Technology Consultants, Inc. (BTC)  
1845 East Rand Road, Suite L-100  
Arlington Heights, Illinois 60004  
Phone: (847) 454-8800 Fax: (847) 454-8801  
Project Manager: Christopher Kottra, (847) 454-8818

PROJECT: Exterior Sealant Repairs  
Skokie Public Library  
5215 Oakton Street  
Skokie, Illinois 60077

ARTICLE 1 - GENERAL

- 1.1 Description: You are invited to bid on a General Contract for Exterior Sealant Repairs at the referenced project. Bids shall be on a Stipulated Sum basis. This project includes replacing sealant at joints between precast concrete panels, window perimeters, brick masonry expansion joints, and other joint configurations.
- 1.2 Bid Opening: All bids will be received at Skokie Public Library and will be publicly opened and read aloud on Wednesday, March 11, 2026, at 3:00 pm Central Time, in the Library's first floor Cosmos Meeting Room at the address indicated above. Responses are to be delivered to:  
  
Skokie Public Library  
Administrative Office  
5215 Oakton Street  
Skokie, Illinois 60077  
  
Bids received after this time will not be accepted. Bids will be opened publicly.
- 1.3 Procurement of Documents: Electronic copies of Procurement Documents will be sent to bidders of record in electronic Portable Document Format (pdf). Printed copies of Procurement Documents may be obtained at engineer's office after 10:00 am on February 6, 2026, for a non-refundable fee of Three Hundred Dollars (\$300) per set. Request for printed copies must be made 2 days in advance of pickup.
- 1.4 Bid Security: Bid security in the amount of 10% of the Bid must accompany each Bid in accordance with Article 6 – Bidding Procedures.

## ARTICLE 2 - DEFINITIONS

- 2.1 Procurement Documents include the "Procurement and Contracting Requirements," "General Requirements", Division 02 through 49 of the technical specifications as enumerated in the Table of Contents, and Drawings
- 2.2 Addenda are written or graphic instruments issued by Engineer prior to execution of Contract and which modify or interpret Procurement Documents by additions, deletions, clarifications, or corrections.
- 2.3 Base Bid is the sum stated in the Bid Form for which Bidder agrees to perform the Work described in Procurement Documents.
  - 2.3.1 An Alternate Bid (or Alternate) is an amount stated in the Bid Form to be added to or deducted from amount of the Base Bid if corresponding change in the Work, as described in Alternate Bid in the Procurement Documents is accepted.
  - 2.3.2 A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in Procurement Documents. Refer to "General Requirements" for specifics to be included in each Unit Price. Adjustments to any Unit Price due to an increase or decrease in quantities will not be allowed. Bid amount for each unit price shall include all related items to that work including, but not necessarily limited to, labor, material, access, scaffolding, canopies, protection, finishes, temporary facilities and controls, and all other items necessary for proper performance and completion of unit price work.
- 2.4 Definitions set forth in General Conditions of Contract for Construction, AIA Document A201-2017.

## ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 By submitting a Bid, Bidder represents that it has read and understands Procurement Documents, has visited the Project Site, has become familiar with local conditions under which the Work is to be performed, and attests that the Bid is based upon materials, equipment, and systems required by Procurement Documents. Bidder will not be entitled to additional compensation for Bidder's errors or omissions in a bid.
- 3.2 Preparation of Bid Form:
  - 3.2.1 All blank spaces on the Bid Form must be filled in, including Addenda, if any are issued during the bid period, in order for the Bid to be valid.
  - 3.2.2 Alternate Bids: Spaces for Alternate Bids should be filled in with the amount increased or decreased to the Base Bid. If in the Contractor's opinion the Alternate Bid is impractical, improper, or unsuitable for this Project, enter the words "NO BID".

- 3.2.3 All bid amounts for Base Bid and Alternates shall be given in both words and figures. In the event of a discrepancy between the words and figures, the words shall govern.
- 3.2.4 Each Bidder must base his bid on materials and equipment described in the Contract Documents.
1. The amount of the Base Bid must include, but not necessarily be limited to the following:
    - a. All taxes, excises, or other charges by Federal, State, County, Township; or Municipal Governments;
    - b. All fees for royalties and patents;
    - c. All temporary facilities and controls as required;
    - d. All permits and required certifications;
    - e. All disposal fees;
    - f. Credit for salvaged materials;
    - g. Labor;
    - h. Material;
    - i. Access;
    - j. Scaffolding;
    - k. Canopies;
    - l. Protection;
    - m. Finishes; and
    - n. All other items necessary for proper performance and completion of work.

#### ARTICLE 4 - PROCUREMENT DOCUMENTS

- 4.1 In making copies of Procurement Documents available, Owner and Engineer do so only for purpose of obtaining Bids on Work and do not confer a license or grant permission for any other use of Procurement Documents.
- 4.2 Bidder shall carefully study and compare Procurement Documents with each other and with other work being bid concurrently and/or presently under construction to extent that



it relates to Work for which Bid is submitted, and shall at once report to Engineer errors, inconsistencies, or ambiguities discovered.

- 4.2.1 Bidders requiring clarification or interpretation of Procurement Documents shall make a written request to Engineer, which must be received at least 7 days prior to date for receipt of Bids.
- 4.3 Interpretations, corrections, and changes of Procurement Documents will be made by Addenda, and will be numbered. Any and all Addenda shall be incorporated as part of the Procurement Documents and shall supersede all previous information in these documents they affect. Interpretations, corrections, and changes of Procurement Documents made in any other manner are void.
- 4.4 Materials, products, and equipment described in Procurement Documents establish a standard of required function, dimension, appearance, and quality. Any proposed substitution shall be based on same level of function, dimension, appearance, and quality.
  - 4.4.1 No substitutions will be considered prior to receipt of Bids.
  - 4.4.2 No substitutions will be considered after Contract award unless specifically provided in Procurement Documents.
- 4.5 Addenda will be mailed or delivered to all known Bidders of Record.
- 4.6 No Addenda will be issued less than 4 days prior to date for receipt of Bids. Addendum withdrawing request for Bids or postponement of Bid due date may be issued less than 4 days prior to Bid due date.

## ARTICLE 5 - PRE-BID INFORMATION

- 5.1 Bidders shall attend a pre-bid meeting, to be held at 10:00 am Central Time, Monday, February 16, 2026. At that time, site conditions may be examined, and Engineer will be available to answer questions. The pre-bid meeting will be held at the project site (address indicated above). Attendance at the pre-bid meeting by bidders will be mandatory. Failure to attend may result in disqualification.
- 5.2 Bidder shall coordinate pre-bid site access with Owner's Representative at following contact information:

Mr. Vinny Tangherlini  
VTangherlini@skokielibrary.info  
(847) 673-7774

## ARTICLE 6 - BIDDING PROCEDURES

- 6.1 Bids shall be submitted on Bid Form included with Procurement Documents. All blanks on Bid Form shall be filled in ink. Interlineations, alterations, and erasures must be initialed by signer of the Bid.
- 6.2 Submitted Bids shall include a Subcontractor Listing (names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for principal portions of Work).
- 6.3 Each copy of the Bid shall include legal name of Bidder and a statement that Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by person or persons legally authorized to bind Bidder to a contract. A Bid by a corporation shall further give state of incorporation and have corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying agent's authority to bind the Bidder.
- 6.4 Each Bid shall be accompanied by a Bid Security in amount required under Article "BID SECURITY" as stated above, pledging that Bidder will enter into a Contract with Owner covering the entire work of the Bid, and will furnish to the Owner all bonds, certifications, insurance documents, and other requirements, within 15 days after issuance of a written Notice of Award of Contract or Letter of Intent by the Owner.
  - 6.4.1 The Contractor shall acknowledge acceptance of the terms indicated herein in 00 41 00, Bid Form. If the Contractor has stipulations he shall list those stipulations clearly in the designated portion of the Bid Form. Failure to enter into the Contract after acceptance of the Bid by the Owner will result in the forfeiture of Bid Security.
  - 6.4.2 Bid Security shall not be forfeited to Owner in the event Owner fails to comply with Paragraph 8.1 of this Document.
- 6.5 If a Surety Bond is required for Bid Security, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in Procurement Documents, and attorney-in-fact who executes the bond on behalf of surety shall affix to the bond a certified and current copy of power-of-attorney.
- 6.6 Owner will have the right to retain Bid Security of Bidders to whom an award is being considered until: (a) Contract has been executed and "Performance Bond and Payment Bond", if required, have been furnished, (b) specified time has elapsed so that Bids may be withdrawn under Section 6.8.2, or (c) all Bids have been rejected.
- 6.7 All copies of the Bid, Bid Security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to party receiving the Bids and shall be identified with Project name, Bidder's name and address, and, if applicable, designated portion of Work for which the Bid is submitted. If

the Bid is sent by mail, sealed envelope shall be enclosed in a separate mailing envelope with notation "SEALED BID ENCLOSED" on face thereof.

- 6.8 Bids shall be received at location designated above prior to time and date for receipt of Bids. Bids received after such time will be returned unopened. Bidder shall assume full responsibility for timely delivery of his Bid. Telephonic, e-mailed, or faxed Bids will not be accepted.

6.8.1 A Bidder may withdraw his bid and bid security at any time before the deadline set for receipt of Bids, either personally or by written request. In such case, no Bid may be resubmitted.

6.8.2 No Bid may be modified after submittal and no Bid may be withdrawn after the Bid Opening, unless the award of the Contract is delayed for a period exceeding 60 days.

#### ARTICLE 7 - CONSIDERATION OF BIDS

- 7.1 Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by Procurement Documents, or reject a Bid that is in any way incomplete or irregular, or otherwise fails to comply with the Procurement Documents.
- 7.2 After the bid opening, Owner and Engineer shall have the right to interview representatives of Bidders and their subcontractors regarding their qualifications and experience. Owner and Engineer shall not negotiate with representatives of Bidders or their subcontractors.
- 7.3 Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid that, in Owner's judgment, is in Owner's own best interests.
- 7.4 Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically indicated in Procurement Documents, and to determine lowest Bidder on the basis of the sum of Base Bid and Alternates accepted.

#### ARTICLE 8 - POST-BID INFORMATION

- 8.1 Owner shall, at request of the successful Bidder to whom award of a Contract is under consideration and no later than seven (7) days prior to expiration of time for withdrawal of Bids, furnish to Bidder reasonable evidence financial arrangements have been made to fulfill Owner's obligations under Contract. Unless such reasonable evidence is furnished, Bidder will not be required to execute Agreement between Owner and Contractor.
- 8.2 Bidder shall, as soon as practicable after notification of Contract Award, furnish in writing to Owner through Engineer:
- 8.2.1 a designation of the Work to be performed with Bidder's own forces;

- 8.2.2 names of manufacturers, products, and suppliers of principal items or systems of materials and equipment proposed for Work; and
- 8.2.3 names of persons or entities proposed for principal portions of Work, if different than that submitted with the Bid.
- 8.3 Bidder will be required to establish, to satisfaction of Engineer and Owner, reliability and responsibility of persons or entities proposed to furnish and perform Work described in Procurement Documents.
- 8.4 Prior to award of Contract, Engineer will notify Bidder in writing if either Owner or Engineer, after due investigation, has reasonable objection to a person or entity proposed by Bidder. If Owner or Engineer has reasonable objection to a proposed person or entity, Bidder may, at Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. Owner may accept the adjusted bid price or disqualify Bidder. In event of either withdrawal or disqualification, bid security will not be forfeited.
- 8.5 Persons and entities proposed by Bidder and to whom Owner and Engineer have made no reasonable objection must be used on Work for which they were proposed and shall not be changed except with written consent of Owner and Engineer.

#### ARTICLE 9 - PERFORMANCE BOND AND PAYMENT BOND

- 9.1 If stipulated in Procurement Documents, Bidder shall furnish a Performance Bond and Payment Bond covering faithful performance of Contract and payment of all obligations arising thereunder. Bonds may be secured through Bidder's usual sources.
- 9.2 Cost of the Performance Bond and Payment Bond shall be included in the Bid as Alternate 1.
- 9.3 If furnishing of such bonds is required after receipt of bids and before execution of Contract, cost of such bonds shall be added to the Bid in determining Contract Sum.
- 9.4 Bidder shall deliver required bonds to Owner not later than 15 days following date of execution of Contract. If Work is to be commenced prior thereto in response to a Letter of Intent, Successful Bidder shall submit evidence satisfactory to Owner that such bonds will be furnished and delivered in accordance with this Paragraph.
- 9.5 Unless otherwise provided, bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in amount of Contract Sum. Bonds shall be dated on or after date of Contract.
- 9.6 Bidder shall require the attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power-of-attorney.

ARTICLE 10 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 10.1 Agreement for Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor.

ARTICLE 11 - INFORMATION AVAILABLE TO BIDDERS

- 11.1 Precast Concrete Curtainwall Details (Sheet A8) from architectural drawings prepared by Hammond and Roesch Incorporated and dated October 30, 1970;
- 11.2 "Addition and Renovation" drawings prepared by OWP&P Architects, Inc. and dated June 11, 2001.

END OF INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

DOCUMENT 00 41 00

BID FORM

PROJECT Exterior Sealant Repairs  
IDENTIFICATION: Skokie Public Library

BID TO: Skokie Public Library  
5215 Oakton Street  
Skokie, Illinois 60077

BID FROM: Bidder: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_  
Fax: (     ) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

1. Having carefully examined the Bidding and Contract Documents for the project, including all of the Drawings enumerated on Document 00 01 15 List of Drawing Sheets and the Project Manual, dated January 16, 2026, together with the Contract provisions, the site of the Work and the conditions affecting the Work and Addenda including,

Addendum No.: \_\_\_\_\_ ; Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ ; Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ ; Dated: \_\_\_\_\_

Bidder will complete the Work in accordance with Contract Documents for the following price(s):

2. BASE BID: Stipulated Sum of

\_\_\_\_\_  
dollars (\$ \_\_\_\_\_).

3. ALTERNATES

A. Alternate 1: Provide Performance and Payment Bonds for Base Bid.

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_) (add) (deduct)

4. The undersigned agrees, if this Bid is accepted, to enter into an agreement with Owner, in the form included in Procurement Documents, to perform and furnish the Work as indicated and specified in the Contract Documents for the Base Bid and cost of any accepted alternates stated above.

5. In submitting this Bid, Bidder represents, as more fully set forth in Agreement, that:

A. This Bid will remain subject to acceptance for 60 days after day of Bid opening;

B. Owner has the right to reject this Bid;

C. Bidder accepts provisions of Invitation to Bid and Instructions to Bidders regarding disposition of Bid Security;

D. Successful Bidder will sign and submit the Agreement with Bonds and other documents required by Bidding Requirements within 15 days after date of Owner's Notice of Award;

E. Bidder has examined copies of all Procurement Documents and has prepared the Bid based on a complete set of Procurement Documents;

F. Bidder has visited the site and become familiar with general, local, and site conditions;

G. Bidder is familiar with federal, state, and local laws and regulations;

H. Bidder has correlated information known to Bidder, information and observations obtained from visits to site, reports and drawings identified in Procurement Documents, and additional examinations, investigations, exploration, tests, studies, and data with Procurement Documents;

- I. This Bid is genuine and not made in interest of or on behalf of an undisclosed person, firm, or corporation, and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation; Bidder has not solicited or induced a person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over Owner.

6. BASE BID BREAKDOWN

- A. A breakdown of the Base Bid is provided in Table 00 41 13.1. Base Bid is based on quantities indicated in Table 00 41 13.1. When actual quantities vary from those indicated in the table, the Base Bid shall be adjusted in accordance with the indicated unit prices.

7. The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified or cashier's check made payable to Owner, or Bid Bond. The Bidder acknowledges that it understands the conditions of entering in the proposed contract included in these documents as indicated in Paragraph 6.4 of Document 00 11 16. Please **initial one** of the following:

\_\_\_\_\_ I, the Bidder, acknowledge acceptance of the conditions indicated in Paragraph 6.4 of Document 00 11 16 and will enter into the Agreement without any modifications to stated Contract.

