

PROJECT MANUAL
ORANGE BEACH EVENT PAVILION
ORANGE BEACH, ALABAMA



MCCOLLOUGH
ARCHITECTURE

4790 Main Street, Suite F-209
Orange Beach, Alabama 36561
Tel: 251.968.7222

Architect's Project: 26-10



ARCHITECTURAL SEAL	ELECTRICAL ENGINEER SEAL
	

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NOTE:

This Table of Contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the Specifications. In case of discrepancy between the Table of Contents and the Specifications, the Specifications shall govern.

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EXTRUDED ALUMINUM STRUCTURE

ADVERTISEMENT FOR BIDS

Sealed electronic bids will be received by the City of Orange Beach through the City eProcurement Portal located at <https://procurement.opengov.com/portal/orangebeachal>. until 2:00 PM, CST, Thursday October 29, 2026, for

PROJECT: RENOVATION FOR ORANGE BEACH WEDDING PAVILLION CITY OF ORANGE BEACH

Upon closing, bids will be unsealed and a preliminary bid tabulation will be available on the eProcurement Portal, <https://procurement.opengov.com/portal/orangebeachal>, for review. A final bid tab will be released after the award. Bids will not be publicly opened. Qualified contractors are invited to bid.

A cashier's check or bid bond payable to City of Orange Beach in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000.00, must accompany the bidder's proposal. If the bid is guaranteed with a cashier's check or certified check, it must be physically submitted to City Hall Reception at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama on or before 2:00 P.M. Central, October 29, 2026. The envelope containing the check must be clearly marked: 'Bid Bond Enclosed – Orange Beach Events Pavillion/2026-1029 - 'Bidder Name'. If awarded the bid and prior to beginning work, the Contractor is required to have a current City of Orange Beach Business License, furnish a Certificate of General Liability Insurance and Workers Compensation Insurance, and proof of Automobile General Liability Insurance. Insurance Certificate provided to the City shall name the City of Orange Beach as an additional insured. Performance and Payment Bonds must be executed upon award of the bid with a penalty equal to one hundred (100%) percent of the amount of the contract price.

Bid Drawings and specifications will be available and can be examined at the City Orange Beach Website on Open.Gov on or after September 29, 2026.

Name of Architect: Sted McCollough
Name of Company: McCollough Architecture
Address: 4790 Wharf Pkwy Ste 209, Orange Beach, AL 36561
Phone No.: (251) 968-7222

General Contractor Bidders may obtain a digital copy of the documents from Printing Pros in Orange Beach, Alabama. Hard copy sets of drawings and specifications will be available to qualified General Contractors and others for the cost of printing and handling directly from the document's printer: Printing Pros (22660 Canal Rd, Orange Beach, AL 36561; phone 251/974-5006). Addenda and other bidding information will be issued only to holders of drawings and specifications distributed by the Architect. Release of the Bid Documents to the bidder does not imply acceptance of the bidder's qualifications by the Owner or Architect.

Bid Documents can also be reviewed at Printing Pros. Cost of printing plans and specifications are non-refundable.

Bids must be submitted on proposal forms furnished by the Architect or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors

must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interests of the Owner will thereby be promoted.

Nonresident bidders must accompany any written Bid Documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidder's state or domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

A Pre-Bid Conference will be held at the City of Orange Beach at the office of the City Clerk located at Orange Beach City Hall, 4099 Orange Beach Blvd Orange Beach, AL 36561 at 2:00 P.M. Thursday, October 15th 2026. **Attendance by General Contractor Bidders at Pre-Bid Conference is mandatory.**

Awarding Authority:
City of Orange Beach

Architect:
McCollough Architecture: Sted McCollough, President



**INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS
(PUBLIC WORKS PROJECTS)**

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the City of Orange Beach. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Or downloaded from the City's website:
www.orangebeachal.gov, see "Bids"

3.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE

- 3.1 Carefully examine the Bid Documents, Specifications, and the Work Site.
- 3.2 Bids shall include all costs required to execute the work under the existing conditions.
- 3.3 Extra payments will not be made for conditions which can be determined by examining the documents and the site.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Procurement Officer (Renee Eberly at 251-981-6806 or reberly@orangebeachal.gov).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.orangebeachal.gov.
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 City of Orange Beach is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." City of Orange Beach will check the total sum printed by the Bidder, and, in case of error or discrepancy, the unit price shall prevail and the total shall be corrected.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
 - The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by City of Orange Beach, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. City of Orange Beach reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

- 9.1 City of Orange Beach will award a single contract, dependent on the availability of funds.
- 9.2 The contract will be awarded to the lowest responsive qualified contractor, subject to City of Orange Beach 's right to reject any or all bids and to waive informality and irregularity in bids and bidding.
- 9.3 City of Orange Beach shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

10.0 SAMPLE OF MATERIALS

Sample of items, when required, must be furnished free of expense to City of Orange Beach, if not destroyed, will upon request be returned at the bidder's expense.

