

Bid Documents

Divisions 00 through 09

Goodhue County

Law Enforcement Center (LEC), Adult Detention Center (ADC) and Justice Center (JC) Exterior Building Restoration

Red Wing, MN

April 17, 2026



PREPARED BY:

KLEIN McCARTHY & CO., LTD., ARCHITECTS

6465 Wayzata Boulevard, Suite 410

St. Louis Park, MN 55426

952.908.9990

kleinmccarthy.com

SECTION 00 0101

PROJECT TITLE PAGE

PROJECT MANUAL

FOR THE

**GOODHUE COUNTY LAW ENFORCEMENT CENTER (LEC), ADULT DETENTION
CENTER (ADC) & JUSTICE CENTER (JC) EXTERIOR BUILDING RESTORATION**

GOODHUE COUNTY LAW ENFORCEMENT CENTER & ADULT DETENTION CENTER

430 W. 6TH ST.

RED WING , MINNESOTA 55066

AND

GOODHUE COUNTY JUSTICE CENTER

454 W 6TH ST.

RED WING, MINNESOTA 55066

DATE: 04-17-2026

PREPARED BY:

KLEIN MCCARTHY ARCHITECTS

END OF SECTION

SECTION 00 0103

PROJECT DIRECTORY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: GOODHUE COUNTY
- B. Primary Contact:
 - 1. Title: Facilities Maintenance Department Director.
 - 2. Name: Tim Redepenning.
 - 3. Email: Timothy.Redepenning@goodhuecountymn.gov.

1.03 ARCHITECT:

- A. Architect: Design Professional of Record. All correspondence from the Construction Manager regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. Company Name: Klein McCarthy Architects.
 - a. Address Line 1: 6465 Wayzata Blvd, Suite 410.
 - b. City: St. Louis Park.
 - c. State: Minnesota.
 - d. Zip Code: 55426.
 - e. Telephone: 952-908-9990.
 - 2. Primary Contact:
 - a. Title: Project Lead.
 - b. Name: Danielle Reid.
 - c. Email: danielle.reid@kleinmccarthy.com.

1.04 CONSTRUCTION MANAGER:

- A. Company Name: Contegritty Group.
 - 1. Address Line 1: 101 1st Street SE.
 - 2. City: Little Falls.
 - 3. State: MN.
 - 4. Zip Code: 56345.
 - 5. Telephone: 320-639-1964.
- B. Primary Contact:
 - 1. Title: Project Manager.
 - 2. Name: Pete Filippi.
 - 3. Email: pete@contegrittygroup.com.

END OF SECTION

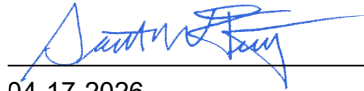
SECTION 00 0105

CERTIFICATIONS

PART 1 - GENERAL

ARCHITECT:

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



04-17-2026

Reg. No. 22914

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ADVERTISEMENT FOR BID

PROJECT IDENTIFICATION: Sealed bid proposals will be received in accordance with the construction contract documents, as prepared by Klein McCarthy Architects for:

Name of Project: Goodhue County Law Enforcement Center, Adult Detention Center and Justice Center
Exterior Building Restoration

Address of Project: 454 West Sixth Street & 430 West Sixth Street, Red Wing, MN 55066

The work will be accomplished through one contract with Goodhue County, with Contegrity Group Inc. acting as the Construction Manager. The following category of work will be bid (subject to change): **Tuckpointing and Exterior Building Restoration**

BID TIME: Bids will be received at the office of Goodhue County Administration, 509 West 5th Street (Room 310), Red Wing, MN 55066, until **2:00 PM (CST)** on **Thursday, May 14th, 2026**. All late bids received will be returned unopened to the submitter. **No faxed or electronic bids will be accepted.**

BID LOCATION: Sealed Bid Proposals for the **Goodhue County Law Enforcement Center, Adult Detention Center and Justice Center Exterior Building Restoration** construction work to be provided in accordance with the construction contract documents, as prepared by Klein McCarthy Architects, will be received at the office of Goodhue County Administration, 509 West 5th Street (Room 310), Red Wing, MN 55066 until the date and time as stated above. Bids will then be publicly opened and read aloud. **No faxed or electronic bids will be accepted. Sealed bid envelopes shall be marked with the Bidder's Name and Category of Work being bid.**

EXAMINATION OF DOCUMENTS: Contract Documents for this construction work may be examined in the office of Tim Redepenning, Facilities Maintenance Director, 509 West 5th Street, Red Wing, MN 55066, or by visiting https://goodhuecountymn.gov/bid_notices/ Midwest Builder's Exchange, Builders Exchanges listed: Fargo-Moorhead Builders Exchange, Rochester Builders Exchange, Aberdeen Builders Exchange, La Crosse Builders Exchange and Sioux Falls Builder's Exchange, Dodge Data and Analytics, and Construct Connect; Klein McCarthy Architects, 6465 Wayzata Blvd, Ste 410, St Louis Park, MN 55426; and Contegrity Group, Inc., 101 First Street SE, Little Falls, MN 56345.

BID DOCUMENTS: Bid documents will be available to contractors on or about April 20th. Documents can be ordered online from Contegrity Group, Inc by visiting their plan room at www.cgiplanroom.com. To order paper printed documents; a refundable plan deposit check in the amount of \$100.00 per printed set, made payable to Goodhue County. **Electronic downloads of bidding documents can be acquired for free online.** No partial sets of bidding documents will be issued. Plan deposit will be returned upon receipt of all bidding documents returned in useable condition within (20) days after the date bids have been received. Plan documents are to be returned to Contegrity Group, Inc., 101 1st Street SE, Little Falls, MN 56345.

PRE-BID CONFERENCE: A pre-bid conference for all interested contractors will be held on **Tuesday, May 5th, 2026, at 10:00 AM** at Goodhue County Maintenance Garage (located on the east side of the Law Enforcement Center) 435 West 5th Street, Red Wing, MN 55066.

BID SECURITY: Each bid shall be accompanied by a certified check, cashier's check, or corporate surety bond in an amount equal to five (5%) percent of the base bid, as bid security.

If awarded a contract, each successful Bidder shall be required to furnish both Performance and Payment Bonds covering faithful performance of the contract and the payment of all obligations arising under such contract. Such bonds shall be the latest edition of the AIA Document A312, in the amount equal to 100% payment.

Goodhue County reserves the right to reject any or all bids received and to waive any informalities and irregularities in the bidding.

Bids may not be withdrawn or modified within forty-five (45) days after the closing time and date.

**SECTION 00 0213
INSTRUCTIONS TO BIDDERS**

Instructions to bidders (AIA document A701, 2018 edition) are hereby made a part of these specifications, except as amended by Section 00 0250, Supplementary Instructions to Bidders. A copy of this document is available through the construction manager by request.

END OF SECTION

**SECTION 00 0250
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

Part 1: General

1.01 MODIFICATION OF INSTRUCTIONS TO BIDDERS

- A. The following changes apply to instructions to bidders (AIA Document A701, 2018 Edition.)

1.02 BIDDER'S REPRESENTATION – ARTICLE 2

- A. Paragraph 2.1.5 Add: (new paragraph)

2.1.5 All bidders are required to be a licensed and/or registered contractor as per Minnesota Statute §181.724

1.03 BIDDING DOCUMENTS – ARTICLE 3

- A. Paragraph 3.1.1 Add:

3.1.1 Only bidders who return complete sets of bidding documents within 20 days will be eligible for a refund of deposit. Fees for postage and handling will not be refunded.

- B. Paragraph 3.1.2 change to read:

3.1.2 Sub bidders and suppliers may obtain bidding documents from the plan room as indicated in the advertisement for bid.

- C. Paragraph 3.1.3 change to read:

3.1.3 Bidders shall use complete sets of bidding documents in preparing bids. The Owner, Architect, Construction Manager and the Engineers assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. No partial sets will be issued.

1.04 BIDDING PROCEDURES – ARTICLE 4

- A. Paragraph 4.2.1 Add:

4.2.1 Bid security shall be in the form of a certified check, cashier's check or corporate surety bond equal to five percent (5%) of the base bid made payable to the owner.

1.05 CONSIDERATION OF BIDS – ARTICLE 5

- A. Paragraph 5.3.3 Add: (New Paragraph)

5.3.3 If only one bid is received for any bid category, the bidder shall provide a detailed breakdown of their bid, including sub quotes to the Construction Manager or Architect immediately upon request.

END OF SECTION

SECTION 00 0300

BID CATEGORIES

NOTES: BIDDING REQUIREMENTS DIVISION 00, GENERAL REQUIREMENTS DIVISION 01 APPLY TO ALL BID CATEGORIES

CATEGORY DESCRIPTION	SECTION		TYPE OF WORK	PARTS
<i>CATEGORY 1 - TUCKPOINTING AND EXTERIOR BUILDING RESTORATION</i>				
Maintenance of Masonry	04	0100	Labor & Materials	1,2,3
Masonry Mortaring and Grouting	04	0511	Labor & Materials	1,2,3
Stone Masonry Veneer	04	4313	Labor & Materials	1,2,3
EFIS Cleaning	07	2400	Labor & Materials	1,2,3
Joint Sealants	07	9200	Labor & Materials	1,2,3
Exterior Painting	09	9113	Labor & Materials	1,2,3

Allowance - Bid to Include an additional 100' LF of mortar removal and replacement

SECTION 00 0410

BID FORM

Name of Project: **Goodhue County Law Enforcement Center, Adult Detention Center and Justice Center Exterior Building Restoration**
Owner: Goodhue County
Tim Redepenning, Facilities Maintenance Director
509 West 5th Street, Red Wing, MN 55066
Documents Dated: April 17, 2026
Bid Date: **Thursday, May 14, 2026 at 2:00 pm (CST)**

Bidders Name _____

____ a corporation organized and existing under the laws of the State of Minnesota;
____ a corporation organized and existing under the laws of the State of _____ and is
Licensed to do business in the State of Minnesota as a foreign corporation;
____ a partnership consisting of _____, partners; or
____ a sole proprietor;

Hereinafter called the Bidder.