\_\_\_\_\_ I, the Bidder, agree to the terms of the proposed Contract, with the exception of the following stipulations that are to be clarified (list stipulations in the space provided):

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---

---

---

B. Subcontractor Listing.



8. CONTRACT PROVISIONS:

- A. By submitting this Bid the undersigned agrees that, if this Bid is accepted within 60 days after bid opening, the bidder will be liable to the Owner for damages the Owner may suffer by failure of the undersigned to enter forthwith into a Contract and deliver the necessary bonds together with required insurance and other documents within timeframe indicated in Paragraph 5.D.

9. BIDDERS SIGNATURE:

Bidder: \_\_\_\_\_  
(Legal name of person, firm or corporation)

☐ Sole Proprietorship      ☐ Partnership      ☐ Corporation

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Incorporated In The State Of \_\_\_\_\_

If a Corporation

ATTEST

\_\_\_\_\_  
Secretary

TABLE 00 41 13.1 – BASIS OF BASE BID

Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Amount
1.	General Conditions	Lump Sum	1		\$_____
2.	Mobilization	Lump Sum	1		\$_____
3.	Concrete Crack Repairs				
3.a	Rout and Seal Cracks	Linear Feet	300	\$_____	\$_____
3.b	Replace Sealant at Previously Repaired Cracks	Linear Feet	100	\$_____	\$_____
4a.	Typical Concrete Patch Repairs	Square Feet	50	\$_____	\$_____
4b.	Concrete Patch Repairs at Fins	Linear Feet	20	\$_____	\$_____
5.	Sealant Repairs				
5.a	Precast Panel Joints	Lump Sum			\$_____
5.b	Precast-to-Soffit Joints	Lump Sum			\$_____
5.c	Window Perimeter Sealant	Lump Sum			\$_____
5.d	Louver Perimeter Sealant	Lump Sum			\$_____
5.e	3 <sup>rd</sup> Floor Glazing Sealant	Lump Sum			\$_____
5.f	Brick Masonry Expansion Joints	Lump Sum			\$_____
5.g	Counterflashing Sealant	Lump Sum			\$_____
6.	Engineer's Access	Hours	10	\$_____	\$_____
7.	Additional Work, Time-and-Materials	Allowance	1		<u>\$20,000</u>
8.	Demobilization	Lump Sum	1		\$_____
<b>Total Base Bid</b>					<b>\$_____</b>

Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Amount
Additional Unit Prices Not Included in Base Bid					
	Superintendent	Hours	N/A	\$ _____	N/A
	Foreman	Hours	N/A	\$ _____	N/A
	Journeyman	Hours	N/A	\$ _____	N/A
	Laborer	Hours	N/A	\$ _____	N/A
	Truck and Driver	Hours	N/A	\$ _____	N/A
	Mark-up on Materials	N/A	N/A	_____ %	N/A

Table 00 41 13.1 Notes:

1. Quantities, where stated, are estimated quantities for bidding purposes only. Payment for these tasks will be based on actual quantities of work installed, with an adjustment to Base Bid amount in accordance with stated unit prices. Where no quantities are provided, corresponding work items are to be bid on a lump-sum basis.
2. Indicated mark-up shall be limited to materials only. No additional mark-up shall be allowed on labor rates or unit prices indicated above. Labor rates and unit prices shall include all overhead, profits, mark-ups, and other related costs.

DOCUMENT 00 43 25  
SUBSTITUTION REQUEST FORM

PROJECT: Exterior Sealant Repairs  
Skokie Public Library

SPECIFIED ITEM: \_\_\_\_\_

Section: \_\_\_\_\_ Page \_\_\_\_ Paragraph \_\_\_\_\_ Description \_\_\_\_\_

The undersigned requests consideration of the following:

PROPOSED  
SUBSTITUTION: \_\_\_\_\_

REASON FOR  
REQUESTING  
SUBSTITUTION:\* \_\_\_\_\_

PROPOSED CHANGE TO: Contract Sum \_\_\_\_\_ Contract Time \_\_\_\_\_

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

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

The undersigned certifies that the following paragraphs, unless modified by the attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to repair design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by:

Signature \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

For use by BTC

☐ Approved

☐ Approved as Noted

☐ Not Approved

☐ Received Too Late

By: \_\_\_\_\_

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

SUBCONTRACTOR LISTING

PROJECT IDENTIFICATION: Exterior Sealant Repairs  
Skokie Public Library

SUBMITTED TO: Skokie Public Library  
5215 Oakton Street  
Skokie, Illinois 60077

1. For portions of Work equaling or exceeding 5% of the total base bid, undersigned proposes to use the following subcontractors. Except as otherwise approved by Owner, undersigned proposes to perform all other portions of Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

PROVIDE SIGNATURE  
IDENTICAL TO THAT  
SHOWN ON THE BID  
FORM

BIDDER: \_\_\_\_\_

by: \_\_\_\_\_

END OF SUBCONTRACTOR LISTING

DOCUMENT 00 52 13

AGREEMENT FORM

The Agreement Form for this Work will be AIA Document A101-2017, “Standard Form of Agreement Between Owner and Contractor”.

# DRAFT AIA® Document A101™ – 2017

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

**AGREEMENT** made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

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)

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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

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

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- 2 THE WORK OF THIS CONTRACT
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- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

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

« »

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

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

#### § 3.3 Substantial Completion

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

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

- ☐ [ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and 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 damages, if any.)

« »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change 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 « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

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

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

«Ten percent (10%) of completed and stored work.»

§ 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.)

«Retainage shall be reduced to five percent (5%) after fifty percent (50%) of the work is complete. »

§ 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 A101™–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.)*

<< >>

§ 8.7 Other provisions:

<< >>

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

<< >>

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

[ << >> ] AIA Document E204™–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 Conditions of the Contract:

Document	Title	Date	Pages

**.9** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal 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** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

DOCUMENT 00 54 00  
AGREEMENT FORM SUPPLEMENTS

AIA Document A101-2017, Exhibit A “Insurance and Bonds”



# DRAFT AIA® Document A101™ – 2017

## Exhibit A

### Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

« »  
« »

**THE OWNER:**  
(Name, legal status and address)

« »  
« »

**THE CONTRACTOR:**  
(Name, legal status and address)

« »  
« »

#### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

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

#### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

### § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [ ☐ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ☐

- [ ☐ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ☐

- [ ☐ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ ☐

- [ ☐ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ ☐

- [ ☐ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ ☐

- [ ☐ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ ☐

- [ ☐ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

☐ ☐

### **§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [ « » ] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

- [ « » ] § A.2.5.2 **Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:  
*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars» (\$ «1,000,000») each occurrence, «Two Million Dollars» (\$ «2,000,000 ») general aggregate, and «Two Million Dollars» (\$ «2,000,000») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars» (\$ «1,000,000» ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000» ) each accident, «One Million Dollars» (\$ «1,000,000» ) each employee, and «Five Million Dollars» (\$ «5,000,000» ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ **A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ **A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ **A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

### § **A.3.3 Contractor's Other Insurance Coverage**

§ **A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ **A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ « » ] § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [ « » ] § **A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [ « » ] § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [ « » ] § **A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [ « » ] § **A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.



[ « » ] **§ A.3.3.2.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
----------	--------

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

DOCUMENT 00 60 00

PROJECT FORMS

The following project forms shall apply to the project:

- A. Contractor's 3 year warranty (see Section 01 11 00, Article 1.06) in accordance with Form 00 60 00.1.



FORM 00 60 00.1 - CONTRACTOR'S WARRANTY FORM

*[Contractor Name]* hereby warrants all material and labor provided by *[Contractor Name]* in relation to Exterior Sealant Repairs, Skokie Public Library, 5215 Oakton Street, Skokie, Illinois, 60077 against defects. *[Contractor Name]* further warrants that all Work has been performed in accordance with Contract Documents dated *[insert the date of the Agreement]*, unless deviations have been approved in writing through Change Orders or Bulletins issued by Engineer.

This warranty shall remain in full force until *[date warranty expires]*. Upon notification of defects or deviations in materials and/or workmanship, *[Contractor Name]* will make repairs to remedy such defects and/or deviations at no cost to Owner. This warranty shall not include consequential damages.

*[Contractor Name]*

By: *[Authorized Representative Name]*

*[Authorized Representative Title]*

---

Signature

Date: *[date]*

Corporate Seal:

DOCUMENT 00 61 13

BONDS

The bond forms for this Work will be AIA Document A312-2010 “Performance Bond” and “Payment Bond”.

DRAFT

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

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**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal  
place of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

« »  
« »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »  
« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this  
Bond:

☐

None

☐

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:**

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

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

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

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

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

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

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

§ 16 Modifications to this bond are as follows:

« »

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

**SURETY**

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

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# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

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**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal  
place of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

« »  
« »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »  
« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

« »

None

« »

See Section  
18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate  
Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other  
party:)

« »  
« »  
« »  
« »  
« »  
« »

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **§ 16 Definitions**

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

- .1 the name of the Claimant;
- .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.

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

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

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

**§ 18** Modifications to this bond are as follows:

« »

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »

DOCUMENT 00 72 13  
GENERAL CONDITIONS

The general conditions for this Work will be AIA Document A201-2017 "General Conditions of the Contract for Construction."

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>  
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>  
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>  
<< >>

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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.

**§ 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 E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

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



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

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

**§ 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.

**§ 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.

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



### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

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

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

**§ 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 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.

### **§ 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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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



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

### **§ 6.3 Owner's Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

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

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, 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;
  - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

## **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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



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

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

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

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract



Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, 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; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

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

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

#### **§ 15.1.4 Continuing Contract Performance**

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

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

#### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

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

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

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

## **§ 15.2 Initial Decision**

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

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

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

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

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

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

**§ 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.

SUPPLEMENTARY CONDITIONS

The following supplements modify AIA Document A101-2017 Exhibit A, Insurance and Bonds, and AIA Document A201-2017, General Conditions of the Contract for Construction. Where a portion of Exhibit A or the General Conditions are modified or deleted by these Supplementary Conditions, the unaltered portions of Exhibit A or the General Conditions shall remain in effect.

Supplements to AIA Document A101-2017 Exhibit A, Insurance and Bonds are as follows:

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

A3.1 GENERAL

*A3.1.1 Add the following sentence to Subparagraph A3.1.1:*

If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-5.

A3.2 CONTRACTOR'S REQUIRED INSURANCE COVERAGE

*A3.2.2.1.1 Delete the semicolon at the end of Clause A3.2.2.1.1 and add:*

or persons or entities excluded by statute but required by the Contract Documents to provide insurance;

*Add the following Clauses A3.2.2.3 through A3.2.2.5 to Subparagraph A3.2.2.:*

A3.2.2.3 The Contractor's Commercial General Liability policy shall be endorsed to have the General Aggregate apply to this Project only.

A3.2.2.4 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2017 under Paragraph 3.18.

A3.2.2.5 Products and Completed Operations insurance shall be maintained for a minimum period of at least 4 years after either 90 days following Substantial Completion or final payment, whichever is earlier.

*Add the following Clause A3.2.13 to Subparagraph A3.2:*

A3.2.13 The carrier ratings for the Contractor's insurance are subject to Owner's approval in its sole and absolute discretion. In the absence of other specification, Contractor's insurance carriers shall maintain a rating of at least A-VII under the A.M. Best rating system. All insurance policies required herein to be obtained by Contractor shall be primary and non-contributory to any other insurance or indemnity as may be available to any additional insured. Contractor shall furnish Owner with certificates, policies, or binders which evidence that the Contractor is covered and the Owner and Architect are insured by the required insurance, showing type, amount, class of operations covered, effective dates and dates of expiration of policies, and Contractor shall furnish Owner with an "Endorsement to Policy" naming Owner and Building Technology Consultants, Inc. as additional insureds under the insurance required to be procured by Contractor. Such certificates, policies, binders, and Endorsement to Policy shall be delivered to the Owner prior to the commencement of the Work.

Supplements to AIA Document A201–2017, General Conditions of the Contract for Construction are as follows:

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

*Add the following sentence to the end of Subparagraph 1.1.1:*

Contractor's Bid Form submitted during the bidding process shall be incorporated into the Contract Documents. The Contract Documents executed or identified in accordance with Subparagraph 1.1.2 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

*Add the following subparagraph 1.1.9 to Paragraph 1.1:*

#### 1.1.9 Days

Where number of days is indicated in Contract Documents, they refer to Calendar Days.

### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

*Add Clause 1.2.1.2 to Subparagraph 1.2.1:*

1.2.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Modifications.
2. The Agreement.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The Supplementary Conditions.
5. The General Conditions of the Contract for Construction.
6. Division 1 of the Specifications.
7. Drawings and Divisions 02-49 of the Specifications.
8. Other documents specifically enumerated in the Agreement as part of the Contract Documents.

In the case of conflicts or discrepancies between Drawings and Divisions 02-49 of the Specifications or within either Document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Subparagraph 4.2.11. In the event that Architect's interpretation or clarification has not been requested, or an addendum has not been issued to clarify or interpret any uncertainties or ambiguities as to quality or quantity of any work required by the Specifications or Drawings, the better quality and larger quantity shall be applicable.

## 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

*Add the following Subparagraphs 1.5.3 and 1.5.4 to Paragraph 1.5:*

1.5.3 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.2.1.2 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.5.4 The Contractor shall not transfer or reuse instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

1.9

*Add the following Paragraph 1.9 to Article 1:*

## 1.9 COOPERATION BETWEEN PARTIES

1.9.1 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships that may otherwise exist.

## ARTICLE 2 OWNER

### 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

*Delete Subparagraph 2.3.1 in its entirety.*

*Add the following Clause 2.3.2.1:*

2.3.2.1 Whenever the term "Architect" is used throughout these Contract Documents, it shall refer to Engineer, Building Technology Consultants, Inc. or BTC.

*Delete Subparagraph 2.3.4 in its entirety and substitute the following in its place:*

2.3.4 Owner shall provide Contractor with any information it may have as to the location of utility lines and services. However, Owner makes no representation or warranty as to the accuracy of any such information, and Owner shall have no duty to verify or update any such information. Contractor shall be responsible for locating and avoiding damage to utility lines and services and Contractor shall be responsible for its failure to do so.

*Delete Subparagraph 2.3.6 and substitute the following:*

2.3.6 The Contractor will be furnished, free of charge, 1 printed copy of Drawings and Project Manuals plus an electronic copy of same. Owner will also furnish the Contractor required printed sets of Drawings and Project Manual required to obtain permits. Additional sets will be furnished at the cost of reproduction, postage, and handling.

## ARTICLE 3 CONTRACTOR

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

*Add the following Subparagraph 3.2.5 to Paragraph 3.2:*

3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

### 3.4 LABOR AND MATERIALS

*Add the following Subparagraph 3.4.2.1 to Subparagraph 3.4.2:*

3.4.2.1 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

3.4.2.1.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

3.4.2.1.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

3.4.2.1.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

3.4.2.1.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Architect shall be the sole judge of equivalency of a proposed substitution. Architect's decision pertaining to substitution request shall be final.

*Add the following Subparagraph 3.4.2.2 to Subparagraph 3.4.2:*

3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions..

### 3.8 ALLOWANCES

*3.8.2.2 Delete the semicolon and "and" at the end of Clause 3.8.2.2 and add the following:*

, except that if installation is included as part of an allowance in Divisions 1-16 of the Specifications, the installation and labor cost for greater or lesser quantities of work shall be determined in accordance with Subparagraph 7.3.4; and

### 3.9 SUPERINTENDENT

*Add the following Subparagraphs 3.9.4 and 3.9.5 to 3.9:*

3.9.4 Superintendent or Foreman shall be present at all times when the Work of the Contract is being performed and shall be available to receive instructions from Owner's representative or Architect as to work which is required to be done or improved upon.

3.9.5 Owner shall have the right to approve the Contractor's project manager, superintendent, and project foreman. In the event the Contractor's project manager, superintendent, and/or project foreman is not approved by the Owner, Owner shall have the right to request replacement of the Contractor's project manager, superintendent, and/or project foreman.

### 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

*Add the following Clause 3.10.1.1 to Subparagraph 3.10.1:*

3.10.1.1 The Owner may authorize construction activities to commence prior to completion of the Drawings and Specifications. If the Drawings and Specifications require further development at the time the initial construction schedule is prepared, the Contractor shall 1) allow time in the schedule for further development of the Drawings and Specifications by the Architect, including time for review by the Owner and Contractor and for the Contractor's coordination of Subcontractors' Work and 2) furnish to the Owner in a timely manner information regarding anticipated market conditions and construction cost;



availability of labor, materials and equipment; and proposed methods, sequences, and time schedules for construction of the Work.

### 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

*Add Subparagraph 3.12.11 to Paragraph 3.12:*

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of such additional resubmittals.

### 3.15 CLEANING UP

*Amend Paragraph 3.15.1 by adding the words "On a daily basis, " to the beginning of the paragraph.*

### 3.18 INDEMNIFICATION

*Amend Subparagraph 3.18.1 by adding the words "to the extent covered by insurance" after the word "itself" inside the parenthesis in the first sentence.*

## ARTICLE 4 ARCHITECT

### 4.2 ADMINISTRATION OF THE CONTRACT

*Add Clause 4.2.2.1 to Subparagraph 4.2.1:*

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

*Add Clause 4.2.7.1 to Subparagraph 4.2.7:*

4.2.7.1 In no case will the Architect's review period on any submittal be less than 5 working days after receipt of the submittal from the Contractor.

*Add Clause 4.2.14.1 to Subparagraph 4.2.14:*

4.2.14.1 Contractor's requests for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on AIA Document G716–

2004. The Architect will return without action requests for information that do not conform to requirements of the Contract Documents.

## ARTICLE 5 SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

#### *5.2.1 Add the following clause:*

5.2.1.1 On the Subcontractor Listing Form, Contractor shall furnish names of persons or entities proposed for principal portions of the Work defined in bidding requirements. Acceptance of the Bid shall constitute notice of no reasonable objection to proposed persons or entities.

#### *Add Clause 5.2.5 to Subparagraph 5.2:*

### 5.2.5 MANUFACTURERS AND FABRICATORS

5.2.5.1 Not later than 5 working days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor. The Architect may reply within 14 days to the Contractor in writing stating 1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or 2) that the Architect requires additional time to review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

5.2.5.2 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.

5.2.5.3 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 manufacturer or fabricator 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 manufacturer's or fabricator'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.

5.2.5.4 The Contractor shall not substitute a person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

*Amend Paragraph 6.1.1 by deleting the words "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" from the first sentence.*

*Amend Paragraph 6.1.3 by adding the words "by the Owner" after the word "necessary" in the 3<sup>rd</sup> sentence.*

*Delete Paragraph 6.1.4 in its entirety.*

## ARTICLE 7 CHANGES IN THE WORK

### 7.1 GENERAL

*Add the following Subparagraph 7.1.4 to Paragraph 7.1:*

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

7.1.4.1 For the Contractor, for Work performed by the Contractor's own forces, 20 percent of the cost.

7.1.2.2 For the Contractor, for work performed by the Contractor's Subcontractors, 20 percent of the amount due the Subcontractors.

7.1.4.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 20 percent of the cost.

7.1.4.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 20 percent of the amount due the Sub-subcontractor.

7.1.4.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

7.1.4.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

*Amend Subparagraph 7.3.8 by adding the words "plus allocable overhead and profit" after the word "cost" in the first sentence.*

## ARTICLE 9 PAYMENTS AND COMPLETION

### 9.3 APPLICATIONS FOR PAYMENTS

*9.3.1 Add the following sentence to Subparagraph 9.3.1:*

The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet. Other similar forms may be substituted for AIA Documents G702 and G703 with prior approval from Architect.

*Amend Subparagraph 9.3.1.2 by adding the following sentence at the end of the subparagraph:*

"Contractor shall promptly inform Owner as to Contractor's intention not to pay a Subcontractor or material supplier who may assert a lien or other claim against the Owner or the Owner's property."

*Add the following Clause 9.3.1.3 to Subparagraph 9.3.1:*

9.3.1.3 Prior to the start of the Work and with the application for payment, Contractor shall deliver to the Owner, a sworn statement setting forth the total amount of the Contract and containing the names of all subcontractors and material suppliers employed in connection with the Work together with the amount of each subcontract. The Contractor shall be required to provide any other documents that may be required by an escrow trustee, if an escrow is utilized.

*Amend Subparagraph 9.3.3 by adding the following language:*

“Contractor shall furnish waivers of mechanic's and materialmen's lien for that portion of the Work for which Application for Payment is being made, including all subcontractors and suppliers. At the Owner's discretion, the Owner may only require lien waivers for previously approved payment applications from subcontractors and material suppliers. Also, at the discretion of Owner, payments may be made directly by Owner to subcontractors and material suppliers in exchange for their lien waivers.”

*Add the following Clause 9.3.4 to Subparagraph 9.3:*

“The parties hereby agree that, in exchange for the payment terms and conditions contained in this Contract, Contractor hereby waives any and all rights and remedies contained in the Illinois Contractor Prompt Payment Act.”

## 9.6 PROGRESS PAYMENTS

*Add the following at the end of Paragraph 9.6.1:*

A retainage in the amount of 10% of completed work and stored materials shall be deducted from each application for payment until 50% completion. After such time, retainage shall be 5% of completed work and stored materials. This retainage shall be released as part of Final Payment.

## 9.8 SUBSTANTIAL COMPLETION

*Add the following Clause 9.8.3.1 to Subparagraph 9.8.3:*

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

*9.8.5 Delete the 2<sup>nd</sup> sentence and substitute the following:*

Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to 95 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

## 9.9 PARTIAL OCCUPANCY OR USE

*Amend Subparagraph 9.9.1 by adding the words “or delayed” at the end of the 4<sup>th</sup> sentence.*

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

*Add the following Clause 9.10.1.1 to Subparagraph 9.10.1:*

9.10.1.1 The Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. If closeout submittals are not submitted within 30 days of Substantial Completion, Owner shall have the right to withhold retainage permanently.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### 10.2 SAFETY OF PERSONS AND PROPERTY

*Add the following Clauses 10.2.4.1 and 10.2.4.2 to Subparagraph 10.2.4:*

10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

### 10.3 HAZARDOUS MATERIALS AND SUBSTANCES

*Amend Subparagraph 10.3.2 by replacing the words “licensed laboratory” with the words “qualified professional person or entity” in the first sentence.*

*Amend Subparagraph 10.3.3 by adding to the beginning of the first line of Paragraph 10.3.3 the following:*

“In the event of any claim, damage, loss, or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which such claimed damage, loss, or expense arises solely due to Owner’s negligence, and,”

## ARTICLE 11 INSURANCE AND BONDS

### 11.1 CONTRACTOR'S INSURANCE AND BONDS

*Delete Subparagraph 11.1.2 and substitute the following:*

11.1.2 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be as stipulated in AIA Document A101-2017 Exhibit A, Insurance and Bonds.

11.1.2.1 The Contractor shall deliver the required bonds to the Owner not later than 15 days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.1.2.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### 12.2 CORRECTION OF WORK

*Add the following to the end of Subparagraph 12.2.1*

“If Contractor fails to correct defective or nonconforming work, Owner may, but shall not be obligated, to correct it at Contractor's cost, which shall be charged to Contractor.

Correction of defective work shall include all damage done to the Project as a result of corrective action. Approval of any material or work at any time or stage of construction will not prevent its subsequent rejection for failure to conform to the requirements of the Contract Documents. No election by the Owner to correct work shall constitute a waiver of any obligation of a surety upon its Performance and Labor and Material Payment Bonds.”

*Add the following Clause 12.2.2.4 to Subparagraph 12.2.2:*

12.2.2.4 Upon request by the Owner and prior to the expiration of 1 year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

*Add Paragraph 13.6. as follows:*

### 13.6 OWNER'S DAMAGES

13.6.1 As used herein, the Owner's expenses, damages or costs shall include attorneys' or other professional fees incurred by the Owner with respect to the specified event or situation.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

*Amend Subparagraph 14.3.2.1 by adding the words "and/or its subcontractors, sub-subcontractors or companies which are to provide labor, materials or work included in the Work," after the word "Contractor".*

## ARTICLE 15 CLAIMS AND DISPUTES

### 15.1 CLAIMS

*Add the following Clauses 15.1.6.3 and 15.1.6.4 to Subparagraph 15.1.6:*

15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require, including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work or for concurrent delays due to the fault of the Contractor.

*15.1.7 Add the following sentence to Subparagraph 15.1.7:*

If, before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the



Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this Subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect.

## 15.5 CLAIM EXPENSES

*Add the following new Paragraph 15.5:*

### 15.5 Claim Expenses

15.5.1 In the event that either party institutes legal action against the other under this Agreement, then in that event the prevailing party shall be entitled to recover all damages (including but not limited to, consequential damages) and to be paid its costs and professional fees (including, but not limited to, reasonable attorney's fees) from the losing party.

END OF SUPPLEMENTARY CONDITIONS

SECTION 00 71 13  
ADDITIONAL SUPPLEMENTARY CONDITIONS (RIDER)

## SECTION 00 71 13

### ADDITIONAL SUPPLEMENTARY CONDITIONS (RIDER)

Supplements to AIA Document A101-2017 Exhibit A, Insurance and Bonds are as follows:

#### ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

*Add the following sentence to the end of Clause A3.2.13 to Subparagraph A3.2:*

Failure of Owner and/or Architect to demand Certificates of Insurance and/or Policies shall not constitute a waiver of the Contractor's responsibility to procure insurance. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor of its responsibility for furnishing sufficient amounts and coverages of insurance.

Supplements to AIA Document A201-2017, General Conditions of the Contract for Construction are as follows:

#### ARTICLE 1 GENERAL PROVISIONS

##### 1.1 BASIC DEFINITIONS

*Repeal Subparagraph 1.1.2 and replace with the following:*

The Contract Documents form the Contract for Construction. The Contract as amended 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 written Modification: signed by Contractor, approved by Owner, and signed by the representative of Owner who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. 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, provided, however, Owner shall be a third party beneficiary of any Subcontract agreement under the circumstances set forth in Article 5 herein(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 the obligations under the Contract intended to facilitate performance of the Architect's duties.

*Add the following sentence to the end of Clause 1.2.1.2 to Subparagraph 1.2.1:*

The specifications are of the abbreviated type and may include incomplete sentences. Omissions of phrases such as "The Contractor shall" or "conforming to the requirements of" is intentional; omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words in singular shall include a plural whenever applicable, or the context so indicates.

## ARTICLE 2 OWNER

*Delete Paragraph 2.2 in its entirety.*

## 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

*Add the following sentence to the end of Subparagraph 2.3.5:*

Absent a timely request, any Claim based upon lack of such information or services shall be waived.

## ARTICLE 3 CONTRACTOR

### 3.1 GENERAL

*Add the following Subparagraph 3.1.4 to Paragraph 3.1:*

3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- 3.1.4.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- 3.1.4.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- 3.1.4.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- 3.1.4.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

*Add the following sentence to Subparagraph 3.2.1 to Paragraph 3.2:*

The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

### 3.4 LABOR AND MATERIALS

*Add the following Subparagraph 3.4.5 to Paragraph 3.4:*

### 3.4.5 ILLINOIS DEPARTMENT OF LABOR REQUIREMENTS AND PREVAILING WAGE

3.4.5.1 Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). The Contractor shall ensure that any Subcontractors shall comply with the Illinois Prevailing Wage Act. Contractor and Subcontractors shall include in Bids the cost for the current prevailing wage. The prevailing wage rates are revised by the Department of Labor periodically and are available on its website. As changes are made in these prevailing wages, the Contractor and Subcontractors performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Contractor and Subcontractors.

3.4.5.2 To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Owner, Contractor or Architect by the Illinois Department of Labor or by any employee of the Contractor or a Subcontractor performing work on the project, the Contractor or the particular Subcontractor and Contractor shall be responsible for indemnifying and holding the Owner, Contractor and Architect free and harmless from all costs incurred, directly or indirectly, by the Owner, Contractor or Architect in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner, Contractor and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to this Act.

3.4.5.3 It shall be mandatory upon the Contractor and upon any Subcontractors thereof to pay all laborers, workman, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

3.4.5.4 The Contractor and each Subcontractor shall submit certified payrolls to the Department of Labor's electronic database and maintain certified payrolls in accordance with the Illinois Prevailing Wage Act.

3.4.5.5 Upon 2 business days' notice, the Contractor and each Subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Owner in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the Contractor and each Subcontractor shall make such records available at all reasonable hours at a location within this State.

*Add the following Subparagraph 3.4.6 to Paragraph 3.4:*

3.4.7 The Contractor shall comply with the non-discrimination federal, state and local laws, including without limitation the Equal Employment Opportunities Act, the American with Disabilities Act and Illinois Human Rights Act. The Contractor acknowledges that this Contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that each contractor have in place

written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law.

*Add the following sentence to the end of Paragraph 3.6:*

The Owner is exempted by Section 3 of the Illinois Use Tax Act from paying any of the taxes imposed by the Act and sales to Owner are exempt by Section 2 from any of the taxes imposed by the Act. The Department of Revenue of the State of Illinois has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law.

### 3.9 SUPERINTENDENT

*Add the following sentence to the end of Subparagraph 3.9.5:*

Contractor shall not replace the superintendent or foreman without Owner's consent and until a replacement has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

### 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

*Add the following sentence to the beginning of Clause 3.10.1.1 to Subparagraph 3.10.1:*

The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

### 3.18 INDEMNIFICATION

*Repeal Paragraph 3.18 and replace with the following:*

### 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. To the fullest extent permitted by law, the Contractor waives any right of contribution against and shall indemnify, defend and hold harmless the Owner, Owner's Representative, the Architect, and each of their board members, agents, consultants and employees from and against all claims, damages, losses and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), including but not limited to attorneys' fees, court costs and expert witness fees arising out of, relating to, resulting from or in connection with (1) any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in the Contract Documents. Further, the Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the Owner Indemnitees.

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. In any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification and defense obligations in the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Contractor and every Subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the Project and waive any

limitation of liability defense based on workers' compensation acts, or interpretations thereof, against claims by Owner for indemnification or contribution, and further agree to indemnify and defend Owner and its board members, agents and employees and consultants (Indemnitees) from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Contractor's and Subcontractors' own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and Subcontractors. If such provision is not contained within a Subcontractor contract, or if a Subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all Subcontractor liability for such indemnification defense of or contribution to Owner.

3.18.3 "Claims, damages, losses and expenses" as these words are used in the Contract Documents shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, court costs, expert witness fees and costs incurred in defense of the claim or in bringing an action to enforce the provisions of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity cost, etc. incurred by the party being indemnified or its employees, agents or consultants.

3.18.4 Contractor's indemnity obligations shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Indemnities under federal or state law or the law of other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees' method of execution of the Work.

3.18.5 To the extent prohibited by the Construction Contract Indemnification for Negligence Act, 740 ILCS 3511, the indemnification obligations of Contractor under the Contract Documents shall not extend to the liability of Owner, any Owner's Representative, or the Architect, or their agents, consultants or employees, arising out of their own negligence.

3.18.6 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.

## ARTICLE 5 SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

*Add the following Clause 5.2.1.2 to Subparagraph 5.2.1:*

5.2.1.2 Each subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the site to completely familiarize itself with existing conditions, and to



conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

*Revise Subparagraph 5.2.3 to read as follows:*

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. No additional costs shall be allowed for a change required due to an objection by the Owner, Contractor, or Architect.