To: Goodhue County

The undersigned acknowledges that he/she has received and familiarized themselves with the following:

Project Manual: Divisions and Sections, as listed by Table of Contents 00 0110

Drawings: As listed by the Sheet Index

Addenda: No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

The undersigned further acknowledges that he/she has visited the site and familiarized their self with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to provide and complete, in a workmanlike manner, all of the Work in accordance with the Bidding Documents prepared by Klein McCarthy Architects for the consideration hereinafter set forth.
2. To hold his Bid open for forty-five (45) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Construction Manager within ten (10) days after notification of award, for submittal to the Owner for his approval and acceptance.

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE	
Minn. Stat. 16C.285, Subd. 1. DEFINITIONS, .C. "Contractor" means a prime contractor or subcontractor, and does not include a material supplier	
Minn. Stat. 16C.285, Subd. 7. IMPLEMENTATION... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform	
Minn. Stat. 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period; (ii) has been issued an order to comply by the commissioner of labor and industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; *any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).
Minnesota Statute 16C.285, Subdivision 5. SUBCONTRACTOR VERIFICATION	
A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.	
FIRST TIER SUBCONTRACTOR NAMES (If Any)	
(Legal name of company as registered with the Secretary of State)	
1	
2	
3	
4	
Minnesota Statute 16C.285, Subdivision 4. VERIFICATION OF COMPLIANCE	
A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document. A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted. A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.	

The Bidder agrees to perform all of the Work for the following Bid Category(s). Base Bid amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

BASE BID- MATERIAL & LABOR (<u>Bid shall INCLUDE All Applicable Sales & Use Tax</u>):
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AS PERTAINS TO THIS CATEGORY: As Outlined in 00 0300 Scope of Bids.

Category 1 – Tuckpointing and Exterior Building Restoration

Bid Category(s): _____ as set forth in Section 00 0300 – Scope of Bids and the contract documents.

The Lump sum: _____ Dollars

\$ _____

UNIT PRICES: Reference Section 01 2200 for complete description.

Unit Price A: Joint Sealants - Remove and Replace Sealants

Unit Price A: \$ _____ If

Unit Price B: Tuckpointing - Remove and Replace Mortar

Unit Price B: \$ _____ If

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I AM AN OWNER OR OFFICER OF THE COMPANY, AND I SWEAR THAT MY COMPANY MEETS ALL THE CRITERIA LISTED ABOVE AND IS IN COMPLIANCE WITH MINNESOTA STATUTE 16C.285

The undersigned has provided the required Bid Security and other items required in the Instructions to Bidders. In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner.

Dated this _____ day of _____, 2026.

Name of Bidder: _____

Address of Bidder: _____

Authorized Officer: _____

(Printed Name)

Authorized Signature of Owner or Officer: _____

Area Code/Telephone Number: (_____) _____

Email: _____

**SECTION 00 0430
BID FORM SUPPLEMENTS**

Bid Bond form will be AIA Document A310 - 2010 edition issued by the American Institute of Architects. The owner will accept a certified check or cashier's check per the supplementary instructions to bidders. A copy of this document is available through the construction manager by request.

END OF SECTION

**SECTION 00 0500
AGREEMENT**

Standard Form of Agreement between Owner and Contractor will be AIA Document A132 - 2019 Edition issued by the American Institute of Architects. A copy of this document is available through the construction manager by request.

END OF SECTION

SECTION 00 0610
PERFORMANCE AND PAYMENT BONDS

Performance Bond and Payment Bond will be AIA document A312, 2010 edition issued by the American Institute of Architects. A copy of this document is available through the construction manager by request.

SECTION 00 0700

GENERAL CONDITIONS

The General Conditions of the Contract for construction will be AIA Document A232 – 2019 edition issued by the American Institute of Architects.



AIA[®] Document A232[®] – 2019

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

for the following PROJECT:

(Name, and location or address)

Goodhue County Law Enforcement Center, Adult Detention Center and Justice Center
Exterior Building Restoration
454 W 6th St and 430 W 6th St
Red Wing MN 55066

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Contegrity Group, Inc.
101 1st St SE
Little Falls, MN 56345

THE OWNER:

(Name, legal status, and address)

Goodhue County
509 W 5th St
Red Wing MN 55066

THE ARCHITECT:

(Name, legal status, and address)

Klein McCarthy Architects
6465 Wayzata Blvd, Suite 410
St. Louis Park MN 55426

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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 Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

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

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

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

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.3.7 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.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 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 review by the Construction Manager and prior approval of the Architect, and the Construction Manager or 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 Construction Manager's and Architect's and their respective consultants' 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 Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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, the Construction Manager, and the 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. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager 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 the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work 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, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform 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 Construction Manager or 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 or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction

Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager 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, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, 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. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 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 Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall 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 Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 Construction Manager and 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 Construction Manager and 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, the Architect, and the Construction Manager 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. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 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 Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, 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, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect 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, Construction Manager, 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 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 AND CONSTRUCTION MANAGER

§ 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 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

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

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

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

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

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

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or 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.

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

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

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

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

§ 4.2.17 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 Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager 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, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, 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 the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces 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's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and 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 or other Contractors' 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 Contractors or other Contractors that are not apparent.

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

§ 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, Separate Contractors, or other Contractors as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. 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

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

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager 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 Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 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 Construction Manager and 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 Construction Manager 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 Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect 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 Construction Manager 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 Construction Manager 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, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (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, based on the recommendation of the Construction Manager, 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 Construction Manager, 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 Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or 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 fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien 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 Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

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

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

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

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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 or other 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 or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of 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 the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; 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 and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, 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 through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall 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, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. 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, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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

§ 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, Construction Manager 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, Construction Manager 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall 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, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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, Construction Manager and Construction Manager's consultants, and the 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 directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 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 both the Contractor and the Construction Manager, separately and 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 directly to the Contractor, and separately to the Construction Manager, 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 Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) 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 Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, 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, Architect, and Construction Manager 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 Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate

agreements the Construction Manager, 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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their 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 Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 Construction Manager or 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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, Construction Manager 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, Separate Contractors, or other 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, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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

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

§ 13.4.6 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 Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor 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, Construction Manager 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 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, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors 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, after consultation with the Construction Manager, 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 Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption 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 this Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of 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 Construction Manager and 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, the Construction Manager, 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 of 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.



SECTION 00 0800

SUPPLEMENTARY CONDITIONS

The following supplements modify the Section 00 0700, "General Conditions of the Contract for Construction," AIA Document A232-2019 edition. Where an Article, Paragraph, Subparagraph or clause contained in the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add to the following to Subparagraph 1.1.3:

1.1.3 Use of the word "**furnish**" shall mean "to supply and deliver to the Project site, ready for installation;" use of the word "**install**" shall mean "to place in position for service or use;" and use of the word "**provide**" shall mean "furnish and install, complete and ready for intended use;" use of the words "**as indicated**:" shall mean "as indicated, shown, or noted on the Project Drawings;" use of the words "**as specified**" shall mean "as specified in the Project Specifications or as specified on the Project Drawings." The term "**product**" as used in the Contract Documents shall include, but is not limited to, materials, systems and equipment.

1.2 CORRELATION, AND INTENT OF THE CONTRACT DOCUMENTS

Add to Subparagraph 1.2.1 the following sentence:

1.2.1 If there is an inconsistency in quality or quantity of the Work required by the Contract Documents, provide quality and quantity consistent with Architect's interpretation.

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

ARTICLE 3 – CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following sentence to Subparagraph 3.2.2:

3.2.2 No change in Contract Sum will be allowed because of minor differences between actual field conditions and conditions described in Contract Documents.

3.4 LABOR AND MATERIALS

Add the following Subparagraph 3.4.4:

3.4.4 Contract Documents and or schedule may require, or Contractor may elect to perform work after regular working hours, or include overtime. Additional costs of such work shall be borne by Contractor.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Add the following sentence to subparagraph 3.7.1

3.7.1 The Owner shall also secure and pay for the water and sewer connection fees and the zoning regulation fees and permits.

3.13 USE OF SITE

Add Subparagraph 3.13.3

3.13.3 Contractors shall verify with the Construction Manager prior to making deliveries to the site and that the project site is in a condition to receive and store materials. Materials delivered without authorization of the Construction Manager will be removed from the site and stored at the contractor's expense.

3.15 CLEANING UP

Add the following to 3.15.1

3.15.1.1 Contractor shall clean daily to prevent accumulation of debris.

3.15.1.2 Contractor shall sweep all building areas including mechanical and utility spaces, vacuum clean all carpets.

3.15.1.3 Contractor shall remove all labels from glass, fixtures, any surface upon which they occur. Clean glass with approved cleaners.