*Revise Subparagraph 5.2.4 to read as follows:*

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 without written approval of the Owner. The Contractor further acknowledges and agrees that after award of the Contract to the Contractor, any savings on changes to contracts with subcontractors or substitute subcontractors will be for the benefit of the Owner and will not be used for the benefit of the Contractor or to increase the Contractor's profit on the Project. The foregoing benefit to the Owner shall include any adjustment in the amount of the price of a contract to less than the quoted price of the subcontractor upon which the Contractor's fixed bid price or Contract Sum was based. Further, if a manufacturer or supplier of any machinery or equipment, including but not limited to heating and air conditioning units or systems, changes specifications or offers incentives, discounts or lower prices after award of the Contract to the Contractor, those savings will inure to the benefit of the Owner and not the Contractor, subcontractor, manufacturer or supplier.

### 5.3 SUBCONTRACTUAL RELATIONS

*Add Paragraphs 5.3.1 and 5.3.2:*

5.3.1 Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in amount commensurate with the Work to be performed by the Subcontractor. The Contractor shall be responsible for any and all Subcontractors working under him and shall carry insurance for all Subcontractors or ensure that they are carrying it for themselves so as to relieve the Owner, Architect and Architect's Consultants of any and all liability.

5.3.2 The Owner and Architect assume no responsibility for overlapping or omission of parts of the Work by various Subcontractors in their Contracts with the Contractor.

## ARTICLE 7 CHANGES IN THE WORK

## 7.1 GENERAL

*Add the following sentence to the end of Subparagraph 7.1.1:*

A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

## ARTICLE 11 INSURANCE AND BONDS

*Add the following Paragraph 11.6:*

### 11.6 ADDITIONAL INSURANCE REQUIREMENTS

The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### 12.2 CORRECTION OF WORK

*Add the following Subparagraphs 12.2.6 and 12.2.7 to Paragraph 12.2*

12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Construction Documents or the Contract Documents or by defects in the Work.

12.2.7 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Construction Documents or the Contract Documents, then an equitable deduction from the Contract Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

*Add Paragraph 13.7 as follows:*

### 13.7 REGULATIONS

13.7.1 The Contractor and/or Subcontractor warrant/s that s/he is familiar with and s/he shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations, Owner Rules and Policies, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours, and, without limitation, such other laws and regulations as are specifically described below. Additionally, Contractor and subcontractor warrant that s/he shall comply with any amendments to such Federal, State and local laws, statutes, ordinances, rules and regulations that are enacted thereafter during the performance of the Work and under this Contract. To the extent that there are any violations of any of the applicable laws, rules, regulations and/or court orders/decrees mentioned herein, Contractor and Subcontractor shall be responsible for indemnifying and holding both the Owner and Architect free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the Owner of the Architect in responding to and complying with demands made by any of the governmental departments/agencies and/or the courts, or an aggrieved employee or person and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to any compliance with the applicable laws, rules and regulations referenced herein. No plea of misunderstanding or ignorance thereof will be considered.

13.7.1.1 Whenever required or upon the request of the Architect or Owner, the Contractor or subcontractor shall furnish the Architect and the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

13.7.2 Prior to entering this Agreement, Contractor shall certify to the Owner that the Contractor is in compliance with Illinois law and not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E).

*Add the following new Article 16:*

#### ARTICLE 16 LIMIT TO AVOID INCORPORATION OF RESPONSIBILITY BY REFERENCE

Where any specification which is incorporated herein by reference, through the words "and/or as directed by the Architect," "and/or as directed by the Architect," or phrases having a similar effect appear to give the Architect the right to direct something other than that specified, the Architect has in fact no such right to except as it may be established in specific instances in portions of this Instruments of Service other than in said specifications.

*Add the following new Article 17:*

#### ARTICLE 17 INCORPORATION OF CONTRACT TERMS WITH SUBCONTRACTORS

Contractor agrees that it will be responsible to incorporate all of the terms and conditions herein, including all amendments to this Contract, with any and all of the Subcontractors as well as any Subcontractors retained by Subcontractors. Contractor acknowledges that it is the Owner's intent that all of the terms and conditions herein, including all amendments to this Contract, will be adhered to by the Contractor and all Subcontractors performing any Work in this project.

SECTION 00 91 13

ADDENDA

SECTION 01 11 00  
SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION

- A. This project is entitled, "Exterior Sealant Repairs, Skokie Public Library."
- B. The project is located at 5215 Oakton Street, Skokie, Illinois.
- C. Existing Conditions: The Skokie Public Library was originally constructed as a single-story library facility in 1960. The library was expanded in 1971 with a 67,000 square foot, 2-story addition abutting the east side of the original building. A 3<sup>rd</sup> floor was added to the 2-story section and portions of the 1<sup>st</sup> floor were expanded to the west during a major rehabilitation project completed in 2003. The facade on the 1<sup>st</sup> floor of the library primarily consists of brick masonry cladding with full-height storefront windows set back from the outside plane of the wall. The 2<sup>nd</sup> floor is clad with precast concrete panels. The exterior walls of the 2003 3<sup>rd</sup> floor addition are clad with a combination of brick masonry and precast concrete panels.

1.02 SCOPE OF WORK

- A. Base Bid includes, but is not necessarily limited to, the following:
  - 1. Provide general conditions including supervision, project management, coordination with Owner, preconstruction surveys, insurance, attendance at meetings, temporary facilities and controls (i.e., protection, safety provisions including overhead canopies, field office, portable toilets, traffic control, fencing, temporary lighting, temporary power, access to work areas including scaffolding and associated engineering costs, equipment, temporary enclosures and weather protection, temporary heating and ventilation for work areas including gas/electrical power, daily clean-up, etc.), permits, inspection fees required by authorities having jurisdiction and manufacturers, quality control testing required by Specifications, debris removal and disposal, transportation, etc. Costs associated with access to work areas, including scaffolding, shall be included in unit costs or lump sum costs for individual work items listed below.

2. Mobilize to site.
  3. Concrete crack repairs:
    - a. Rout and seal cracks in exposed concrete surfaces where designated by Engineer.
    - b. Remove and replace deteriorated sealant at previously repaired concrete cracks where designated by Engineer.
  4. Concrete patch repairs:
    - a. Perform partial depth patch repairs at deteriorated, spalled, and/or delaminated concrete on vertical surfaces where designated by Engineer.
    - b. Perform partial depth patch repairs at deteriorated, spalled, and/or delaminated concrete along vertical fins where designated by Engineer.
  5. Remove and replace sealant at the following locations to the extent shown on Drawings:
    - a. Vertical joints between precast concrete panels;
    - b. Horizontal joints between precast concrete panels and soffit finishes along underside of 2<sup>nd</sup> floor overhang;
    - c. Perimeter of windows and louvers at 2<sup>nd</sup> and 3<sup>rd</sup> floors;
    - d. Glazing sealant at glass-to-metal joints on 3<sup>rd</sup> floor;
    - e. Brick masonry expansion joints; and
    - f. Joints between precast concrete panels and aluminum counterflashing on the 3<sup>rd</sup> floor, and between brick masonry and aluminum counterflashing on the 3<sup>rd</sup> floor.
  6. Provide access equipment and operators for Engineer's review of work.
  7. Perform additional work as directed by Engineer on a time-and-material basis and as approved through executed Change Orders.
  8. Thoroughly clean site and demobilize.
- B. Alternate 1: Provide performance and payment bonds for Base Bid.

### 1.03 CONSTRUCTION SCHEDULE

- A. Work shall commence April 13, 2026, and be Substantially Completed by July 8, 2026. Site cleanup and demobilization shall be complete within 7 days of Substantial Completion. Closeout submittals shall be submitted within 30 days of Substantial Completion. The Contract Time stipulated between the above dates shall include normally anticipated weather delays.
- B. Daily Work Schedule: Work may be performed between the hours of 7:00 am and 5:00 pm, Monday through Saturday. Do not perform loud or disruptive work before 8:00 am. Comply with local ordinances regarding work hours and noise.

### 1.04 MEASUREMENT OF QUANTITIES AND PAYMENT

- A. Lump Sum work items will be paid for based on percentage of work completed as determined by Engineer.
- B. The Contractor is responsible for measurement of repair items. Basic units of measurement and payment shall be as indicated on Bid Form. Unit quantity measurement methods are described in individual specification sections.
- C. Review repair quantities in the field with Engineer and mutually agree on quantities prior to submitting a Payment Request on which such quantities are included. Notify Engineer at least 2 days in advance of proposed time to review quantities in the field.
- D. Maintain a written record of repair work. Records shall consist of drawings and/or forms that document type, location, and quantity of repair. Submit records with each Payment Request.
- E. The estimated quantities shown on the Bid Form are for bidding purposes only. Actual quantities will vary from those estimated. Unit prices will not be adjusted based on variations between quantity allowances and actual work quantity.
- F. Actual quantities provided in completion of the Work shall determine payment. If significant discrepancies from bid quantities are discovered, immediately notify Engineer.



- G. If the actual Work requires greater or lesser quantities than those quantities indicated on the Bid Form, provide the required quantities at the unit sum/prices contracted. Owner reserves the right to reduce or increase quantities from those bid.
- H. Unit price payment includes full compensation for required labor, products, tools, equipment, transportation, services, and incidentals required for proper erection, application, or installation of an item of the Work, including overhead and profit.
- I. Final payment for Work governed by unit prices shall be based on the following formula:  
$$\text{Final Payment} = \text{Actual Quantity of Work} \times \text{Unit Price Shown on Bid Form}.$$

#### 1.05 ASSISTANCE TO TESTING LABORATORY AND ENGINEER

- A. Assistance to Testing Laboratory:
  - 1. Notify Engineer and testing laboratory at least 2 days in advance before installing Work to be tested.
  - 2. Furnish casual labor required to facilitate sampling and testing materials.
- B. Provide safe access to Engineer and testing laboratory personnel for reviewing work in progress.

#### 1.06 WARRANTY

- A. Provide a 3-year material and labor guarantee for the Work, unless otherwise specified for specific work in Divisions 02 through 49.

#### PART 2 PRODUCTS

NOT USED

#### PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 25 13  
PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Procedures for consideration of product substitutions.

1.02 SUBMITTALS

- A. Submit a Substitution Request form for each product substitution request, certifying the following.
1. Proposed substitution does not affect dimensions shown on Drawings.
  2. Proposed substitution will have no adverse effect on other trades, construction schedule, or specified warranty requirements.
  3. Maintenance and service parts will be locally available for proposed substitution.
  4. Function, appearance, and quality of proposed substitution are equivalent or superior to specified item.
- B. On Substitution Request Form, state proposed change in Contract Sum, if any, should proposed substitution be accepted.
- C. Append to Substitution Request Form manufacturer's literature or other data in sufficient detail to permit judgment of equivalency by Engineer.
- D. Requests submitted with inadequate documentation will be rejected.

1.03 QUALITY ASSURANCE

- A. Inclusion of non-specified products, equipment, or methods on Shop Drawings or in other submittals without official written notice is an unacceptable method of introducing substitution requests and will be rejected.
- B. Substitutions included in the Work, but not properly accepted and authorized, will be considered defective.

- C. Contract is based on standards of quality established in Contract Documents. It is responsibility of entity requesting the substitution to research and document equivalency.
- D. The following do not require substitution approval:
  - 1. Products specified solely by reference to standard specifications, such as ASTM and similar standards.
- E. Where the phrase "or equal" or "or approved equal" occurs in Contract Documents, do not assume that substituted materials, equipment, or methods will be accepted as equal unless item has been specifically so accepted for this Work by Engineer.

#### 1.04 SUBSTITUTION PROCEDURES

- A. Substitution Procedures during Bidding Phase: If provisions of Document 00 11 16 "Invitation to Bid and Instructions to Bidders," allow substitutions during the bidding phase, the following requirements shall be met:
  - 1. Provide Substitution Request Form for each proposed substitution a minimum of 10 days prior to bid due date.
  - 2. Consideration will be given only to requests for substitutions by prime bidders.
  - 3. Bidders will be notified of accepted substitute products by written Addendum.
  - 4. Substitutions proposed with the Bid will not be considered if substitutions were not previously accepted or were not previously submitted for acceptance review.
- B. Substitution Procedures during Construction Phase:
  - 1. Requests for substitution during construction will be considered only if needed to replace unavailable products or to remedy a situation where a specified product is proven to be unsuitable.
  - 2. Provide a Substitution Request for each proposed substitution far enough in advance of when product will be needed for the Work to permit adequate time for review by Engineer and Owner.
  - 3. Notification of acceptance or non-acceptance will be made in writing.
- C. Decision of Engineer and Owner regarding substitution acceptability will be final.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 26 00  
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Procedures for modifying the Work, Contract Sum, Contract Time, or any combination thereof.
2. Administrative requirements for processing Supplemental Instructions, Request for Proposal, Change Order, and Construction Change Directive.

B. Related Requirements:

1. Document 00 72 13 – General Conditions: Provisions for changes in the Work, Contract Sum, and Contract Time.
2. Document 00 91 13 – Addenda: Modifications made prior to execution of Contract.

1.02 QUALITY ASSURANCE

- A. Provide measures necessary to familiarize staff and employees with these modification procedures.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Maintain a "Log of Contract Modifications" at job site, accurately reflecting current status of modification documents. Include entries for Supplemental Instructions, Requests for Proposal, Change Orders, and Construction Change Directives.
- B. Make the Log available to Engineer for review at his request.

1.04 SUPPLEMENTAL INSTRUCTIONS

- A. A Supplemental Instruction orders a minor change in the Work not involving adjustment in Contract Sum or change in Contract Time and not inconsistent with intent of Contract Documents.

- B. Supplemental Instructions are written orders that will be dated and will be numbered in sequence.
- C. A Supplemental Instruction will describe ordered change and will be initiated and signed by Engineer.
- D. A Supplemental Instruction is an authorization to proceed with the change.
- E. Promptly carry out the minor change ordered in Supplemental Instruction. Implementation of change in Work indicates agreement by Contractor that there will be no change in Contract Time or Contract Sum.
- F. Promptly notify Engineer in writing in order to make a claim for additional cost or additional time resulting from a Supplemental Instruction.
  - 1. Alert pertinent personnel and subcontractors as to impending change and, to maximum extent possible, avoid such work as would increase Owner's cost for making the change, advising Engineer in writing when such avoidance is no longer practicable.
  - 2. State proposed change in Contract Sum, if any, and state proposed change in Contract Time, if any.
  - 3. Clearly describe other changes in Work required by the proposed change or desirable therewith, if any.
  - 4. Include full backup data such as subcontractor's letter of proposal or similar information.
  - 5. Submit claim in single copy.
  - 6. Claim will be resolved in accordance with Article 4.4 of General Conditions.

#### 1.05 REQUEST FOR PROPOSAL

- A. A Request for Proposal is a written notice advising of a change in the Work or a change in Contract Time desired by Owner.
- B. Requests for Proposal will be dated and will be numbered in sequence.

- C. Request for Proposal will describe desired change and will be initiated and signed by Engineer.
  - 1. Request for Proposal is not an authorization to proceed with the change.
- D. Promptly respond to Request for Proposal with a written Change Proposal.
- E. State proposed change in Contract Sum, if any, and state proposed change in Contract Time, if any.
- F. Clearly describe other changes in the Work required by proposed change or desirable therewith, if any.
- G. Include full backup data such as subcontractor's letter of proposal or similar information.
- H. Submit 2 copies of Change Proposal.
- I. Meet with Engineer as required, to explain costs and, when appropriate, determine other acceptable ways to achieve desired objective.
- J. Alert pertinent personnel and subcontractors as to impending change and, to maximum extent possible, avoid such work as would increase Owner's cost for making the change, advising Engineer in writing when such avoidance is no longer practicable.
- K. A Change Order will be issued when cost or credit for change has been agreed upon by Contractor and Owner.

#### 1.06 CHANGE ORDER

- A. A Change Order is a written instrument that indicates that Owner, Contractor, and Engineer have agreed upon all of the following: a change in the Work; amount of adjustment in Contract Sum, if any; and amount of adjustment in Contract Time, if any.
- B. Change Orders will be dated and will be numbered in sequence.

- C. Change Order will describe change(s) to Contract Documents and will refer to Request(s) for Proposal involved, if any.
- D. Engineer will issue 3 originals of each Change Order, signed by Engineer and Owner.
- E. Promptly sign all 3 originals and return 2 originals to Engineer.
- F. Engineer will forward 1 signed original to Owner.
- G. Promptly carry out change directed by Change Order.

#### 1.07 CONSTRUCTION CHANGE DIRECTIVE

- A. A Construction Change Directive is a written order that authorizes a change in Work and states a proposed basis for adjustment, if any, in Contract Sum or Contract Time, or both.
- B. Construction Change Directives will be dated and will be numbered in sequence.
- C. Construction Change Directives will be initiated by Engineer and will be signed by Engineer and Owner.
- D. Upon receipt of Construction Change Directive, promptly proceed with ordered change in Work and notify Engineer whether proposed adjustment in Contract Sum or Contract Time, or both, is agreed upon.
- E. Sign Construction Change Directive if proposed adjustment in Contract Sum or Contract Time, or both, is agreed upon. Record Construction Change Directive as a Change Order.
- F. If proposed adjustment in Contract Sum or Contract Time, or both, is not agreed upon, meet with Engineer as required to explain costs and, when appropriate, determine other acceptable ways to achieve desired objective. Adjustment in Contract Sum or Contract Time will be resolved in accordance with provisions of Article 7.3 of General Conditions.



## 1.08 CHANGES INITIATED BY CONTRACTOR

- A. If a discrepancy among Contract Documents, a concealed condition as described in Article 3.7.4 of General Conditions, or other cause for suggesting a change in the Work, a change in Contract Sum, or a change in Contract Time is discovered, notify Engineer promptly in writing.
- B. Upon agreement by Engineer that there is reasonable cause to consider Contractor's proposed change, Engineer will issue a Supplemental Instruction, Request for Proposal, Construction Change Directive, or Change Order.

## PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 29 73  
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Procedural and submittal requirements for allocating values to each of the various parts of the Work, for use in evaluating Contractor's Payment Requests.

1.02 SUBMITTALS

- A. Submit Schedule of Values to Owner and Engineer at least 14 days prior to submitting first payment request.
- B. Upon request by Owner or Engineer, submit data that will substantiate magnitude of values.
- C. Submit a Schedule of Values itemized as indicated in Bid Form or itemized in more detail.
- D. Provide a Schedule of Values listing of costs whose sum equals Contract Sum.
- E. Schedule of values can be submitted electronically in electronic pdf.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 31 19  
PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Conferences and regular meetings conducted by Engineer throughout duration of project to enable orderly review of the Work progress and to provide for systematic discussion of problems and job schedule.
2. Subcontractors and material supplier issues and discussions relative thereto are normally not part of content of project meetings.

1.02 SUBMITTALS

- A. At least 24 hours in advance of each meeting or conference, submit a list of items to be added to meeting agenda.

1.03 QUALITY ASSURANCE

- A. For those persons designated to attend and participate in project meetings or conferences, provide required authority to commit entity represented by each attendee to solutions agreed upon in project meetings.
- B. Engineer will compile minutes of each meeting and conference and will furnish 1 copy to all attendees.
- C. Review Meeting Minutes and Conference Minutes and notify Engineer in writing, within 5 days of receipt of Minutes, if you disagree with any written item.

PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.01 GENERAL

#### A. Attendance:

1. Attendance by Contractor's project manager/superintendent is required, to maximum extent possible.
2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of Work is involved.

#### B. Meetings and conferences will be held at job site.

#### C. Minimum Project Meeting Agenda:

1. Review progress of the Work since last meeting.
2. Review Construction Schedule for remainder of the Work.
3. Identify problems which impede planned progress, such as significant work, down time due to inclement weather, worker absenteeism, out-of-scope work items, or unforeseen conditions.
4. Develop corrective measures and procedures to revise planned schedule, if a revised completion date is considered mandatory by Owner.
5. Review status of submittals, contract modifications, and payment requests.
6. Review impact of Work on Owner operations, and review alternative procedures if requested by Owner.
7. Complete other current business.

#### D. Additional Agenda for Pre-Construction Conference:

1. Establish channels and procedures for communication.
2. Distribute Contract Documents, including Drawings, Specifications, and modifications.
3. Review rules and regulations governing performance of the Work and quality assurance requirements.

4. Review procedures for processing Shop Drawings and other submittals requiring Engineer and Owner review.
5. Review procedures for contract modifications.
6. Review provisions for safety and first aid, property protection, security, maintenance of equipment and materials, quality control, housekeeping, grounds maintenance, and related matters.
7. Review construction facilities and temporary control requirements, including availability and access for Owner and Contractor parking.
8. Establish designated work hours, including acceptable times for operating equipment.
9. Review material acquisition timetable, as well as delivery, storage, and handling requirements.
10. Review Construction Schedule, including sequence of critical work and completion date of work items at each designated work area.
11. Review Schedule of Values.

### 3.02 SCHEDULE

- A. Pre-Construction Conference will be held prior to actual start of Work and will be scheduled by Owner.
- B. Project meetings will be held approximately every 2 weeks throughout duration of Project, unless otherwise indicated by Owner or Engineer.
- C. Coordinate as necessary to establish mutually acceptable schedule for meetings and conferences.

END OF SECTION

SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for processing of submittals required by Contract Documents.
2. Submittals that are not required by Contract Documents will not be reviewed by Engineer.
3. Engineer will not review drawings, setting diagrams, and similar information needed to coordinate Work between Contractor and his Subcontractors.

B. Related Sections:

1. Document 00 72 13 – General Conditions
2. Section 01 25 13 – Product Substitution Procedures.
3. Section 01 70 00 – Closeout Procedures.
4. Individual and/or additional requirements for submittals may be described in pertinent Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Prior to forwarding each submittal, carefully review and coordinate all aspects of each item being submitted.
- B. Verify that each item and its submittal conform in all respects with specified requirements.
- C. By affixing Contractor's signature to each submittal, certify that his coordination and review have been performed.
- D. Maintain Submittal Log for duration of Work, showing status of each submittal. Make updated Submittal Log available for Engineer's review upon request and at each progress meeting.

### 1.03 SUBMITTALS

- A. Make submittals of Shop Drawings, samples, product data, and other items in accordance with provisions of this Section.
- B. All submittals shall be provided in electronic pdf, except color charts and material samples shall be physically submitted. When submittals are transferred in electronic pdf, submit 1 copy of each submittal.
- C. If physical submittals are required, provide a minimum 4 of the following:
  - 1. Color charts and samples.
  - 2. Material samples used for selecting material colors, or materials.
- D. Submit Safety Data Sheets (SDS) for all materials and products used for the Work, as well as those materials and products stored on site, directly or indirectly as part of the Work.
- E. All submittals will be returned in electronic format, unless Engineer determines that hard copies will be required.
- F. Comply with the following requirements for submittals:
  - 1. Clearly mark each submittal with the specification section and paragraph number at the upper right corner of each page. If the submittal pertains to a product shown on Drawings, clearly mark the sheet number and detail or section number at the upper right hand corner of each page.
  - 2. Submit all submittals for each specification section in a well-organized package and in complete form. Partial submittals for each specification section will be rejected unless otherwise approved in writing by Engineer.
  - 3. Include a cover sheet for each submittal indicating that the Contractor has reviewed the submittals and that the submitted product complies with requirements of Contract Documents.

## PART 2 PRODUCTS

### 2.01 CONSTRUCTION SCHEDULE

- A. Submit Construction Schedule at or prior to Pre-Construction Conference.

- B. Submit updated Construction Schedule at or prior to each Project Meeting.
- C. Schedule format: Bar chart type schedule, showing start and completion dates for each significant phase of Work.

## 2.02 SHOP DRAWINGS

- A. Submit shop drawings for fabricated components of Work where indicated in Specifications.

## 2.03 PRODUCT DATA

- A. Where submitted manufacturer's literature includes data not pertinent to required submittal, clearly show which portions of contents are being submitted for review.
- B. Ensure submitted product data is current at the time of submittal.

## 2.04 SAMPLES

- A. Provide sample(s) identical to article proposed to be provided.
- B. Where specified product naturally exhibits a range of colors or textures, provide a sample that accurately represents anticipated variations.
- C. By pre-arrangement in selected cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by Engineer.

## 2.05 COLORS AND PATTERNS

- A. Unless precise color and pattern are identified in Contract Documents and whenever a choice of color or pattern is available in specified products, submit accurate color and pattern charts to Owner and Engineer for selection.

# PART 3 EXECUTION

## 3.01 PREPARATION

- A. Prepare an organized package of submittals for the entire Project. Unless otherwise approved in writing by Engineer, submit all required submittals for each Section of



these Specifications in 1 package. Partial submittals will not be reviewed by Engineer.

- B. Consecutively number all submittals.
- C. On at least first page of each submittal, and elsewhere as required for positive identification, show submittal number and applicable Specification section.
- D. Accompany each submittal with a letter of transmittal showing information required for identification and checking.
- E. Resubmittals:
  - 1. Transmit resubmittals under a new letter of transmittal and with a new submittal number.
  - 2. Cite original submittal number for reference.

### 3.02 SCHEDULE

- A. Unless otherwise indicated in Specifications, provide submittals far enough in advance of scheduled dates for installation to allow adequate time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. Allow at least 10 working days for Engineer's review following Engineer's receipt of submittal.
- C. Submittal review by Engineer does not relieve Contractor from responsibility for errors which may exist in submitted data.
- D. Review of proposed substitutions does not relieve Contractor from responsibility for proving compliance with these Contract Documents.
- E. Revisions:
  - 1. Make submittal revisions required by Engineer.
  - 2. Notify Engineer if any required revision is interpreted by Contractor to be a change to Contract Documents.

3. Make only those revisions directed or accepted by Engineer.
4. Resubmit revised submittals until accepted by Engineer.

END OF SECTION

SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Pre- and post-construction reviews.
2. Temporary utilities, facilities, and controls needed for the Work including, but not limited to: temporary utilities such as heat, water, electricity, and telephone; field office; sanitary facilities; enclosures such as tarpaulins, barricades, and canopies; temporary fencing of construction site; cleaning requirements; and project sign.

1.02 SUBMITTALS

A. Submit in accordance with provisions of Section 01 33 00 – Submittal Procedure.

B. Pre-Construction Condition Survey:

1. Submit written documentation of pre-construction condition survey prior to initiation of Work. Include information adequate to locate property item(s) exhibiting pre-existing damage.
2. Submit photographs or video of pre-existing damaged building property with and correlated to written condition survey.

C. Roofing System Review: After completion of Work, submit a letter from existing roofing system manufacturer indicating that its representative has reviewed existing roof surfaces and existing roofing system warranty has not been affected by Contractor's activities.

1.03 QUALITY ASSURANCE

A. Comply with federal, state, and local regulations, codes, and ordinances.

B. Conduct periodic inspections to ensure that construction facilities and temporary controls conform to pertinent requirements.

- C. Do not allow accumulation of waste, debris, construction water, rubbish, etc., that can create hazardous conditions.

#### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

#### 1.05 PROJECT/SITE CONDITIONS

##### A. Fire Protection:

1. Regulations: Comply with pertinent codes and regulations.
2. Fires: Do not permit lighting of fires about premises. Use due diligence to see that such prohibition is enforced. Promptly remove debris and waste materials from construction site to prevent accumulation of combustibles on site or within building.
3. Smoking: Restrict smoking to field offices and designated break areas. Furnish and post "NO SMOKING" signs at appropriate locations throughout job site where operations are conducted.
4. Welding and Cutting: Take precautionary measures to prevent fire during welding and cutting operations.
5. Heater: Properly install heaters in field office to protect combustible walls, floor, and roof. Do not use salamander heaters or other types of open flame heaters except with special permission of Owner and then only when such salamanders or open flame heaters are maintained under constant supervision.
6. Flammables: Store gasoline and other fuels in National Board of Fire Underwriters' approved safety cans and store away from hazardous work areas.

##### B. Limit of Contractor's Operations:

1. Work Areas: Confine work areas to limits of construction site. General schedule of operations and use of job site shall be subject to approval of Engineer and Owner.
2. Building Access: Uncontrolled or unrestricted access for materials, debris, or equipment will not be permitted. Control access routes and methods so as to

minimize disruption of Owner's operations. Access routes shall be subject to approval by Engineer and Owner. Properly protect doors, windows, stairs, and floors used in moving materials to prevent damage thereto.

3. Use of Elevators: Use of elevators for construction related materials will not be permitted.

C. Occupant Relations:

1. The building will be occupied throughout the duration of the Work. Means and methods shall consider the above.
2. To the greatest extent possible, work through the Office of the Building Manager to ensure amicable resident relations. Appoint the Project Manager or full-time field foreman to be the designated "contact" for the project.
3. Organize and execute the Work so as to cause as little inconvenience to occupants of the building as possible. Control employees as to ensure proper deportment and respect to occupants.
4. Issue a weekly operations schedule to the Building Manager, indicating which "drops" or building areas will be affected each week. Issue schedule each Friday morning, covering the coming week.
5. Transportation of materials to the roof should be through the exterior of the building. Use of elevators will only be allowed for transporting set up equipment and personnel.
6. Access Work from swingstage scaffolds or other external scaffolding. Access will not be permitted into unit interiors unless specifically required to complete the Work and only as authorized in advance by the Building Manager.

D. Pre-Construction Condition Survey:

1. Prior to initiation of Work, survey condition of building and document pre-existing damage such as broken or scratched windows, torn or missing window screens, scraped window or door frames, broken or damaged railings, damaged sidewalks, damaged fencing, damaged wood decks, damaged roofing, architectural building components, etc.

2. Document condition of grass, trees, shrubs, and other landscaping artifacts for pre-existing damage.

E. Required documentation is both written and photographic.

## PART 2 PRODUCTS

### 2.01 UTILITIES

#### A. Electric Power:

1. Provide temporary wiring as required for execution of Work. Provide ground fault interruption devices and similar protection measures, as required by authorities having jurisdiction.
2. Existing electrical outlets may be used if approved in advance by Owner.
3. Provide additional power or wiring as required for the Work.

B. Water: Provide hoses from existing sillcocks, approved in advance by Owner, to point-of-use.

### 2.02 FIELD OFFICE

A. If required for proper Contractor operations, provide a field office building adequate in size and accommodation for Contractor's offices, supply, and storage.

B. Provide temporary toilet facilities in quantity required for use by all personnel and at locations acceptable to Owner. Maintain facilities in a sanitary condition at all times.

C. First-Aid Supplies: Provide medical supplies and equipment at job site for first-aid service to persons injured in connection with the Work.

### 2.03 ENCLOSURES

A. Provide and maintain for duration of the Work all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

- B. Maintain open or relocate public sidewalks in a condition accessible to foot traffic.
- C. Provide protective canopies or other appropriate means over entrance ways, and elsewhere as required by authorities having jurisdiction, when work is occurring overhead or adjacent to those areas. Provide overhead protection in compliance with applicable codes and ordinances with respect to installation and maintenance of sidewalk protection and public safety.
- D. Maintain means of egress required by governing building codes for continual use of adjacent buildings.
- E. Construction Warning Signs: Provide and maintain suitable signs to warn public and building occupants of Work in progress.
- F. Temporary fencing is not required for this Work.

#### 2.04 HOISTS, SCAFFOLDS, AND LADDERS

- A. Hoists: Furnish, erect, operate, and maintain suitable hoisting equipment as may be necessary for safe handling of material entering into work area. Construct and maintain material hoists in accordance with applicable federal and state laws and regulations and local ordinances. Hoist locations are subject to approval by Engineer and Owner.
- B. Scaffolds and Ladders: Furnish, erect, maintain, and move scaffolds and ladders required for the Work. Construct and maintain scaffolds in accordance with applicable state and federal laws and local ordinances.