3.15.1.4 Contractor shall remove or repair any spots, stains, dirt from any surface on which they occur.

3.15.1.5 All cleaning activities shall be done so as to not adversely affect the work of others.

3.15.1.6 Contractor shall clean all surfaces including sills, jambs, cabinetry, light fixtures grilles, etc.

ARTICLE 4 – Architect and Construction Manager

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of 4.2.3 and substitute with the following sentence.

4.2.3 Due to the size of the project with limited contractors the construction manager shall visit the Project Site at intervals as requested by the County. Day-to-day coordination will be handled by county maintenance staff.

ARTICLE 5 - SUBCONTRACTORS

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

Add the following subparagraph 5.2.1.1

5.2.1.1 Not later than ten (10) days after the issuance of the letter of intent or contract, the Contractor shall furnish in writing to the Owner through the Construction Manager and Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

ARTICLE 7 – CHANGES IN THE WORK

7.2 CHANGE ORDERS

Add the following Subparagraph:

7.2.4 Change Order amounts are understood to include all costs plus amount for overhead and profit agreed upon under Sub-subparagraph 7.2.4.1 and all required adjustments to Contract Time. No further consideration for additional impact upon Contract Sum or Contract Time will be made as result of any change order or as cumulative result of any or all change orders as may be agreed to by Owner and Contractor.

Add the following Sub-subparagraph:

7.2.4.1 In the case of Work authorized under Article 7, a reasonable allowance for overhead and profit shall not be more than ten percent of net cost of work accomplished by Contractor's own forces. If the work is by subcontract, the contractor is allowed five percent of the net cost of the subcontract cost. Subcontractors may add an allowance of not more than ten percent of the net cost of work accomplished by their own forces to cover their overhead and profit. All proposed changes over \$500.00 must be provided with a detailed breakdown of all costs making up the proposed cost change. The Construction Manager shall be provided with as much supporting documentation from the contractor as requested in order to evaluate the proposed change. The Construction Manager shall have the right to request payroll reports, current union agreements in place, sub contractor/supplier quotes, or any additional supporting information that may be requested by the Construction Manager.

ARTICLE 8 – TIME

8.3 DELAYS AND EXTENSIONS OF TIME

Delete Subparagraph 8.3.3 in its entirety; substitute in lieu thereof, the following Subparagraph:

8.3.3 Extension of Contract Time shall be Contractor's sole remedy for delay.

Add the following Subparagraph:

8.3.4 Contractor shall be responsible for damages incurred by Owner/Architect or Construction Manager and any other separate Contractors for delay resulting from Contractor's failure to complete Work, including final punch list and project closeout documents within Contract Time, or resulting from progress of Work failing to conform to Construction Manager's progress schedule.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Delete the words "fifteen days" from Subparagraph 9.3.1; substitute in lieu thereof, the words "thirty-five days unless modified elsewhere in the Contract Documents."

Delete the words "retainage if provided for in the Contract Documents" from the second sentence in Subparagraph 9.3.1; substitute in lieu thereof, the words "retainage of 5 percent or per Minnesota Statute 337.10 subdivision 4 after issuance of the Substantial Completion Certificate".

Add the following sentence to Subparagraph 9.3.1

9.3.1 Substantiating documents may, at Owner's option, include waivers of liens from Contractor, subcontractors, and Suppliers.

Add the following Sub-subparagraph:

9.3.1.3 Pay requests received after the date established in the Contract Documents will not be processed until next pay period.

9.3.1.4 The schedule for application for payment and date of payment will be set by Construction Manager after consultation with the Owner.

9.6 PROGRESS PAYMENTS

9.6.2 Delete the word "seven days" in line 1 and replace with "ten days".

Add the following Sub paragraph 9.6.2:

"Any subcontractor payment shall be governed by the provisions of Minnesota Statute §471.425 subdivision 4a."

9.8 SUBSTANTIAL COMPLETION

Delete the last sentence of 9.8.5 and substitute the following sentence to 9.8.5

9.8.5 Such payments shall be adjusted per Minnesota Statute 337.10 subdivision 4 for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Add to 11.1.1:

11.1.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the State of Minnesota such insurance as will protect the Contractor from claims asserted against it rising out or resulting from the Contractor's obligation under the contract and for which the Contractor may be legally liable, whether such operations be the contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including but not limited to the following:

11.1.1.2 The policy shall be made on an occurrence basis, not a claim's made basis.

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

11.1.1.4 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or allowed to expire until at least 60 days' prior written notice has been given to the Owner. The Certificate shall be signed by a person authorized by the insurer to bind coverage. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.1.9.5. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

11.1.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.1.1.6 The policy shall name the Owner, Architect, and Construction Manager as an Additional Insured.

11.1.1.7 Insurance shall be placed with insurers with a current A. M. Best rating of no less than A:VII.

11.1.1.8 Auto Limits

11.1.1.8.1 The Minimum Limits of Liability should be:
BODILY INJURY: \$1,500,000 Each Occurrence/\$3,000,000 Aggregate
PROPERTY DAMAGE: \$1,500,000 Each Occurrence/\$3,000,000 Aggregate

11.1.1.8.2 The Auto coverage shall include the following: Any Auto, Hired and Non-Owned.

11.1.1.8.3 The Owner, Architect, and Construction Manager shall be listed as an Additional Insured.

11.1.1.8.4 Auto coverage shall be waived only when the Contractor's work clearly does not involve the use of an automobile.

11.1.1.9 Commercial General Liability

11.1.1.9.1 The Minimum Limits of Liability should be:
\$3,000,000 AGGREGATE
\$3,000,000 PRODUCTS & COMPLETED OPERATIONS AGGREGATE
\$1,500,000 PERSONAL INJURY/EACH OCCURRENCE
\$1,500,000 PROPERTY DAMAGE/EACH OCCURRENCE

11.1.1.9.2 The policy shall include Explosion, Collapse, Underground, and Independent Contractors protective.

11.1.1.9.3 The policy shall name the Owner, Architect, and Construction Manager as an Additional Insured.

11.1.1.9.4 The policy shall be written on an occurrence basis, not a claims made basis. An umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for this project.

11.1.1.9.5 Products and Completed Operations Insurance shall be maintained for a minimum of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

11.1.1.10 Worker's Compensation

11.1.1.10.1 The policy shall include Employer's Liability Insurance

11.1.1.10.2 The limits shall be statutory per applicable State and Federal Laws
Bodily Injury By Accident: \$500,000 Each Accident
Bodily Injury By Disease: \$500,000 Each Employee
Bodily Injury By Disease: \$500,000 Policy Limit

Add to Subparagraph 11.1.2

11.1.2.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The amount of each bond shall be equal to one hundred (100%) percent of the contract sum and shall deliver the required bonds to the Construction Manager no later than ten (10) days following the date the agreement is entered into.

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

11.1.2.3 Bonding company must be licensed in state where the project is located and must have a Best Rating of A or higher.

11.1.4 In line one, delete the words 3 business days and replace with 60 business days.

Add the following Subparagraph 11.1.5

11.1.5 The insurance required to be purchased and maintained by Contractor shall be primary, and not excess, to any other coverage carried by the Owner.

11.2 OWNER'S INSURANCE

11.2.1 In the fourth line delete the word *Jurisdiction* and insert *State of Minnesota*.

11.2.3 In line one, delete the words 3 business days and replace with 60 business days.

11.3.1 Delete this section

11.5.1 Delete the wording as fiduciary in line two

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

Add the following Subparagraph:

12.2.6 Neither the final Certificate of Payment nor any provision in Contract Documents shall relieve Contractor of responsibility for negligence or for faulty materials or work within extent and period provided by law. Upon written notice, remedy any defect due thereto and pay all expenses for any other work resulting there from.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.5 Delete in its entirety and replace with the following:

“Any payment of interest on late payments and/or disputes regarding payments shall be governed by the provisions of Minnesota Statute §471.425 subdivision 4.”

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

Add the following Subparagraph 14.2.1.5:

14.2.1.5 fails to keep in effect at all times the specified insurance coverage required by Article 11.

ARTICLE 15 – CLAIMS AND DISPUTES

15.4 ARBITRATION – Delete this section in its entirety

ARTICLE 16 - GOVERNMENT REQUIREMENTS – add this article in its entirety

16.1 Compliance with Laws and Standards

16.1.1 The Contractor shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted at no additional cost to Owner.

16.1.2 Contractor specifically represents that all goods furnished pursuant to this contract shall comply with any and all applicable patent trademark and copyright laws and standards. Contractor further represents that it is fully authorized, franchised, or licensed to sell any goods furnished pursuant to this contract.

16.1.3 Failure to meet the requirements of sections a and b above may be cause for the Owner to cancel this contract effective the date of receipt of the Notice of Cancellation, in addition to any other remedies set forth in this contract or otherwise available in law or equity.

16.1.4 Contractor shall require all subcontractors to comply with the provisions of Article 15 Government Requirements.

16.2 Data Privacy

16.2.1 All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes and any state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Provider agrees to abide by these statutes, rules, and regulations and as they may be amended.

16.2.2 The Contractor designates _____, as its Responsible Authority pursuant to the Minnesota Government Data Practices Act, as the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data, pursuant to this Agreement.

16.3 Equal Employment Opportunity – Civil Rights

16.3.1 During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964. The Contractor will furnish the Owner, all reports required by Executive Order No. 11246 and Revised Order No. 4, and by the rules and regulations and orders of the Secretary of Labor, the Minnesota Department of Human Services for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

16.3.2 The Contractor shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.

16.3.3 The Contractor guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving purchased services.

16.3.4 If during the term of this Agreement or any extension thereof, it is discovered that the Contractor is not in compliance with the applicable regulations as aforesaid, or if the Contractor engages in any discriminatory practices, then the Owner, may cancel said Agreement as provided by the cancellation clause of this Agreement.

16.4 Limited English Proficiency Provisions

16.4.1 Contractors, grantees, licensees and any other public or private individual and/or organization that operates, provides or engages in activities on behalf of the Owner and receives federal funding, must comply with the Title IV language access requirements. Title IV and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. Federal Civil rights compliance requirements for Title IV include a legal obligation to provide language assistance services to all applicants and clients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

16.5 Bond

16.5.1 The Owner is requiring all Contractors to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount of the contract, in favor of the Owner, to protect the Owner against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the Owner.

16.6 Subject to Audit

16.6.1 Contractor agrees to subject to audit in accordance with Minnesota Statutes § 16C.05, Subd. 5, which provides that the books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

16.6.2 If the contracting agency is a local unit of government, and the grantee, vendor, or other party requests that the state auditor examine all books, records, documents, and accounting procedures and practices related to the contract, the grantee, vendor, or other party that requested the examination shall be liable for the cost of the examination.

16.7 INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the Owner for any purpose. No statement contained in this contract shall be construed so as to find Contractor or it's "agents" to be an employee of the Owner, and Contractor or it's "agents" shall not be entitled to any of the rights, privileges, or benefits of employees of the Owner, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Goodhue County LEC, ADC and JC Exterior Building Restoration
- B. Owner's Name: GOODHUE COUNTY.
- C. Architect's Name: Klein McCarthy Architects.
- D. The Project consists of the restoration of exterior masonry and joint sealants.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Single prime contract based on a stipulated sum.

1.03 OWNER OCCUPANCY

- A. Owner intends to occupy the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

END OF SECTION

SECTION 01 2200

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.

1.03 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required materials, labor, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; insurance, taxes, overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- F. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.

1.06 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.07 SCHEDULE OF UNIT PRICES

- A. Item: Joint Sealants; Section 07 9200.
- B. Item: Masonry Tuckpointing; Section 04 0100.

END OF SECTION

SECTION 01 2513

SUBSTITUTION PROCEDURES AFTER EXECUTION OF CONTRACT

PART 1 - GENERAL

1.01 DEFINITION

- A. Acceptable Manufacturers and Products: See Section 01 6000.
- B. Products proposed by Contractor that do not meet requirements of Contract Documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitution.
- C. Section includes administrative and procedural requirements for handling substitutions requests made after execution of Contract.
- D. No substitutions will be considered.
 - 1. In case of non-availability of materials contact Architect for review and action.
- E. Substitutions will be considered for cost, schedule, or constructability impact.
 - 1. In case of non-availability of materials, contact Architect for review and action.
 - 2. Accepted substitutions may require re-bidding by prior approved bidders.

1.02 SUBSTITUTION AFTER EXECUTION OF CONTRACT

- A. Whether or not product specified is "Optional" or followed by the words "or equal," or if Contractor desires to use any product other than that specified as "Base," Contractor shall request substitution within 35 days after date of execution of Contract.
- B. If substitution request occurs after 35-day period, substitution may be reviewed at discretion of Owner and Architect; and cost of such review and initiation of a change document shall be borne by Contractor, and deducted from Contract Sum.
- C. All costs including Architect cost will be responsibility of Contractor for substitutions or revisions made necessary by acts or omissions of Contractor, requested due to product submittal or product not being ordered in a timely manor, requested due to ease of construction progress or Work, or requests which are in interest of or for convenience of supplier, subcontractor or Contractor.

1.03 PRODUCT SELECTION - GENERAL

- A. Certain types of products are described in Specifications by means of trade names, catalog numbers or manufacturer's names. This is not intended to exclude from consideration other products that may be capable of accomplishing purpose indicated.
- B. Other types of products may be considered acceptable to Owner or Architect in place of those specified.
- C. Listing of a manufacturer implies acceptance of them only as supplier of a product that complies with specified item.
 - 1. See Section 01 60 00 for definition of "Base" and "Optional" manufacturers.

1.04 SUBSTITUTION REQUESTS

- A. Only written requests with complete data for evaluation will be considered.
 - 1. Submit evaluation data with attached form to Architect.
 - 2. Submit in timely manner to allow Architect adequate time for evaluating, making recommendation, and for Owner approval.
- B. Supplier, Subcontractor and Contractor in making substitution request, or in using an approved substitution, represent:

1. has personally investigated proposed product, system or method, and has determined that it is equal or superior in all respects to that specified, and that it will perform intended function;
 2. is in full compliance with applicable code;
 3. will provide same warranty for substitute item as for product, system or method specified;
 4. if a finish product, complies color wise and pattern wise with base specified items;
 5. will coordinate installation of accepted substitution into Work, to include building modifications if necessary, and be responsible for such modifications as may be required for Work to be complete and functional in all respects;
 6. certifies cost data presented is complete and includes all related costs, excluding Architect's review and redesign cost;
 7. waive all claims for additional costs or time extensions related to substitution which subsequently become apparent or are caused by substitution;
 8. will pay additional costs to other trades, subcontractors or contracts caused by substitution;
 9. will pay all Architect's review and redesign cost, special inspections, and other costs caused by substitutions or revisions made necessary by the acts or omissions of Contractor, due to product submittal or product not being ordered in a timely manner, due to ease of construction progress or Work, or which are in interest of or are for convenience of supplier, subcontractor or Contractor;
 10. responsibility of Contractor for substitutions or revisions made necessary by the acts or omissions of Contractor, requested due to product submittal or product not being ordered in a timely manor, requested to ease construction progress or Work, or which are in interest of or requests for convenience of supplier, subcontractor or Contractor;
 11. acknowledge acceptance of these provisions.
- C. Contractor sign Substitution Request in space provided on form acknowledging acceptance of terms.

1.05 SUBSTITUTION DATA

- A. Submit complete data substantiating compliance of proposed substitution with Contract Documents.
1. For products and systems:
 - a. Product identification, including manufacturer's name.
 - b. Manufacturer's literature, marked to indicate specific model, type, size, and options to be considered:
 - 1) Product description.
 - 2) Performance and test data.
 - 3) Reference standards.
 - 4) Difference in power demand, air quantities, etc.
 - 5) Dimensional differences from specified unit.
 - c. Samples:
 - 1) Architect reserves right to retain sample until physical units are installed on project for comparison purposes.
 - 2) Requester pay all costs of furnishing and return of samples.
 - 3) Owner and Architect are not responsible for loss of or damage to samples.
 - d. Name and address of at least five similar projects that proposed product has been in use for at least four years, and name and phone number of owner's and architect's or engineer's representative, which Owner or Architect can contact to discuss; product, installation, and field performance data.
- B. For construction methods:
1. Detailed description of proposed system or method.
 2. Illustrate with drawings.
- C. Itemized comparison of proposed substitute to specified item; indicate variations.
- D. Warranty comparison with specified product or system.

- E. Effect and changes required on other trades, subcontractors or contracts.
- F. Data relating to change in construction time.
- G. Complete breakdown of costs, of proposed substitution that shall include additional costs or saving generated by proposed substitution and shall indicate amount, if any, to be deducted from Contract Sum if proposed substitution is accepted.
- H. Include life cycle cost savings by product, system or assembly proposed, if applicable.
- I. Availability of maintenance and repair services, and sources of repair or replacement items.
- J. Approval of Substitution Request
 - 1. For substitutions which have no cost or time impacts, no verbal or written approvals other than by Owner's signed approval on attached Substitution Request form.
 - 2. For substitutions which have cost or time impacts, no verbal or written approvals other than by Owner's signed approval of a Change Order.

1.06 REJECTION OF SUBSTITUTION REQUEST

- A. Substitution may not be considered if:
 - 1. Submitted after stipulated time period.
 - 2. Not submitted in accord with this section.
 - 3. Acceptance will require substantial revision of Contract Documents, building or systems.
 - 4. Substitution request does not indicate specific item for which request is submitted.
 - 5. Substitution Request form is not properly executed and signed.
 - 6. Substitution request for manufacturer acceptance only.
 - 7. Subcontractor or supplier requested directly.
 - 8. Insufficient information submitted.
 - 9. Substitution color wise or pattern wise does not comply with base specified item.
 - 10. Substitution does not appear to comply with requirements of specifications for base product.
 - 11. Owner or Architect does not want to consider.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 2900 PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 013300 Submittals.

1.3 SCHEDULE OF VALUES

Format and Content: Use Project Manual Bid Categories or Scope of Bids as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section and/or with enough detail/breakdown of values to allow the Architect and Construction Manager a clear understanding of work associated with each line item.

- 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Contractor's name and address.
 - c. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Round amounts to the nearest whole dollar; total shall equal the Contract Sum.
- 4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance and photos.
- 5. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 6. Update schedule of values to include only Change Orders that have been fully executed by all parties.