#### 2.05 CLEANING MATERIALS

- A. Limit materials and equipment to those which are compatible with surfaces being cleaned.
- B. Limit materials and equipment to those which are approved by manufacturer of material to be cleaned.
- C. Verify compatibility of cleaning materials at a small area prior to widespread use.

## 2.06 TEMPORARY CONSTRUCTION FACILITIES

### A. Temporary Storage Facility and Staging Area:

1. Owner will allocate limited space on property for storage of materials and equipment.
2. Locate construction personnel vehicles, debris receptacles, construction equipment, material storage, and temporary facilities within permitted boundaries.
3. Do not store materials within drip line of trees.

### B. Dust, Debris, Water, Odor, and Noise Control:

1. Take necessary precautions to prevent dust, dirt, construction-related water, sand particles, etc., from entering building interior or from accumulating around parking and sidewalk areas.
2. Take necessary precautions to prevent offensive odors related to sealers, paints, coatings, and other construction materials from entering building interior.
3. Perform noisy work operations during hours approved in advance by Owner.

## 2.07 PROJECT SIGNS

### A. Project signs or other advertising are not permitted on job site.

## PART 3 EXECUTION

### 3.01 GENERAL

- A. Maintain temporary facilities and controls as long as necessary for safe and proper completion of the Work.
- B. Maintain drains and sewers clean and free of construction debris during all phases of Work.
- C. Remove temporary facilities and controls as rapidly as progress of the Work will safely permit.
- D. Overhead Electrical and Communication Lines



1. If needed for performing the Work, arrange for temporary relocation or shut-off of electrical and communication lines in the alley on the east side of the building as required for safe erection and operation of scaffolds.

### 3.02 CLEANING

- A. Remove demolition material, debris, construction water, and related rubbish on a daily basis.
- B. Legally dispose of waste, debris, and rubbish at dump areas off Owner's property.
- C. Properly dissipate construction water so that water does not accumulate or pond on sidewalks or landscaped areas adjacent to or on property.
- D. Maintain paved areas, sidewalk, and parking level surfaces in a broom-clean condition during the Work. Maintain grass and landscaped areas in a rake-clean condition during the Work.
- E. Do not allow items to be dropped or thrown from work areas above grade.
- F. Schedule cleaning operations so that newly placed work is not damaged.
- G. Remove and clean material spills as the Work progresses.

### 3.03 PROTECTION

- A. Site Security: Provide daily inspection of building and site while the Work is in progress and take whatever measures are necessary to secure building from theft, vandalism, and unlawful entry related to Contractor's activities on site.
- B. Provide protection barricades, etc., required by federal, state, county, or municipal laws and ordinances; maintain all lights, signals, and protection of all kinds for full period of operations; and remove same when directed.
- C. Protect building components, landscaping, roofing system, walks, drives, parking areas, vehicles, automatic sprinkler lines, utilities, and property, etc., adjacent to Work areas from damage. Remediate damage to above items as Work progresses in a manner satisfactory to Owner and at no cost to Owner.

- D. Protect existing roofing system and its components against damage in a manner acceptable to roofing system manufacturer. Obtain roofing system manufacturer's approval of procedures for protecting existing roofing system during construction. At a minimum, place 1-inch thick rigid insulation and plywood beneath all materials and equipment.

END OF SECTION

SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Protection of products and equipment scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
2. Additional procedures may be prescribed in other Sections of these Specifications.

1.02 SUBMITTALS

- A. Along with required product data sheets, include Safety Data Sheets (SDS) for all products and materials used during Work at the site.

1.03 QUALITY ASSURANCE

- A. Use procedures required to assure full protection of work and materials.
- B. Except as otherwise approved by Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.04 DELIVERY, STORAGE AND HANDLING

A. Acceptance at Site:

1. Deliver products and equipment to job site in their manufacturer's original container, with labels intact and legible.
2. Verify date of manufacture on all products used for completing the Work. Verify expiration dates for product shelf life prior to using material for the Work.

B. Storage and Protection:

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. Promptly remove damaged material and unsuitable items from job site and promptly replace with material meeting specified requirements, at no additional cost to Owner.
3. Engineer may reject as non-complying such material, products, and equipment that do not bear identification satisfactory to Engineer as to manufacturer, grade, quality, shelf life, expiration date, and/or other pertinent information.
4. Maintain finished surfaces clean, unmarked, and suitably protected until accepted by Owner.

C. Repairs:

1. In event of damage, promptly make replacements and repairs to approval of Owner and at no additional cost to Owner.
2. Additional time required to secure replacements and to make repairs will not be considered by Owner to justify an extension in Contract Time.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 70 00  
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Administrative procedures, closeout submittals, and forms to be used at substantial completion and at final completion of the Work.

B. Related Sections:

1. Document 00 72 13 – General Conditions: Cleaning Up, Documents, and Samples at Site.
2. Section 01 50 00 – Construction Facilities and Temporary Controls: Cleaning.

1.02 SUBMITTALS

A. Closeout submittals include, but are not necessarily limited to:

1. Operation and maintenance data for items so listed in pertinent Sections of these Specifications and for other items where so directed by Engineer.
2. Warranties and bonds.
3. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to, Certificates of Inspection.
4. Certificates of Insurance for products and completed operations.
5. Evidence of payment and release of liens on a form acceptable to the Owner.
6. List of subcontractors, service organizations, and principal vendors including names, addresses, and telephone numbers where they can be reached.
7. Consent of surety where Performance and Payment Bonds have been required for the Work.

B. Project Record Documents:

1. Throughout progress of the Work, maintain a complete and accurate record of Contract Document changes.

2. Make a complete and accurate record of the Work as actually installed. Neatly mark on a set of drawings and specifications with appropriate supplementary notes.
3. Throughout progress of the Work, maintain a set of manufacturers' literature for products used in the Work. Specifically identify products used in manufacturers' literature.
4. Purpose of final Project Record Documents is to provide factual information regarding all aspects of the Work.

### 1.03 QUALITY ASSURANCE

#### A. Substantial Completion:

1. When the Work is sufficiently complete in accordance with Contract Documents so Owner can occupy or utilize the Work for its intended purpose, prepare and submit to Engineer a comprehensive list of items to be completed or corrected.
2. Proceed promptly to complete and correct items on the list.
3. Upon receipt of the list, Engineer will perform a review to verify status of project completion. Provide Engineer with access to the Work as required to perform this review.
4. If Engineer discovers any item, whether or not included on Contractor's list, which is not in accordance with the requirements of Contract Documents, complete or correct such item upon notification by Engineer. Then, submit a request to Engineer for another review.
5. When the Work is substantially complete, Engineer will issue a Certificate of Substantial Completion.

#### B. Final Completion:

1. When the Work is completed (including corrections), certify to Engineer that the Work has been reviewed for compliance with Contract Documents and has been completed in accordance therewith.

2. Upon receipt of Contractor's certification, Engineer will perform a final review. Provide Engineer and Owner with access to the Work as required to perform this review.
3. When Engineer has determined that the Work is acceptable under Contract Documents, provide closeout submittals.
4. Once Engineer has certified final pay application and accepted closeout submittals, and Owner has made final payment, the Work has reached Final Completion.

#### 1.04 WARRANTIES

- A. Submit copies of required warranties on Contractor's letterhead covering all work items and using language specified in respective Sections of these Specifications.
- B. Provide warranties signed by Contractor, Installer if other than Contractor, and material manufacturer, if applicable.
- C. Organize warranties by appropriate division of Work and insert into 3-ring binders.

#### PART 2 PRODUCTS

NOT USED

#### PART 3 EXECUTION

##### 3.01 ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Engineer, showing all adjustments to Contract Sum.
- B. If so required, Engineer will prepare a final Change Order showing adjustments to Contract Sum which were not made previously by Change Orders.
- C. Final payment may be withheld if warranties and other closeout submittals do not comply with requirements of Contract Documents.

### 3.02 FINAL CLEANING

- A. In preparation for final inspection, ensure that all areas have been cleaned and debris, rubbish, construction water, etc., have been removed.
- B. Repair, patch, or touch up any marred surfaces to match finish and quality of adjacent undamaged areas, in a manner satisfactory to Owner.
- C. Leave paved areas, sidewalk, and parking level surfaces in a broom-clean condition.
- D. Leave grass and landscaped areas in a rake-clean condition.
- E. Remove material spills from windows, parking level and sidewalk surfaces, architectural finishes, etc.

END OF SECTION



SECTION 02 41 19  
SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Carefully demolish and remove from site existing construction materials designated for removal and replacement including, but not necessarily limited to:
  - a. Deteriorated concrete where designated by Engineer.
  - b. Deteriorated sealant and backing materials.

B. Related Sections:

1. Section 03 01 05 – Concrete Rehabilitation
2. Section 07 92 00 – Joint Sealants

C. Payment Procedures: Selective demolition shall be incidental to repairs.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of work of this Section.

1.03 PROJECT CONDITIONS

- A. Where removal of materials exposes back-up construction, provide temporary means of preventing dust from penetrating through the back-up construction and into the building.
- B. Coordinate closing any air intake equipment in the vicinity of demolition work.

PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of Work. Do not proceed until unsatisfactory conditions are corrected.

### 3.02 DEMOLITION

- A. By careful study of Contract Documents and documents related to existing construction, determine location and extent of selective demolition to be performed.
- B. In company of Engineer, verify extent and location of selective demolition required.
  - 1. Carefully identify limits of selective demolition.
  - 2. Mark interface surfaces as required to enable workmen to identify items to be removed and items to be left in place intact.
- C. Prepare and follow an organized and controlled plan for demolition and removal of items. Protect construction adjacent to and below demolition from damage.
  - 1. Shut off, cap, and otherwise protect existing public and private utility lines in accordance with requirements of public agency or utility having jurisdiction.
  - 2. Completely remove items scheduled to be demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere in these Specifications.
  - 3. Where required selective demolition would leave adjacent construction without adequate support, provide temporary bracing or shores as required to safely support construction to remain, without causing distress to remaining and new construction.
  - 4. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.

- D. Demolished materials shall be considered to be property of Contractor and shall be completely removed from site and legally disposed of except for components designated for reuse.
- E. Use means necessary to prevent dust and noise from becoming a nuisance to public, to occupants of building and adjacent structures, and to other work being performed on or near site.

### 3.03 REPLACEMENTS AND PROTECTION

- A. In event of demolition or damage of items not scheduled to be demolished, promptly repair or replace such items to approval of Owner and at no additional cost to Owner.
- B. Where demolition has temporarily exposed interior areas, utilities, or other portions or furnishings of structures, provide temporary bracing, weather protection, and/or other measures to protect exposed areas until they are enclosed and protected by new construction.

END OF SECTION

SECTION 03 01 05  
CONCRETE REHABILITATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Repair delaminated, spalled, disintegrated, and otherwise unsound concrete along parapet walls where designated by Engineer.
- B. Related Sections:
  - 1. Section 02 41 19 – Selective Demolition
  - 2. Section 07 92 00 – Joint Sealants
- C. Concrete Patch Repair Placement Method: Form-and-Pour
- D. Measurement and Payment Procedures:
  - 1. Documentation of Quantities: Document repair quantities upon completion of preparation of repair cavities and before erection of formwork in accordance with Section 01 11 00 – Summary of Work.
  - 2. Concrete Patch Repairs will be paid for on a unit price basis. Unit of measurement shall be square feet. Minimum quantity for each location shall be 1 square foot. Round measurement to nearest square foot.
- E. Incidentals: The following items shall be considered incidental to concrete repair costs:
  - 1. Formwork, including provisions for architectural features.
  - 2. Supplemental reinforcement as shown on Drawings and as directed by Engineer (assume 4 linear feet per square foot of repair area).
  - 3. Miscellaneous work required to perform concrete repairs.

1.02 REFERENCES

- A. American Concrete Institute (ACI), latest edition at time of bidding:

1. ACI 117: Standard Specifications for Tolerances for Concrete Construction and Materials
  2. ACI 301: Specifications for Structural Concrete for Buildings
  3. ACI 305.1: Specification for Hot Weather Concreting
  4. ACI 306.1: Standard Specifications for Cold Weather Concreting
  5. ACI 347R: Guide to Formwork for Concrete
  6. ACI 546R: Concrete Repair Guide
- B. American Society for Testing and Materials (ASTM), current edition at time of bidding:
1. ASTM A615: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
  2. ASTM A775: Standard Specification for Epoxy-Coated Steel Reinforcing Bars
  3. ASTM C31: Standard Practice for Making and Curing Concrete Test Specimens in the Field
  4. ASTM C39: Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
  5. ASTM F593: Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
- C. International Concrete Repair Institute (ICRI), latest edition at time of bidding:
1. Concrete Repair Manual
  2. ICRI Technical Guideline No. 310.2R: Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair

### 1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 00 – Submittal Procedures.
- B. Submit warranty as required by Article 1.05 of this Section.

- C. Product Data: Submit manufacturer's specifications and installation instructions for each proprietary material used.
- D. Statement of Manufacturer's Review: Provide written statement from manufacturers of each proprietary repair material used attesting that their products comply with specification requirements, are proper and adequate for this application, and are compatible with adjacent systems and materials.

#### 1.04 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of Work of this Section.
- B. Sounding of Repairs: Comply with provisions of Paragraph 3.07 of this Section.
- C. Mock-Ups:
  - 1. Prior to starting repairs, mark repair areas for each type of repair specified in this Section for confirmation by Engineer.
  - 2. Perform concrete removal and surface preparation work at one area for each type of repair, to serve as mock-up for typical repair configurations and installation methods. Preparation work shall be approved by repair materials manufacturer's representative prior to repair installation.
  - 3. Engineer and repair materials manufacturer's representative shall be present during installation of mock-up repair material. Manufacturer's representative shall review and approve method of achieving required surface finish.
  - 4. Mock-up procedures shall be approved prior to independent execution of repairs by Contractor.
  - 5. For exposed aggregate concrete mock-up, provide a range of repair concrete integral colors and surface textures. It is anticipated that several mock-ups will be required to achieve colors and surface textures that closely match existing adjacent concrete.
  - 6. Mock-ups shall remain undisturbed and shall establish the acceptable level of quality and finish.

- D. Record quantity and location of each repair area on record sheets provided by Engineer. Submit recorded quantities and locations to Engineer within one week of completion of rough concrete removal and saw-cutting of repair perimeter and prior to erection of formwork or placement of repair material.

#### 1.05 SPECIAL WARRANTY

- A. Provide 3-year written warranty signed by Contractor agreeing to repair or replace concrete repairs that show evidence of cracking, delamination, spalling, or corrosion.
- B. Upon notification of such defects, make necessary repairs or replacement, including necessary repairs to affected waterproofing membrane system and coating, at no cost to Owner and at convenience of Owner. Repair work shall be in accordance with the requirements of these Contract Documents.

### PART 2 PRODUCTS

#### 2.01 FORMWORK

##### A. Formwork Design:

1. Design formwork and anchorage to sustain construction and wind loads and maintain concrete lines. Design forms for easy removal. Provide rigid forms to prevent leakage of mortar. Provide forms with surfaces that are smooth and free from debris or foreign materials.
2. Design and install form ties to prevent sagging of formwork.

##### B. Form Materials:

1. Forms shall be constructed of minimum new 5/8-inch or 3/4-inch, 5-ply structural plywood of concrete form grade with a medium density overlay (MDO).
2. Form materials may be re-used during progress of Work provided they are completely cleaned and reconditioned. Re-use only those materials that are free of damage such as splits, frayed edges, delamination, etc. Do not use patched forms for surfaces that are exposed to public view.