1.4 APPLICATIONS FOR PAYMENT

- A. Initial Application for Payment: Administrative actions and submittals that must precede and be approved **PRIOR** to submission of first Application for Payment include the following:

1. List of subcontractors and suppliers
 2. Schedule of values.
 3. Contractor's schedule, durations, and lead times.
 4. Certificates of insurance
 5. Performance and payment bonds. (If required)
 6. MN Dept. of Labor Proof of Contractor Registration
 7. Safety Policy / Manual (AWAIR)
 8. Safety Data Sheets
 9. W9
 10. MN Dept. of Revenue Non-MN Exempt Certificate (*if applicable*)
- B. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect, Construction Manager and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- C. Payment Application Times: The period covered by each Application for Payment is one month, starting from date indicated within the AIA Contract. Submit Application for Payment to Construction Manager as outlined in the Contract.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as forms for Applications for Payment, Sales Tax Paid Form (if applicable), and Prevailing Wage Reports (if applicable).
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The Construction Manager will return incomplete applications without action.
1. Entries shall match data on the schedule of values
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Executed Change Orders issued before the last day of the construction period covered by application.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance and photos of stored materials.
 2. Provide supporting documentation that verifies the amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

- G. Submit signed and notarized copy via mail or email copy of Application for Payment to Construction Manager by date established and identified in the contract. Application shall include waivers of lien and similar attachments if required.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. Submit final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 3. Waiver Forms: Submit executed waivers of lien on forms acceptable to the Owner.
- I. Application for Payment at Substantial Completion: Reference Minn. Stat. § 15.72, subd. 2 as pertains to billing after substantial completion has been established.
- J. Final Payment Application: **PRIOR** to full and final submission of contractors' payment application the following items will need to be received and approved by the Owner, Architect and Construction Manager. Failure to provide these items will result in a reduction as prescribed in Minn. Stat. § 15.72, subd. 2

Required documents include, but are not limited, to the following:

- 1. All field-related close-outs as indicated within the Spec Book to include but not limited to warranties, manuals, extra stock, training and signed punch lists.
 - 2. G734 "Certificate of Substantial Completion"
 - 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 5. AIA Document G707, "Consent of Surety to Final Payment."
 - 6. Minnesota Department of Revenue Form IC-134, withholding affidavit for contractors.
 - 7. Subs/Suppliers Unconditional Final Lien Waiver
 - 8. Conditional Final Lien Waiver
 - 9. Current Certificate of Insurance
 - 10. All Change Orders Must Be Fully Executed
- K. Closeout Deadline and Late Fee: All closeout items indicated in this Section and in Sections 01 3300 Submittals and 01 7700 Closeout Procedures of this Project Manual are due within 60 days from the date of Certificate of Substantial Completion. Failure to submit closeout items within the 60-day period will result in a late fee, charged by the Construction Manager, of \$100.00 per day for every day past the initial 60-day period allotted. Late fees will be billed directly to the contractor and payable to the Construction Manager.

01 3216

CONSTRUCTION SCHEDULE

Tuesday, May 5th, 2026 – Pre-Bid Meeting 10:00 AM CST

Thursday, May 14th, 2026 – Bid Opening 2:00 PM CST

Tuesday, May 19th, 2026 – County Board Approval

June 2026 – Pre-Construction Meeting

Construction commences in Spring 2026 depending on input from the successful contractors.

A meeting will be held with all successful contractors and the county to develop an overall schedule of construction activities once all lead times have been identified.

SECTION 01 3300 SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section defines procedures for the following submittals required by the Contract Documents.
- B. Within Fifteen (15) days after the effective date of awarding bids, but before the Contractor starts work at the site, a conference will be held for review of a schedule to establish procedures for handling shop drawings and other submittals for processing Applications for Payment.
- C. Provide submittals as noted in each Section or as deemed appropriate for that particular section. If additional shop drawings or information is requested in writing, then the information must be provided.
- D. Allow for two weeks review of submittals to avoid delay of Work.
- E. Include with submittal preparation, field verifications of measurements, field construction criteria, verification of catalog numbers and similar data, and coordination of Work requirements and Contract Documents.
- F. Submit all color samples within 45 days of contract award for Architect's use in color selections. The Architect will not start the color schedule until all samples are received.

PART 2 - REQUIRED SUBMITTALS

2.1 SHOP DRAWINGS AND SAMPLES

- A. Submit shop drawings in accordance with Article 3.12 of the General Conditions and the following.
- B. Prepare clearly identified shop drawings or schedules to this specific project, containing only data applicable. Include with shop drawings or schedules a letter of transmittal listing and dating the submitted drawing in sets.
- C. Contractor to review all submittals prior to submittal to the Construction Manager and indicate such review with a stamp and signature. Review submittals for conformance to Drawings, Specifications, coordination with other trades and adjacent construction and verification of field dimensions. Failure of Contractor to adequately review submittals shall be cause for rejection.
- D. Prepare and email shop drawings in PDF format to **Contegrity Group**. Provide each shop drawing with a clear space of approximately 20 square inches for stamps, on the right-hand side. After completion of reviewing, Architect or Engineer will return reviewed PDF to the Contractor through the Construction Manager via Email. Correct original shop drawings of all PDFs returned "**Revise and Resubmit**" or "**Rejected**" and make one new PDF and Email back to the Architect through the Construction Manager. Resubmit until shop drawing is noted "**No exception is taken**" or "**Make corrections noted**". Print all PDFs returned "No exception is taken" or "Make corrections noted" in required quantity for field distribution.
- E. Submit electronic PDFs of equipment brochures, cuts of fixtures, etc., to Contegrity Group. Furnish such copies of standard manufactured items in the form of manufacturer's catalog sheets showing illustrated cuts of items to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, in electronic PDF format, unless otherwise specified. Reviewed PDFs will be stamped, emailed to Contegrity Group, and returned to the contractor by the Construction Manager. If notations and marks include that revised information is required before shop fabrications (or other work represented) can proceed, revise, or correct the information.

- F. Unless otherwise specified, submit to the Construction Manager for review and the review of the Architect, samples of size and nature representing typical qualities. Where required, submit a sufficient number of samples to demonstrate the complete range of variations of the material or quality. Written acceptance of the Architect is required prior to ordering any item for which samples are required.
- G. Submit samples to the office of the Construction Manager for review and the Architect's review, securely packaged, with the name of the Project clearly indicated on the package exterior. Each physical sample shall have a label or tag, firmly attached to the sample, bearing the following information: (a) Name of Project, (b) Name of Supplier, (c) Name of Contractor, and (d) Product Information such as manufacturer's designation, finish, type, class, grade, etc. as is appropriate.

2.2 LIST OF MATERIALS

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

2.3 LIST OF SUBCONTRACTORS

- A. Refer to the General Conditions
- B. Propose use of subcontractors or sub-subcontractors who are established, reputable firms of recognized standing with a record of successful and satisfactory past performance. Include the following information: specification section, item of work, subcontractor or supplier, material/manufacturer (as specified will not be allowed), project manager and telephone number. List major sub-subcontractors for mechanical and electrical work. Use only those subcontractors (and sub-subcontractors, when appropriate) who are acceptable to the Architect and Owner on the Work.
- C. Within ten (10) days after the award of contract, submit one copy of "Subcontractors List" via Email to Contegry Group.

2.4 PROGRESS SCHEDULE

- A. Within ten (10) working days after award of contract, each Contractor shall submit to the Construction Manager a detailed schedule addressing work activities, estimated duration of each activity, interrelationships with other activities, coordination with other trade contractors, and other factors such as material delivery, weather conditions, and road restrictions. This schedule is subject to review and approved by the Construction Manager.
- B. Submit updated schedules to the Construction Manager at least monthly. Keep the Construction Manager informed of the progress of the work, and of any potential problems or delays.
- C. Within ten (10) days after the award of contract, submit one (1) copy of "Construction Schedule" via Email to Contegry Group.

2.5 BONDS, INSURANCE CERTIFICATES

- A. Within ten (10) days after the award of contract, submit one (1) original set of Performance and Payment Bond to Construction Manager via mail.
- B. Upon the award of contract, submit via Email to Contegrity Group one (1) copy of Certificate of Insurance to Construction Manager in accordance with the Section 00 0800 "Supplementary Conditions", Article 11.1 Contractor's Liability Insurance. This must be received prior to starting any work on site. The owner, Architects and Contegrity Group, Inc., are to be named as additionally insured on the certificate. Refer to Section 00 0800 "Supplementary Conditions", for insurance limits.
- C. Submit one (1) copies of State of Minnesota contractor license, MN Department of Labor and Industry Registration via Email to Contegrity Group.
- D. Submit one (a) copies of Minnesota Department of Revenue Non-Minnesota Construction Contractor Exemption Certificate via Email to Contegrity Group (if applicable).

2.6 ELECTRONIC SUBMITTAL PROCEDURES

- A. Summary:
 - 1. Shop drawing and product data submittals shall be transmitted to Construction Manager in electronic (PDF) format using Email.
 - 2. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - 3. The electronic submittal process is not intended for the following:
 - a. Color samples, color charts, physical material samples.
- B. Procedures:
 - 1. Submittal Preparation - Contractor is to use the following option:
 - a. Subcontractors and Suppliers provide electronic (PDF) submittals to Contractor via email to Contegrity Group.
 - 2. Contractor shall review and certify that the submittal complies with the requirements of the Contract Documents, including verification of manufacturer / product, dimensions, and coordination of information with other parts of the work.
 - 3. Email complete submittals for each section, broken down per item required in the specification. If, for example, the section submittals are being emailed to include shop drawing, product data and qualification data and all these items are covered in the standard shop drawings, email a transmittal indicating such or the full shops to both product data and qualification data categories. Failure to do so will register as submittals outstanding in respective section. NOTE: Scanned submittals should be converted to PDF format prior to submitting to Construction Manager.
 - 4. Contractor shall transmit each submittal to the Construction Manager using Email.
 - 5. Construction Manager shall review and apply electronic stamp. Construction Manager will transmit each submittal to the Arch/Engineer using email.
 - 6. Architect / Engineer review comments will be made available via Email for downloading. Construction Manager and Contractor will receive email notice of completed review.
 - 7. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
 - 8. Submit electronic copies (PDF) of reviewed submittals at project closeout for record purposes in accordance with Section 01 7700 Closeout Procedures.