C. Form Release Agent:

1. Two coats of shellac or polyurethane varnish on surfaces to receive concrete.
2. A non-staining form release agent that does not affect bond of specified coatings to be subsequently applied to concrete surfaces, and approved in writing by coating and waterproofing manufacturer, may be used in lieu of coating form surfaces with shellac or varnish. Confirmation of coating and waterproofing membrane compatibility must be made by a trial application of the specified coating.

D. Form Ties:

1. Epoxy-, plastic-, or vinyl-coated, stainless steel or other non-corrosive material.
2. Form ties that will be remaining in concrete shall not leave holes larger than 1-inch diameter in concrete surface. Unless shown otherwise, provide ties so that portion remaining within concrete after removal of exterior parts is at least 1 inch from outer concrete surface.
3. Devices used to anchor formwork that will remain embedded in the concrete shall be stainless steel.

## 2.02 CONCRETE REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed, epoxy-coated per ASTM A775.

B. Supplemental Reinforcement (Anchors, Dowels, and Reinforcing):

1. Threaded Rod: Stainless steel threaded rod in accordance with ASTM F593, Type 304. Size as shown on Drawings.
2. Adhesive: Injectable, 2-component hybrid adhesive with ICC-ES approval
  - a. Acceptable product: Hilti HIT HY 200-A adhesive anchoring system manufactured by Hilti, Inc.

C. Corrosion-Inhibiting Coating for Reinforcing Steel: One-component, zinc-rich epoxy primer



1. Acceptable product: Sikagard P 8100 AP manufactured by Sika.

D. Accessories:

1. Chairs, bolsters, bar supports, and spacers shall be made of plastic materials and shall be sized and shaped for strength and support of reinforcement during concrete placement conditions.
2. Tie Wire: 16 gauge minimum, epoxy- or vinyl-coated when used to secure existing reinforcement. 16 gauge stainless steel when used to secure stainless steel supplemental reinforcing.

## 2.03 CONCRETE REPAIR MATERIALS

A. General: Proprietary concrete shall be used for all concrete repair types.

B. Proprietary concrete for exposed aggregate patches:

1. Pre-packaged proprietary latex-modified, cementitious repair mortars.
2. Match color and type of aggregate used as close as possible to achieve a finish color and texture that closely matches adjacent areas. Provide admixtures as recommended by manufacturer to extend application and finishing times.
3. Contingent upon Engineer's acceptance of manufacturer's certifications, acceptable products include:
  - a. Custom SYSTEM 45 manufactured by Edison Coatings, Inc.

## PART 3 EXECUTION

### 3.01 UNSOUND CONCRETE REMOVAL

- A. Repair delaminated, spalled, disintegrated, or otherwise unsound areas of concrete. Identify deteriorated concrete in field by tapping concrete surfaces with a sounding rod or hammer.
- B. Mark areas requiring repair with a marking paint prior to concrete removal. Upon completion, review area and provide shoring where directed by Engineer. Install shoring prior to concrete removal.

- C. Saw cut a minimum of ½ inch deep around perimeter of delamination, spall, existing repair, or otherwise-deteriorated area. Removal area shall be regular in shape. Make entire saw cut in sound concrete. Saw cut edges on a slightly beveled plane, with base of cut slanted outward away from the center of repair. Reduce depth of saw cut where required to avoid cutting embedded reinforcement. Chip concrete at those locations to provide sharp edges.
- D. Remove concrete from within area bounded by saw cut using electric or pneumatic chipping hammers or hand tools to minimize damage to adjacent sound concrete. Concrete removal shall extend into sound concrete and extend beyond the corroded reinforcing steel. Remove concrete to minimum depth shown on drawings and at least ¾ inch behind exposed reinforcement. Additional concrete removal may be necessary for significantly corroded reinforcing steel to provide adequate splice length for supplemental steel. Remove concrete to sound concrete substrate.
- E. Exercise care to avoid damage to embedded steel reinforcement.
- F. If conditions are uncovered where steel reinforcement is within ½ inch of concrete surface, notify Engineer. Engineer will determine whether reinforcement can be removed or modified or whether a built-up repair is required.
- G. Do not remove or modify existing steel reinforcement without approval of Engineer, unless removal of steel in repair area is specified on Drawings.

### 3.02 REPAIR CAVITY PREPARATION

- A. Cleaning of Existing Reinforcement: Thoroughly clean exposed embedded reinforcement to remove corrosion products and old concrete by sandblasting. Measure diameter of cleaned reinforcement bars and compare with original bar diameter. Supplement exposed reinforcing steel that has lost more than 15% of its original diameter due to corrosion or damage from concrete removal with new

reinforcing steel. Replace steel severely damaged during concrete removal. Diameter of supplemental reinforcement shall be equivalent to the original bar diameter, unless otherwise specified by Engineer.

- B. Surface Preparation: Sandblast cavity and saw cuts to remove deleterious materials such as laitance, dirt, grease, caulk, curing compounds, and paint. Cavity substrate shall have a minimum surface amplitude of ICRI CSP 7, unless otherwise required by concrete repair material manufacturer. Blow cavity clean with oil-free compressed air to ensure that loose particles have been removed. If more than 48 hours has elapsed since repair area was sandblasted and cleaned and time when repair material is to be placed, blow repair area clean again with oil-free compressed air immediately prior to placement of repair material.
- C. Coating Exposed Reinforcement: Thoroughly coat cleaned reinforcing steel with 2 coats of corrosion-inhibitive coating. Mix coating and apply in strict accordance with manufacturer's instructions. Dry film thickness of coating shall be approximately 10 to 12 mils or as required by manufacturer, with no pin holes or holidays. Do not apply or spill coating material on concrete surface. Remove coating material on concrete surfaces by chipping followed by sandblasting.
- D. Placement of Supplemental Reinforcing Steel:
1. Protect reinforcing steel coating against abrasion and rust formation. Do not drop or drag bars. Handle coated reinforcing steel in accordance with CRSI recommendations.
  2. Place new reinforcing steel in accordance with recommendations of CRSI Manual of Standard Practice.
  3. Provide proper and adequate chairs or anchors to position reinforcing steel and welded wire fabric at proper location and elevation shown on Drawings. Wire together and securely fasten in place to prevent displacement during placing of concrete.

4. Coordinate placement of reinforcement with formwork requirements. If relocating bars to an extent that placement tolerances are violated, acceptance is required by Engineer.
5. Ensure reinforcing bars, welded wire fabric, threaded rods, dowels, and wires are free of oil, loose mill scale, rust, and other foreign matter.
6. Maintain minimum 3/4-inch concrete cover around reinforcing steel, unless noted otherwise.
7. Reinforcement lap lengths shall be as shown on the Drawings or as directed by the Engineer.

E. Adhesive Anchoring of Anchors, Dowels, and Reinforcing Bars:

1. Install in strict accordance with adhesive manufacturer's written procedures.
2. Drill hole slightly (approximately 1/16 inch or as specified by adhesive manufacturer) larger in diameter than diameter of anchor, dowel, or reinforcing bar to minimum depth specified. Depth of embedment shall be a minimum of 12 bar or rod diameters or as shown on Drawings, whichever is greater.
3. Blow out dust and debris from drilled hole with oil-free compressed air. Use supplemental means such as extension tubing, test tube cleaners, brushes, etc., to clean the hole. Hole shall be free of dust or other items detrimental to bond of adhesive and in accordance with requirements of adhesive manufacturer.
4. Mix and dispense adhesives in strict accordance with instructions of manufacturer.
5. Apply properly mixed adhesive material into drilled hole. Apply adhesive from back of hole outward using appropriate extension tubing. Insert anchor, dowel, or reinforcing bars into prepared hole. Ensure minimum embedment length is achieved and twist anchor/reinforcing bar to ensure it and the hole are fully encapsulated with adhesive material.
6. Length of bar or anchor to be embedded in adhesive shall be cleaned and prepared in accordance with adhesive manufacturer's recommendations.
7. Allow adhesive material to cure properly prior to placing concrete.

- F. Final Surface Preparation: Pre-dampen cavity surface with clean water. Cavity substrate shall be saturated surface dry with no free water at time of repair material placement.

### 3.03 FORMWORK

#### A. Fabrication:

1. Fabricate forms in accordance with recommendations of ACI 347R.
2. Fabricate forms to conform to shape, slope, lines, and dimensions of existing members, including chamfers, drip notches, and architectural features, and brace and tie together to maintain position and shape during placement of concrete. Space supports sufficiently to prevent deflection of form material.
3. Fabricate forms for easy removal without hammering or prying against concrete surfaces.
4. Provide crush plates or wrecking plates where stripping may damage concrete surfaces.
5. Fabricate formwork to allow adequate consolidation of concrete.
6. Fabricate formwork to prevent leakage of mortar at form joints.

#### B. Erection of Formwork:

1. Erect forms to be rigid and without leakage during concrete placement.
2. Establish and maintain required lines, grades, slopes, profiles, thicknesses, chamfers, drip notches, etc., to match existing concrete surfaces. Set forms to ensure placement of concrete within specified tolerances.
3. Provide sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
4. Clean forms before and after each use.
5. If previously approved by Engineer, apply form release agent in strict accordance with manufacturer's recommendations. Do not allow excess form release material to accumulate in the forms or come into contact with surfaces which will be bonded to fresh concrete.

6. Anchor formwork to existing concrete sufficiently tight to prevent material leakage.
7. Arrange and assemble formwork to permit easy dismantling and stripping and to prevent damage to concrete during formwork removal.
8. Provide shoring, bracing, or other temporary support where necessary to ensure stability and prevent overstressing by construction loads.
9. Ensure forms are free from debris or foreign materials immediately prior to placement of concrete.
10. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301.
11. Tolerances: Comply with ACI 117, Section 4.

C. Removal of Formwork:

1. Do not disturb or remove forms until concrete has hardened sufficiently such that removal is not detrimental to concrete quality. Obtain Engineer's approval prior to removing concrete forms.
2. Do not pry against finished surfaces of concrete.
3. Solidly pack any holes from anchorage hardware with repair mortar to provide a surface uniform in appearance with adjacent concrete surfaces.

3.04 MIXING, PLACEMENT, AND FINISHING (GENERAL)

- A. Mix proprietary concrete and mortar materials in accordance with the manufacturer's written instructions.
- B. Place materials continuously at each repair location. Deposit repair materials as near to final position as possible. Existing surface of sound concrete shall be saturated surface dry at time of placement.
- C. Placement shall be such to ensure complete consolidation and 100% bond to existing concrete.

- D. Place repair material in lifts as required and consolidated using pencil vibrators or other methods as required to ensure that no voids exist in repair, then leveled to final grade.
- E. Minimum ambient air and surface temperatures shall be 45 degrees F and rising at time of placement. When air temperature is above 80 degrees F or below 40 degrees F, recommendations of ACI 305.1 and 306.1, respectively, shall be followed.
- F. Finish repair surfaces to match existing adjacent surfaces.
- G. Perform supplemental grinding and minor repairing at formed repairs to provide smooth transition from repaired to non-repaired surfaces.

### 3.05 CURING

- A. Protect fresh concrete repairs from premature drying and maintain with minimal moisture loss at a relatively constant temperature for the period specified.
- B. Begin curing immediately following final finishing operations and before concrete has dried. Continue moist curing for at least 7 days in accordance with the manufacturer's written instructions.

### 3.06 BUILT-UP REPAIRS

- A. General: Built-up repairs shall not be allowed unless specifically directed by the Engineer.
- B. Description: At locations where existing concrete cover to exposed reinforcement is less than 3/4 inch, build up repairs as required to provide 3/4 inch minimum cover to reinforcement, if so directed by Engineer. Comply with procedures of Article 3.01, 3.02, 3.03, and 3.04 of this Section modified by following paragraphs.
- C. Blending Built-Up Repairs to Existing Surfaces:
  - 1. Built-up repairs shall taper to saw cut edges.

2. Minimum taper distance from reinforcement to repair perimeter in all directions shall be as follows:

<u>Existing Cover (inch)</u>	<u>Minimum Distance (inch)</u>
Zero to less than 1/4	12
1/4 to less than 1/2	6

3. Make saw cuts in sound concrete.

- D. Built-Up Repair Mock-Ups: During initiation of rehabilitation work, first repairs requiring built-up repairs shall be reviewed by Engineer for approval of minimum taper distances.

### 3.07 FIELD QUALITY CONTROL

- A. Sound repair areas with a sounding bar or hammer approximately 14 days after placement. Correct defective repairs, voids, or hollowness detected by hammer sounding by removing and replacing unbonded repair. Engineer shall be present during sounding operations.
- B. Bond strength of concrete repairs shall be greater than tensile strength of properly prepared existing concrete substrate. Owner's Testing Agency or Engineer may perform bond pull-off tests to evaluate bond strength of repairs.
- C. Repair areas with significant visual defects, such as honeycombing or bugholes, with portland cement mortar or other means specified by Engineer, to provide smooth flush surface. Replace areas which cannot be repaired to satisfaction of Engineer at no additional cost to the Owner.

END OF SECTION



## SECTION 03 01 07

### CONCRETE CRACK AND JOINT REPAIR

#### PART 1 GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. Rout and seal cracks not associated with delaminated concrete at precast concrete facade panels with an exposed aggregate finish where designated by Engineer.
2. Rout and seal cracks not associated with delaminated concrete at exterior precast concrete louvers where designated by Engineer.

##### 1.02 RELATED SECTIONS:

1. Section 02 41 19 – Selective Demolition
2. Section 03 01 05 – Concrete Rehabilitation
3. Section 07 92 00 – Joint Sealants

###### B. Measurement and Payment Procedures:

1. Payment for routing and sealing cracks in precast concrete facade panels with an exposed aggregate finish will be on a unit price basis. Unit of measurement shall be linear feet. Minimum quantity for payment shall be 1 linear foot. Round measurement to nearest linear foot.

##### 1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 00 – Submittal Procedures.
- B. Product Data: Submit manufacturer's specifications and installation instructions for each item of proprietary material used.
- C. Submit written warranty as required by Article 1.06 of this Section.
- D. Statement of Manufacturer's Review: Provide written statement from manufacturer of each proprietary repair material used attesting that their products comply with specification requirements (submit revisions to specifications if necessary), are proper and adequate for this application, and are compatible with

adjacent systems and materials. Statement shall also indicate observations made and approval of methods, joint size, and configuration of joint types utilized in the field sample.

#### 1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum of 3 years experience in applying sealants.
- B. Manufacturer's Field Service: Provide services of sealant manufacturer's technical representative at job site during preparation of field samples and mock-ups, periodically as work progresses, and as otherwise requested by Engineer to facilitate installation or application of specified products.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 60 00 – Product Requirements.

#### 1.06 PROJECT CONDITIONS

- A. Do not proceed with installation of sealant if existing joint width is less than design requirements. Obtain Engineer's approval before proceeding.
- B. Do not proceed with installation of sealants under adverse weather conditions, such as when joint to be sealed is damp, wet, or frozen, or when temperatures are below or above manufacturer's recommended limitations of installation. Consult manufacturer for specific instructions before proceeding.
- C. Proceed with work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

#### 1.07 WARRANTY

- A. Provide 5-year written warranty signed by the Contractor, agreeing to replace defective materials and workmanship for concrete crack and joint repairs. Defects include leakage through the sealed crack, debonded sealant, loss of cohesion, or other distress associated with improper application or material deficiencies.
- B. Upon notification of such defects, make necessary repairs or replacement, including necessary repairs to affected coatings, at no cost to the Owner and at the convenience of the Owner. Repair work shall be in accordance with the requirements of these Contract Documents.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Crack Repair Sealant: Type 2 Sealant in accordance with Section 07 92 00 – Joint Sealants.
- B. Joint Cleaner: Type and brand recommended by sealant manufacturer for specific joint and surface conditions.
- C. Primer and Sealer: Type and brand recommended by sealant manufacturer for specific joint and surface conditions. Unless sealant manufacturer indicates in writing that use of primer is detrimental to bond, a primer shall be used for all porous substrates.
- D. Bond Breaker: As recommended by sealant manufacturer.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of Work. Do not proceed until unsatisfactory conditions are corrected.

### 3.02 PREPARATION OF EXISTING SEALANT JOINTS

- A. Remove deteriorated and debonded caulking, sealant, and backup material previously applied over cracks using methods and materials recommended by sealant manufacturer.
- B. Provide clean, sound concrete surface prior to repairing cracks and joints.
- C. If necessary, use a grinder and slightly enlarge existing reservoir.

### 3.03 ROUTING CRACKS AND JOINTS

- A. Mark unrouted cracks and joints to provide visibility of crack during routing.
- B. Rout out full length of cracks and joints to form a 3/8-inch wide and 3/8-inch deep joint centered on crack or joint.

- C. Clean routed reservoir with oil-free compressed air and brushes to remove grinding dust. Routed surface shall be clean, sound, and square.

#### 3.04 PREPARATION

- A. Examine joints to be sealed. Joint surfaces shall be sound, smooth, clean, dry, and free of visible contaminants that might adversely affect adhesion of sealant.
- B. Do not start work until conditions are satisfactory.
- C. Remove and clean only as much material and joints as can be properly resealed in a normal working day.

#### 3.05 INSTALLATION

- A. Prime surfaces in accordance with sealant manufacturer's specifications. Priming of joint surfaces shall be required unless sealant manufacturer indicates in writing that a primer will adversely affect adhesion of sealant to substrate.
- B. Install bond breakers to prevent bond of sealant to surfaces where such bond might impair performance of sealant.
- C. Install materials in accordance with manufacturer's instructions unless otherwise directed by Engineer.
- D. Use hand guns and pressure equipment with proper nozzle size. Deposit sealant in uniform and continuous bead, avoiding gaps and air pockets.
- E. Tool sealant as recommended by manufacturer to ensure bonding, consolidation, and uniform appearance. Surface of sealant shall be flush with adjacent surfaces.
- F. Cure sealant in accordance with manufacturer's requirements.

#### 3.06 CLEANING

- A. As work progresses, remove excess materials from adjacent surfaces with cleaning material recommended by sealant manufacturer.
- B. Leave finished work in neat and clean condition.

END OF SECTION

## SECTION 07 92 00

### JOINT SEALANTS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes: Provide new field applied sealant joints where shown on Drawings and where required to prevent water penetration beyond the outer face of the exterior facade surfaces. Work includes, but is not necessarily limited to:
1. Vertical joints between precast concrete facade panels;
  2. Joints between precast concrete panels and soffit finishes along underside of 2<sup>nd</sup> floor overhang;
  3. Perimeter of windows and louvers at 2<sup>nd</sup> and 3<sup>rd</sup> floors;
  4. Glazing sealant at glass-to-metal joints on 3<sup>rd</sup> floor;
  5. Brick masonry expansion joints;
  6. Joints between precast concrete panels and aluminum counterflashing on the 3<sup>rd</sup> floor, and between brick masonry and aluminum counterflashing on the 3<sup>rd</sup> floor;
  7. Prepared concrete cracks where designated by Engineer; and
  8. Provide sealant at all other locations as necessary to provide complete and watertight construction.
- B. Related Sections:
1. Section 02 41 19 – Selective Demolition
  2. Section 03 01 05 – Concrete Rehabilitation
  3. Section 03 01 07 – Concrete Crack and Joint Repair
- C. Measurements and Payment Procedures:
1. Sealant replacement at joints between precast panels will be paid for on a lump sum basis.

2. Sealant replacement at precast-to-soffit joints will be paid for on a lump sum basis.
3. Window and louver perimeter sealant replacement will be paid for on a lump sum basis.
4. Glazing sealant replacement at the 3<sup>rd</sup> floor will be paid for on a lump sum basis.
5. Sealant replacement at brick masonry expansion joints will be paid for on a lump sum basis.
6. Counterflashing sealant replacement will be paid for on a lump sum basis.
7. Sealant associated with concrete crack repairs shall be incidental to Work in accordance with Section 03 01 07 – Concrete Crack and Joint Repair.

## 1.02 REFERENCES

### A. General:

1. References shall be the current edition at the time of bidding, unless noted otherwise.
2. Requirements and other referenced standards included in references shall be incorporated into this specification section, unless noted otherwise.
3. In the case of a conflict between a reference and the Contract Documents, or between references, the more stringent or costly requirement shall apply.

### B. ASTM International (ASTM):

1. ASTM C920: Standard Specification for Elastomeric Joint Sealants.
2. ASTM C1083: Standard Test Method for Water Absorption of Cellular Elastomeric Gaskets and Sealing Materials.
3. ASTM C1193: Standard Guide for the Use of Joint Sealants.
4. ASTM D1623: Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics.

### 1.03 PERFORMANCE REQUIREMENTS

- A. General: Furnish and install sealant work as specified herein. If joints required to be sealed are not noted on Drawings, it shall be the responsibility of the Contractor to issue a request for information to Engineer, or obtain clarification from Engineer prior to submission of Bid.

### 1.04 SUBMITTALS

- A. General: Submit in accordance with Section 01 33 00: Submittal Procedures.
- B. Submit product data for each proprietary material used including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements of these Specifications.
- C. Physical samples of specified standard colored sealants for approval.
- D. Qualification data for firms and persons responsible for sealant installation to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Certification by sealant manufacturer that:
  - 1. Products are appropriate for the uses intended;
  - 2. Materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with joint sealants;
  - 3. Sealants, primers, and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds; and
- F. Sealants are validated by Sealant, Waterproofing, and Restoration Institute (SWRI).
- G. Submit sample copy of sealant manufacturers' material warranties.

## 1.05 QUALITY ASSURANCE

- A. General: Install sealant joints in accordance with ASTM C1193. Where discrepancies exist between these specifications, manufacturer's requirements and the referenced standard; notify Engineer in writing.
- B. Installer qualifications: Engage an experienced installer who has completed sealant work similar in material, design and extent to that indicated for this Project and who has a record of successful in-service performance.
- C. Single source responsibility for joint sealant materials: Obtain joint sealant materials from a single manufacturer for each product required.
- D. Sealant manufacturer shall confirm in writing that all materials contacting the sealants, including joint backings, gaskets, spacers and joint substrates, and water repellents are compatible with the sealant to be installed. Schedule sufficient time to test these materials for compatibility with the sealant, as necessary. Compatibility tests shall be performed to the sealant manufacturer's standards.
- E. Sealant manufacturer shall confirm in writing the appropriate joint preparation and priming techniques required to obtain rapid, acceptable adhesion of the joint sealants to the joint substrates.
- F. Field Constructed Mock-Ups:
  - 1. At locations designated by Engineer, provide a sealant application mock up for each type of sealant configuration.
  - 2. Assist Engineer in performing field adhesion tests on the mock-up area. Field adhesion tests shall be performed as specified in Article 3.05 – Field Quality Control.
  - 3. Obtain the sealant manufacturer's review and approval of the mock up.
  - 4. Mock-ups may be incorporated into work if approved by Engineer.

## 1.06 PRODUCT DELIVERY, HANDLING, AND STORAGE

- A. Deliver materials in their original, tightly sealed containers or unopened packages, all clearly labeled with the manufacturer's name, product identification and lot numbers where applicable.



- B. Store materials in strict accordance with the manufacturer's printed instructions, copies of which shall be furnished to the Engineer.

#### 1.07 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work and protection of materials and finishes.
- B. Protect joints from water infiltration during construction operations.
- C. Environmental conditions: Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
  - 2. When joint substrates are wet.
  - 3. When surface temperatures are less than 5 degrees F above the ambient dew point temperature.
- D. Joint width conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by sealant manufacturer for application indicated.
- E. Joint substrate conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

#### 1.08 WARRANTY

- A. Sealant Type 1: Submit a 20-year material warranty issued by sealant manufacturer.
- B. Sealant Type 2: Submit a 1-year material warranty issued by the sealant manufacturer.
- C. Provide 3-year written warranty signed by the Contractor, agreeing to replace defective materials and workmanship for joint repairs. Defects include leakage through the sealed joint, debonded sealant, loss of cohesion, or other distress associated with improper application or material deficiencies.

1. Upon notification of such defects, make necessary repairs or replacement, including necessary repairs to affected coatings, at no cost to the Owner and at the convenience of the Owner. Repair work shall be in accordance with the requirements of these Contract Documents.

## PART 2 PRODUCTS

### 2.01 JOINT SEALANTS

#### A. General:

1. Sealant materials shall be validated by SWRI.
2. Selection of the proper sealant for particular joints shall be in accordance with current recommendations as published by the sealant manufacturer.
3. Color selection: Standard color(s) closest to existing adjacent surfaces. Sealant color(s) shall be approved by Owner.

#### B. Sealants:

1. Sealant Type 1 (for all joint types except concrete crack repairs): Low-modulus, one-part silicone sealant.
  - a. Type S, Grade NS, Class 100/50, Uses NT and A in accordance with ASTM C920.
  - b. Durometer hardness: 15 points when tested in accordance with ASTM C661.
  - c. Tensile strength: 100 pounds per square inch when tested in accordance with ASTM D412.
  - d. Tensile strength at 25 percent extension: 15 pounds per square inch when tested in accordance with ASTM C1135.
  - e. Tensile strength at 50 percent extension: 20 pounds per square inch when tested in accordance with ASTM C1135.
  - f. Acceptable products:
    - a) DOWSIL 790 Silicone Building Sealant manufactured by The Dow Chemical Company;

- b) SilPruf SCS2700 LM Silicone Weatherproofing Sealant manufactured by Momentive; or
  - c) Approved equal.
- 2. Sealant Type 2 (concrete crack repairs): One-component, texturized, moisture-curing, gun-grade polyurethane sealant.
  - a. Type S, Grade NS, Class 25, Uses NT, M, A, and O in accordance with ASTM C920.
  - b. Durometer hardness: 25 to 30 points when tested in accordance with ASTM C661.
  - c. Tensile strength: 215 pounds per square inch when tested in accordance with ASTM D412.
  - d. Acceptable product: Sikaflex TX1 manufactured by Sika, or approved equal.

## 2.02 MISCELLANEOUS MATERIALS

- A. Joint sealant backing: Pre-formed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
  - 1. Reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 40 kg/cu. m (2.5 pcf) and tensile strength of 240 kPa (35 psi) per ASTM D1623 and with water absorption less than 0.02 g/cc per ASTM C1083.
- B. Bond-breaker tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- C. Primer: Primers shall be as recommended by joint sealant manufacturer, as determined from field adhesion tests. Sealant material manufacturer's recommendations regarding primer shall be in writing.
- D. Cleaners for nonporous surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances

capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates. Sealant material manufacturer's recommendations regarding surface cleaners shall be in writing.

- E. Masking tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 EXECUTION

### 3.01 GENERAL

- A. Apply joint sealant in accordance with ASTM C1193 and manufacturer's written instructions. If there are any discrepancies between these Specifications, sealant manufacturer's written instructions, and ASTM C1193, notify Engineer immediately.

### 3.02 JOINT SURFACE PREPARATION

- A. Thoroughly remove existing sealant and backing material from joints. Where required, remove remnants of existing sealant using grinders and course sanding pads.
- B. Clean and dry all joint surfaces. Joint surfaces shall be free of dirt, dust, release agents, moisture and laitance.
- C. Clean porous surfaces with abrasion cleaning followed by blasts of oil-free compressed air. Exterior surfaces must be visibly dry before installation.
- D. Clean nonporous surfaces with a degreasing solvent using a clean, white, oil-free, lint-free cloth. If the cloth becomes dirty, change to a clean cloth immediately.
- E. Use polymeric foam sealant backer rod of a diameter 25 percent greater than the joint width. Install backer rod with a blunt instrument and remove and replace any punctured rod with a new backer rod. Install rod so that the sealant depth is one-half the joint width, but no less than 1/4 inch and no more than 3/8 inch.
- F. Where a bond breaker is required for joint geometry, install bond breaker of width to match the existing width of joint.

- G. Apply masking tape in areas of high visibility to ensure good aesthetics.

### 3.03 PRIMER APPLICATIONS

- A. Select primer in accordance with the sealant manufacturer's written recommendations.
- B. Apply primer with a clean, dry, lint-free cloth. Flooding of the surface with any primer should be avoided. For all other surfaces, the sealant manufacturer's recommendations shall be consulted and followed.
- C. Where adjoining surfaces require two different primers (such as around the perimeter of windows), mask each substrate material when priming the other to avoid contamination of the surface with inappropriate primer.

### 3.04 SEALANT APPLICATION

- A. General: Apply joint sealants according to sealant manufacturer's instructions.
- B. Sealant profile: A minimum 2:1 width to depth ratio with an hourglass shape is required with a maximum of 3/8 inch depth and a minimum of 1/4 inch over the backer rod. Maintain a minimum 1/4 inch bond line ("bite") on all surfaces.
- C. Apply by cartridge-type caulking gun, bulk-loading gun or air-pressure equipment following sealant manufacturer's written instructions. Sealant may also be pumped from bulk containers.
- D. Ensure no air voids throughout the entire joint cross section. To ensure complete joint fill, tool joints within 10 to 20 minutes of sealant application. If masking materials are used, remove them immediately after tooling the sealant.
- E. Tool all joints properly to achieve uninterrupted adhesion to substrate and proper joint geometry.

### 3.05 FIELD QUALITY CONTROL

- A. Sealant manufacturer's technical representative shall make on-site inspections at least once every two weeks to ensure that the materials are being installed in strict accordance with sealant manufacturer's specifications. Reports from the technical representative's visits shall be prepared and forwarded to the Engineer.

- B. The Contractor shall be responsible for the proper application of the materials.
- C. Field adhesion testing will be performed by the Engineer. Provide assistance to Engineer for performing tests.
1. Hand pull test procedure:
    - a. Make a knife cut horizontally from one side of the joint to the other.
    - b. Make two vertical cuts (from the horizontal cut) approximately 3 inches long, at both sides of the joint.
    - c. Place a 1-inch mark on the sealant tab and grasp the 2-inch piece of sealant firmly just beyond the 1-inch mark.
    - d. Pull at a 90 degree angle.
    - e. If dissimilar substrates are being sealed, check the adhesion of sealant to each substrate separately. This is accomplished by extending the vertical cut along one side of the joint, checking adhesion to the opposite side, and then repeating for the other surface.
    - f. Pass/fail criteria for the sealants: If the sealant does not pass according to the guidelines provided, notify Engineer and sealant manufacturer's field representative. Passing criteria shall be as follows:
      - a) Silicone building sealant: Pull tab 3 inches (300 percent extension) without bond loss.
      - b) Polyurethane sealant: Pull tab 3 inches (300 percent extension) without bond loss.
      - c) Silicone glazing sealant: Pull tab 1-1/2 inches without bond loss.
    - g. Inspect the joint for complete fill. The joint should not have voids.
    - h. Retain a copy of the test results in a field adhesion test log. The log must be retained as part of the warranty procedure.
  2. Repair sealant pulled from the test area by applying new sealant to test area.
    - a. Assuming good adhesion was obtained, use the same application procedure to repair the area as was used to originally seal it. However, no primer will be required if adhering new sealant to remnants of the tested sealant on the substrate.

- b. Care should be taken to ensure that the original sealant surfaces are clean and that the new sealant is in contact with the original sealant.
  - c. No primer shall be used on substrates surfaces that have remnants of recently installed sealant.
3. Performance of field adhesion testing by Engineer shall not relieve the Contractor from performing its own field adhesion testing as part of its quality control procedures.

### 3.06 CLEANING

- A. Remove masking tape where used. Clean the surfaces of materials adjacent to the joints where sealant was applied free of excess sealant or other soiling due to sealing applications.
- 1. Scrape excess sealant from the surface and clean the remaining residue with xylene or mineral spirits.
  - 2. Clean the surfaces as work progresses and before the sealant begins to cure.

END OF SECTION