2.7 SUBMITTAL SCHEDULE

- A. Prior to submission of first application, the following items need to be submitted to Construction Manager as listed below and as per Section 01 3300 "Submittals" listed below:
1. Insurance certificate in accordance with Section 00 0800 "Supplementary Conditions". Please make certain that Owner, Architect, and Contegrity Group, Inc. are named as additionally insured (Owner to be listed as Certificate Holder) – **Emailed to Contegrity Group.**
 2. A schedule of values to be used for billing purposes. The schedule of values needs to be broken down by sections labor and materials – **Emailed to Contegrity Group.**
 3. Performance and Payment Bond for 100% of the Contract Amount as per Section 00 5200 "Agreement" - **1 original via mail to Contegrity Group.**
 4. List of subcontractors and material suppliers – **Emailed to Contegrity Group.**
 5. Safety Data Sheets for all material used on the jobsite – **Emailed to Contegrity Group.**
 6. Contractor's Safety Program – **Emailed to Contegrity Group.**
 7. Durations and Lead Times – **Emailed to Contegrity Group.**
 8. MN Dept. of Labor Registration – **Emailed to Contegrity Group.**
 9. MN Dept. of Revenue Non-MN Exempt Certificate – **Emailed to Contegrity Group** (if applicable).
 10. W9 – **Emailed to Contegrity Group**

2.8 APPLICATIONS FOR PAYMENT (Reference Article 9 of the General Conditions of the Contract and Supplementary Conditions)

- A. (1) copy – Submit pay applications AIA document G702 and G703 to the Construction Manager via mail, by the date indicated in the Standard Form of Agreement. Each application shall be typed, or computer generated. Original copies shall be notarized, signed, and emailed, faxed copies will not be accepted.
- B. Pay applications will not be processed until lien waiver is received for previous month's payment.
- C. Pay applications that are not completed correctly may be returned to the contractor and will not be included in the current months processing. The contractor will receive email notification indicating incomplete and required information.
- D. Pay applications should only reflect work completed at due date for the application. No payment will be considered for material in transit. Stored material will be looked at on an individual basis.
- E. Final Payment Application: Upon completion of all work and submittals as specified by the Contract Documents, the contractor shall prepare and submit a hard copy of their Final Application for Payment to the Construction Manager after submitting each of the following documents to Construction Manager in electronic (PDF) format using Email:
1. IC 134 – Withholding Affidavit for Contractors
 2. AIA G734 – Certificate of Substantial Completion
 3. AIA G706 – Contractors Affidavit of Payment of Debts and Claims
 4. AIA G706A – Contractors Affidavit of Release of Liens
 5. AIA G707 – Consent of Surety to Final Payment
 6. Contractor's Conditional Final lien waiver
 7. FINAL Unconditional Lien Waivers from sub-contractors and material suppliers
 8. Other items as specified
 9. Final Payment Application for retainage
 10. Closeout documents shall be submitted as per Section 01 2900 Payment Procedures and 01 7800 Closeout Submittals.

- F. Closeout Deadline and Late Fee: All closeout items indicated in this Section, Sections 01 2900 Payment Procedures and Section 01 7700 Closeout Procedures of this Project Manual are due within 60 days from date of Certificate of Substantial Completion. Failure to submit closeout items within the 60-day period will result in a late fee, charged by the Construction Manager, of \$100.00 per day for every day past the initial 60 day period allotted. Late fees will be billed direct to the contractor and payable to the Construction Manager. If late fees occur, final payments will not be released until all late fees are paid in full.

END OF SECTION 01 3300

SECTION 01 5000 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 CONDITIONS OF THE CONTRACT

- A. The Conditions of the Contract (General and other Conditions) and the General Requirements (Division 1) are hereby made a part of this Section. The articles contained in this Section may modify, delete, or add to the provisions of the Conditions of the Contract and shall take precedence over the Conditions of the Contract.

1.2 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - 1. Temporary utilities such as heat, water, electricity, and telephone.
 - 2. Field office for the Contractor's personnel.
 - 3. Enclosures such as tarpaulins, barricades, and canopies.
 - 4. Project sign.
- B. Related Work:
 - 1. Equipment furnished by Trade Contractors and their subcontractors shall comply with requirements of pertinent safety regulations, such as equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section
 - 2. Permanent installation and hookup of the various utilities are described in other Sections.

1.3 STANDARDS

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

PART 2 - PRODUCTS

2.1 CONSTRUCTION HEAT

- A. Construction Heat Prior to Enclosure:
 - 1. Prior to enclosure of the building, each contractor shall provide and pay for enclosures, temporary heating devices, fuel and other services necessary to provide construction heat required to adequately protect their Work and materials against injury from dampness and cold.
 - 2. Heating devices shall be safe in operation, and the contractor shall have watchmen constantly in attendance when fires are burning. Individual heating devices shall be in accordance with OSHA regulations.

B. Construction Heat after Enclosure:

1. For Construction Heat Purposes: The building or portion thereof will be declared enclosed when all enclosing walls are erected, roof or floor construction above is installed, and all doors, windows, or other openings in the exterior walls are covered. The Construction Manager will provide temporary enclosures in the building to allow reasonable heat retention.
2. After Enclosure: The Construction Manager shall coordinate with the owner on securing a third party heater rental company to establish a plan to operate, and maintain a temporary system for heating each enclosed area of the building. The Owner will pay the fuel and utility charges necessary for the operation of the temperature heating system. Contractor shall notify the construction manager in writing if they foresee any issues or concerns with the heating system in place prior to performing their work.
3. After Enclosure of the Building: A minimum temperature of 50 degrees F. shall be maintained at all times except that during the placing, setting, and curing of interior masonry, concrete, plaster, ceramic tile and similar work, the minimum temperature shall be 60 degrees F. During the placing of interior millwork, composition flooring, acoustic tile, painting and decorating, and similar finish materials, and continuing until the Owner assumes responsibility for heating the building, the minimum temperature shall be 60 degrees F.
4. Contractor to remove their own temporary heating system when no longer needed.

C. Construction Ventilation:

1. After enclosure, the Construction Manager shall coordinate with the owner on securing ventilation for the building as necessary to eliminate humidity and condensation within the building. Power ventilation shall be used as necessary.

D. Permanent Heat:

1. The Owner will assume all responsibility and pay all costs for the heating of the Project on the date of their occupancy or the date of substantial completion of the Project, whichever is sooner.

2.2 CONSTRUCTION LIGHT AND POWER

- A. The Electrical Contractor shall furnish, install, and maintain a temporary construction light and power system throughout entire work area. See Division 26 sections for all requirements. The Owner will pay the costs of electrical energy necessary for the Work of the Project.
- B. Use of Permanent Electrical System: When installation of the permanent electrical service and distribution system is sufficiently complete to be operated safely, the system may be used to provide construction light and power for testing and operation of permanent equipment.
- C. Permanent Light and Power: The Owner will assume the responsibility and pay the costs of providing electrical light and power including the energy costs on the date of their occupancy or the date of substantial completion of the Project, whichever is sooner.

2.3 CONSTRUCTION WATER

- A. Contractor shall provide their own source until a permanent water source is established.

2.4 CONSTRUCTION TOILET FACILITIES

- A. The Construction Manager shall provide and maintain adequate toilet facilities for the use of all personnel on the Project during construction.

2.5 TEMPORARY TELEPHONE

- A. Each contractor will be required to provide their own telephone/internet service as required.

2.6 FIELD OFFICE AND TEMPORARY BUILDING

A. Field Office:

1. The Construction Manager shall provide and maintain a temporary building or trailer on the site as a field office for their own use and use by the Contractors and representatives of the Owner and Architect. The field office shall be weathertight and adequately heated, ventilated, and lighted. Electrical contractor to provide temporary power connections and remove at end of the project.
2. The field office shall have one plan counter at least 3' x 6' located within reach of the telephones for the exclusive use of the representatives of the Architect and such other furnishings as the Construction Manager may desire for their own use. The field office may be moved to the new building when suitable space is available. Maintain the field office until substantial completion of the Project.
3. Each Contractor shall provide lunchroom facilities for the use of their personnel on the Project.
4. Each Contractor shall provide and maintain their own field office as they may require. Coordinate location with the Construction Manager.

B. Temporary Buildings and Sheds:

1. Each Contractor shall provide and maintain such trailers, sheds, and other temporary buildings on the site as they may require for the storage of their materials, tools, and equipment, and other purposes in conjunction with their Work. Coordinate location with the Construction Manager.
2. Remove all field offices and temporary buildings when no longer required.

2.7 MOISTURE AND WEATHER PROTECTION

- A. Each Contractor shall protect excavations, trenches, other temporary work, the building, and other work of the Project from damage from water (including ground water, rain water, backing up of sewers, and drains and ice and snow).

Keep excavations and trenches free from water during the progress of the Work, and provide temporary enclosures, pumps and equipment and do all grading, pumping, bailing or other work necessary to insure this protection.

- B. Each Contractor shall provide protection against wind, storms, frost, rain, snow, heat, and a cold to avoid injury to material in transit, stored material, and Work in place.

2.8 TEMPORARY WORK

- A. Each Contractor shall provide temporary centering, scaffolding, platforms, stairs, guards, runways, ladders, temporary bracing and shoring, barricades, partitions, enclosures, and such other temporary work as may be necessary for the execution of the Work and the protection of persons and property. Remove temporary work when no longer required.

2.9 TEMPORARY SHEETING AND SHORING

- A. Each Contractor shall provide temporary sheeting and shore and brace excavations as necessary for the safe and proper execution of the Work. Remove temporary supports when backfilling is complete or new construction can safely support the loads.

2.10 TEMPORARY SIGNS

- A. Each Contractor shall provide and maintain temporary warning signs and other temporary signs required for the safe and proper execution of the Work.
- B. No billboards, advertisements, or similar signs shall be erected on the site without written authorization from the Owner and Construction Manager.

2.11 PROJECT SIGN

- A. The Construction Manager will provide and maintain one temporary sign, approximately 8' x 8' in size, as designated by the Architect, identifying the Project.

2.12 PARKING

- A. The Construction Manager shall assign parking spaces on or near site for their own use and use of the Architect and visitors.
- B. Trucks and other vehicles belonging to the contractor, subcontractors, and suppliers to be discussed during the Pre-Construction Meeting.

2.13 SITE FENCE

- A. The Construction Manager will coordinate the installation of a security fence if in consultation with the owner one may be needed.
- B. Minimum fencing or barricade requirements can be snow fencing, as long as it is adequately braced. Gates where required by Owner or trade Contractors. Maintain fencing to insure continuous barrier, separation as intended.
- C. Each Trade Contractor shall provide barricades required for his contract. At all barricades, provide flashing light devices to provide protection from barricaded areas during all darkness hours. Provide barricades, lights, sounding devices, all as required by any existing codes, ordinances, City requirements.

2.14 SNOW REMOVAL

- A. Snow removal will be provided by the Construction Manager with the exception of snow removal in conjunction with roofing operations and building slabs. The extent of snow removal is for access in and around the building as deemed necessary by the construction manager and does not include snow removal for contractors material stored on site.

2.16 RUBBISH REMOVAL

- A. The Construction Manager will provide dumpsters on site for removal of construction debris without charge to all Contractors with the exception of debris in connection with sitework, masonry, roofing and demolition.
- B. Concrete wash-out areas to be provided for, maintained and removed by Earthwork Contractor (reference SWPP if applicable)

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Construction Manager.

3.2 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Provide temporary humidity control as required.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

END OF SECTION

SECTION 01 7700 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Closeout procedures, general.
 - 2. Substantial Completion procedures.
 - 3. List of incomplete items (punch list).
 - 4. Final completion procedures.
 - 5. Warranties.
 - 6. Final cleaning.
 - 7. Repair of the Work.

- B. Related Documents:
 - 1. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
 - 2. Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Product Data:
 - 1. Each type of cleaning agent.
 - 2. Each type of repair product, as applicable.

- B. Incomplete Items (Punch List):
 - 1. Initial submittal at Substantial Completion.
 - 2. Certified List of Incomplete Items, final submittal at final completion.

- C. Closeout Submittals:
 - 1. (Conditional) Final Lien Waiver: From authorities having jurisdiction.
 - 2. Certificate of Insurance: For continuing coverage.

- D. Maintenance Material Submittals:
 - 1. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.3 CLOSEOUT PROCEDURES, GENERAL

- A. Starting of Systems and Equipment: Schedule and coordinate the starting of systems, including mechanical, electrical, fire-protection, sectional overhead doors, and other machine systems with moving and functioning components.
 - 1. Notify the Architect upon completion that systems are ready for starting.
 - 2. Determine that interdependent systems are also ready.
 - 3. Follow system manufacturer's written startup instructions.
 - 4. Make drawings and specifications available for reference during startup.

5. Do not use systems during construction, unless otherwise approved by Owner.
 6. Refer to individual Specifications sections in other Divisions for startup requirements.
- B. Demonstration and Training: Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit (1) copy of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
- B. Architect shall be present for the initial punch list but is not required for additional walk-throughs unless required to resolve specific issues.

1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
 5. Establish reasonable time period between Substantial Completion and Final Completion to address above items.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- C. Reinspection Fees
1. Architect shall be compensated should the Owner, Architect be required to perform re-inspection due to the failure of the Contractor to comply with the final punch list items to be completed within the project construction schedule.
 2. Architect shall be compensated for such additional services for time and travel, including per diem. Owner will deduct the amount of such compensation from the final payment to the contractor. The amount will be at the rate of \$165.00 per man hour plus travel and subsistence costs per each re-inspection trip.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 14 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit via email to the Construction Manager.
- D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Provide cover pages that identify each binder on the front with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 4. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - 5. Remove snow and ice to provide safe access to building.
 - 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 8. Sweep concrete floors broom clean in unoccupied spaces.
 - 9. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 11. Remove labels that are not permanent.
 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 14. Replace parts subject to unusual operating conditions.
 15. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 16. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 17. Clean ducts, blowers, and coils if units were operated without filters during construction.
 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 19. Leave Project clean and ready for occupancy.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 04 0100

MAINTENANCE OF MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Chemical cleaning of brick and stone surfaces.
- B. Replacement of owner supplied brick units. Owner has limited brick available for replacement.
- C. Replacement of contractor provided stone units.
- D. Repointing mortar joints.
- E. Repair of damaged masonry.

1.02 RELATED REQUIREMENTS

- A. Section 04 0511 - Mortar and Masonry Grout.
- B. Section 04 2000 - Unit Masonry: Brick masonry units.

1.03 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
 - 1. Require attendance of parties directly affecting work of this section.
 - 2. Review conditions of installation, installation procedures, and coordination with related work.

1.05 SUBMITTALS

- A. Product Data: Provide data on cleaning compounds.
- B. Shop Drawings: Detail shoring and temporary or permanent support.
- C. Samples: Submit four samples of stone units to illustrate matching color, texture and extremes of color range.

1.06 QUALITY ASSURANCE - MASONRY WORK

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Restorer: Company specializing in masonry restoration with minimum three years of documented experience.

1.07 MOCK-UPS

- A. Restore and repoint an existing masonry wall area sized 8 feet long by 6 feet high; include in mock-up area instances of mortar, accessories, wall openings, and flashings.
- B. Clean a 10 ft by 10 ft panel of wall to determine extent of cleaning.
- C. Mock-up may remain as part of the Work.

1.08 DELIVERY, STORAGE, AND HANDLING

1.09 FIELD CONDITIONS - MASONRY WORK

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Restoration and Cleaning Chemicals:
 - 1. Diedrich Technologies, Inc; ENVIRESTORE 100: www.diedrichtechnologies.com/#sle.
 - 2. PROSOCO; EK Restoration Cleaner: www.prosoco.com/#sle.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 CLEANING MATERIALS

- A. Cleaning Agent: Detergent and Solvent cleaner type.

2.03 MORTAR MATERIALS

- A. Comply with requirements of Section 04 0511.

2.04 MASONRY MATERIALS

- A. Brick: Section 04 2000.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces to be cleaned are ready for work of this section.

3.02 PREPARATION

- A. Protect surrounding elements from damage due to restoration procedures.
- B. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories; reinstall upon completion.
- C. Separate areas to be protected from restoration areas using means adequate to prevent damage.
- D. Mask immediately adjacent surfaces with material that will withstand cleaning and restoration procedures.

3.03 REBUILDING

- A. Cut out damaged and deteriorated masonry with care in a manner to prevent damage to any adjacent remaining materials.
- B. Support structure as necessary in advance of cutting out units.
- C. Cut away loose or unsound adjoining masonry to provide firm and solid bearing for new work.
- D. Mortar Mix: Colored and proportioned to match existing work.
- E. Install built in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build in all openings, accessories and fittings.

3.04 REPOINTING

- A. Perform repointing prior to cleaning masonry surfaces.
- B. Cut out loose or disintegrated mortar in joints to minimum 1/2 inch depth or until sound mortar is reached.
- C. Use power tools only after test cuts determine no damage to masonry units will result.
- D. Do not damage masonry units.
- E. When cutting is complete, remove dust and loose material by brushing.
- F. Premoisten joint and apply mortar. Pack tightly in maximum 1/4 inch layers. Form a smooth, compact concave joint to match existing.
- G. Moist cure for 72 hours.

3.05 CLEANING EXISTING MASONRY

- A. Cleaning Detergent: Brush clean masonry surfaces at all locations with cleaning agent in accordance with the manufacturer's instructions. Saturate masonry with clean water and flush loose mortar and dirt.

3.06 CLEANING

- A. Remove excess mortar, smears, and droppings as work proceeds and upon completion.
- B. Clean surrounding surfaces.

END OF SECTION

SECTION 04 0511

MORTAR AND MASONRY GROUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mortar for masonry.

1.02 RELATED REQUIREMENTS

- A. Section 04 0100 - Maintenance of Masonry: Bedding and pointing mortar for masonry restoration work.
- B. Section 04 2000 - Unit Masonry: Installation of mortar.

1.03 REFERENCE STANDARDS

- A. ASTM C5 - Standard Specification for Quicklime for Structural Purposes; 2024.
- B. ASTM C91/C91M - Standard Specification for Masonry Cement; 2025.
- C. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2025.
- D. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2024.
- E. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2025b.
- F. ASTM C780 - Standard Test Methods for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2025a.
- G. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete; 2024.
- H. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry; 2025.
- I. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

1.04 SUBMITTALS

- A. Product Data: Include design mix and indicate whether the Proportion or Property specification of ASTM C270 is to be used. Also include required environmental conditions and admixture limitations.
- B. Samples: Submit two samples of mortar, illustrating mortar color and color range.
- C. Reports: Submit reports on mortar indicating compliance of mortar to property requirements of ASTM C270 and test and evaluation reports per ASTM C780.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.

1.06 PRECONSTRUCTION TESTING

- A. Mortar Mixes: Test mortars prebatched by weight in accordance with ASTM C780 recommendations for preconstruction testing.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

1.08 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.

- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 MORTAR AND GROUT APPLICATIONS

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.
- B. Mortar Color: Match existing mortar color.
- C. Mortar Mix Designs: ASTM C270, Property Specification.
 - 1. Exterior Repointing Mortar: Type N with maximum 2 percent ammonium stearate or calcium stearate per cement weight.

2.02 MATERIALS

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C1714/C1714M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
 - 1. Color: Standard gray.
- B. Portland Cement: ASTM C150/C150M.
 - 1. Type: Type I - Normal; ASTM C150/C150M.
 - 2. Color: Color as required to produce approved color sample.
- C. Masonry Cement: ASTM C91/C91M.
 - 1. Type: Type N; ASTM C91/C91M.
- D. Hydrated Lime: ASTM C207, Type S.
- E. Quicklime: ASTM C5, non-hydraulic type.
- F. Mortar Aggregate: ASTM C144.
- G. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
- H. Water: Clean and potable.
- I. Bonding Agent: Latex type.

2.03 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio; mix in accordance with manufacturer's instructions, uniform in coloration.
- D. Do not use anti-freeze compounds to lower the freezing point of mortar.
- E. If water is lost by evaporation, re-temper only within two hours of mixing.

PART 3 EXECUTION

3.01 PREPARATION

- A. Apply bonding agent to existing concrete surfaces.
- B. Plug clean-out holes for grouted masonry with brick masonry units. Brace masonry to resist wet grout pressure.

3.02 INSTALLATION

- A. Install mortar to requirements of section(s) in which masonry is specified.

END OF SECTION

SECTION 04 4313

STONE MASONRY VENEER

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Anchored cut stone veneer at exterior walls.
- B. Metal anchors and accessories for anchored veneer.
- C. Setting mortar.

1.02 RELATED REQUIREMENTS

- A. Section 04 0511 - Mortar and Masonry Grout: Setting and pointing mortar.

1.03 REFERENCE STANDARDS

- A. ASTM A580/A580M - Standard Specification for Stainless Steel Wire; 2023.
- B. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.
- C. ASTM C119 - Standard Terminology Relating to Dimension Stone; 2024.
- D. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2025b.
- E. ASTM C568/C568M - Standard Specification for Limestone Dimension Stone; 2022.
- F. ASTM C1242 - Standard Guide for Selection, Design, and Installation of Dimension Stone Attachment Systems; 2025b.
- G. ASTM C1528/C1528M - Standard Guide for Selection of Dimension Stone; 2020, with Editorial Revision (2025).
- H. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry; 2025.

1.04 SUBMITTALS

- A. Product Data: Provide data on stone units, mortar, and reinforcement.
- B. Samples: Submit two stone samples illustrating minimum and maximum stone sizes, color range, texture, and markings.

1.05 QUALITY ASSURANCE

PART 2 PRODUCTS

2.01 STONE

- A. Stone, General: See recommendations in ASTM C1528/C1528M.
- B. Dolomitic Limestone; complying with ASTM C568/C568M Classification II - Medium Density.
 - 1. Color: Match existing color.
 - 2. Surface Finish: Smooth; complying with ASTM C119 and ASTM C1528/C1528M.
 - 3. Acceptable Producers:
 - a. Eden Valders Stone: www.evstone.net/#sle.
 - b. Kasota Stone Fabricators, Inc: www.kasotasf.com/#sle.
 - c. Vetter Stone Co: www.vetterstone.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MORTAR APPLICATIONS

- A. At Contractor's option, mortar may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.

2.03 MORTAR MIXES

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C1714/C1714M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
 - 1. Type: Type S.
 - 2. Color: Mineral pigments added as required to produce approved color sample.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.

2.04 ACCESSORIES - ANCHORED VENEER

- A. Wall Ties: Formed steel wire, stainless steel complying with ASTM A580/A580M, eye and pintle type, with provision for vertical adjustment after attachment.
- B. Other Anchors in Direct Contact with Stone: ASTM A666 Type 304, stainless steel, of sizes and configurations required for support of stone and applicable superimposed loads.

2.05 STONE FABRICATION - ANCHORED VENEER

- A. Pattern and Coursing: As indicated in drawings.
- B. Bed and Joint Surfaces:
 - 1. Cut or sawn full square for full thickness of unit.
- C. Backs: Sawn.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that support work and site conditions are ready to receive work of this section.
 - 1. Per ASTM C1242, exterior walls to receive thin natural stone veneers should be designed with a stiffness ratio of L/1000 minimum.
- B. Verify that substrates to receive mortar scratch coat or setting bed comply with stone veneer manufacturer's instructions.

3.02 PREPARATION - ANCHORED VENEER

- A. Establish lines, levels, and coursing. Protect from disturbance.
- B. Clean stone prior to installation. Do not use wire brushes or implements that mark or damage exposed surfaces.
- C. Clean sawn surfaces of rust stains and iron particles.

3.03 INSTALLATION - ANCHORED VENEER

- A. Size stone units to fit opening dimensions and perimeter conditions.
- B. Set stone in full mortar setting bed to fully support stone over bearing surface. Use setting buttons or shims to maintain correct joint width.

3.04 CLEANING

- A. Remove excess mortar as work progresses, and upon completion of work.
- B. Use non-metallic tools in cleaning operations.

3.05 PROTECTION

- A. During temporary storage on site, at the end of working day, and during rainy weather, cover stone work exposed to weather with non-staining waterproof coverings, securely anchored.

END OF SECTION

SECTION 07 2400

EFIS CLEANING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cleaning existing EFIS walls.

1.02 SUBMITTALS

- A. Product Data: Provide data on cleaning solution.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design:
 - 1. Shorebest; SB2600 EIFScrub.
 - 2. Or approved equal.

PART 3 EXECUTION

3.01 CLEANING

- A. Clean EIFS surfaces per manufacturer's recommendations.

3.02 PROTECTION

- A. Protect completed work from damage and soiling by subsequent work.

END OF SECTION

SECTION 07 9200

JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants for exterior door frames/windows, masonry control joints and concrete sidewalk to building joints.
- B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2017 (Reapproved 2023).
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2024.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- F. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.

1.03 SUBMITTALS

- A. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Substrates for which laboratory adhesion and/or compatibility testing is required.
 - 7. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
 - 8. Sample product warranty.
 - 9. Certification by manufacturer indicating that product complies with specification requirements.
- B. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Bostik Inc: www.bostik-us.com/#sle.
 - 2. Dow Chemical Company: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - 3. Hilti, Inc: www.us.hilti.com/#sle.
 - 4. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us/#sle.
 - 5. Pecora Corporation: www.pecora.com/#sle.
 - 6. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - 7. Sika Corporation: www.usa-sika.com/#sle.
 - 8. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 - 9. W.R. Meadows, Inc: www.wrmeadows.com/#sle.
 - 10. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 01 6116.
- B. Colors: To match existing.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Color: Match adjacent finished surfaces.
 - 5. Service Temperature Range: Minus 20 to 180 degrees F.
 - 6. Manufacturers:
 - a. ADFAST Corporation; ADSEAL LM 4600 Series: www.adfastcorp.com/#sle.
 - b. ADFAST Corporation; ADSEAL DWS 4580 Series: www.adfastcorp.com/#sle.
 - c. Dow; DOWSIL 791 Silicone Weatherproofing Sealant: www.dow.com/#sle.
 - d. Dow; DOWSIL 795 Silicone Building Sealant: www.dow.com/#sle.
 - e. Pecora Corporation; Pecora 890 NST (Non-Staining Technology): www.pecora.com/#sle.
 - f. Pecora Corporation; Pecora 864 NST (Non-Staining Technology): www.pecora.com/#sle.
 - g. Tremco Commercial Sealants & Waterproofing; Spectrem 1: www.tremcosealants.com/#sle.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
 - 2. Open Cell: 40 to 50 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

SECTION 09 9113
EXTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Re-paint exposed surfaces of steel lintels and ledge angles.
 - 2. Re-paint exterior louvers.
 - 3. Re-paint exterior hollow metal doors and frames.
 - 4. Re-paint exterior overhead garage sectional doors.
 - 5. Re-paint garage opening metal corner guards.
 - 6. Re-paint exterior steel bollards.
 - 7. Re-paint exterior drive up intercom and card reader pedestals.

1.02 REFERENCE STANDARDS

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- B. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

1.03 SUBMITTALS

- A. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- B. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.05 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
 - a. Products:
 - 1) Behr Pro e600 Exterior Semi-Gloss Paint [No.PR670]. (MPI #11)
 - 2) Pittsburgh Paints Speedhide Exterior Latex, 6-900XI Series, Semi-Gloss. (MPI #11)
 - 3) Sherwin-Williams Pro Industrial Acrylic, Semi-Gloss.
 - 3. Top Coat Sheen:
 - a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
 - 4. Primer: As recommended by top coat manufacturer for specific substrate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

END OF SECTION