11.0 PRE-QUALIFICATION OF CONTRACTORS

Each Bidder shall be prepared, if requested by City of Orange Beach, to present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract. City of Orange Beach reserves the right to disqualify any bidder who, in the sole judgement of City of Orange Beach, fails to adequately demonstrate qualifications and experience sufficient to enable that bidder to successfully complete the scope of work under this Contract.

12.0 EXECUTION OF CONTRACT

- 12.1 Within ten (10) days of Notice of Award, the Contractor shall deliver to City of Orange Beach proof of insurance as required by Contract Documents. All proof of insurance shall be approved by City of Orange Beach before the Contractor may proceed with Work.
- 12.2 The Contractor shall commence work within ten (10) days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

13.0 LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

14.0 ALABAMA LICENSE CONTRACTOR

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed contractors in the State of Alabama and must state their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a General Contractor's License; however, all other requirements shall remain the same.

15.0 BUSINESS LICENSE

The successful bidder will be required to obtain a City of Orange Beach Business License in order to operate within the Corporate Limits.

16.0 BID BOND

All bids in excess of Fifty Thousand Dollars (\$50,000.00) shall require a bid bond equal to 5% of the contract amount or \$10,000, whichever is lesser. Bid bonds will be returned by City of Orange Beach after the contract has been awarded.

17.0 PERFORMANCE BOND

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice of Award.

18.0 LABOR & MATERIALS BOND

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

19.0 INSURANCE REQUIREMENTS

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as the City of Orange Beach review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Builder's Risk Insurance

The Contractor is required to carry Builder's Risk on 100% of the project throughout the entirety of the job.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering all workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse City of Orange Beach as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess

Liability provides coverage on a pure/true follow-form basis, or City of Orange Beach is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse City of Orange Beach as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Orange Beach.”

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of City of Orange Beach. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

City of Orange Beach reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City of Orange Beach reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City of Orange Beach shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of City of Orange Beach, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide the City of Orange Beach a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify City of Orange Beach immediately with specifics as to which coverage is no longer in compliance. City of Orange Beach shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to City of Orange Beach evidencing the replacement coverage. The Contractor agrees City of Orange Beach reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to City of Orange Beach. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees City of Orange Beach shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by City of Orange Beach.

The Contractor agrees the Certificate(s) of Insurance shall:

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Orange Beach
Attn: City Clerk
P.O. Box 458
Orange Beach, AL 36561
Fax (251) 981-1442

COMPLETION DATE

- 19.1 Unless otherwise specified by City of Orange Beach, the Contractor shall commence the work within ten (10) days from the date of receipt of the Notice to Proceed, and shall complete the work within **Ninety days (90)** calendar days from the date of receipt of the Notice to Proceed. There are no exceptions due to holidays or blackout dates on this project.
- 19.2 The completion date shall not be extended except for unavoidable delays caused by, but not limited to, fires, floods, storms, strikes, accidents, or other circumstances beyond the Contractor's control. The Contractor may request additional completion time within one week from the occurrence of the delay. City of Orange Beach shall be the sole judge of such "unavoidable delays," and the extent thereof. In the event that such a determination is made, the date of completion shall be extended by a length of time equal to that lost by such circumstances. City of Orange Beach shall not be liable to the Contractor for any damages or additional compensation as a consequence of any delay, hindrance, interference, or other similar event beyond City of Orange Beach 's control. Failure by the Contractor to notify City of Orange Beach within one week from the occurrence of delay will constitute a forfeiture of any potential time extension.

20.0 LIQUIDATED DAMAGES

- 20.1 Deduction at the rate of **Seven Hundred and Fifty Dollars (\$750.00) per day** shall be made from the total Contract price for each and every calendar day beyond the thirty (30) days from the date of Notice to Proceed that the work remains not satisfactorily completed.
- 20.2 The above mentioned sum shall be deducted as Liquidated Damages. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to City of Orange Beach without limiting City of Orange Beach 's right to terminate this agreement for default as provided elsewhere herein.

21.0 DEFAULT OF CONTRACTOR

In cases of default of the contractor, City of Orange Beach may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.

22.0 PAYMENT

The Bidder may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.

SECTION 00 3100**AVAILABLE PROJECT INFORMATION****PART 1 GENERAL****1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Alabama Line Locator Service - Alabama 811: www.al1call.com.
 - 1. To utilize AL 811 services and comply with Alabama Law excavators need to call Alabama 811 at least 48 hours, excluding weekends and holidays, prior to commencing work.
 - 2. Contact Alabama 811 by calling 1-800-292-8525, or #DIG which is a free call with certain wireless providers. Approved users may notify AL 811's members through the remote ticket entry program.
- C. Geotechnical Report: Report of Geotechnical Exploration, Ono Island Fire Station No. 4, Orange Beach, Alabama, Prepared by GeoCon Engineering & Materials Testing, Inc. and dated in the year, 2020.
 - 1. Copy is attached following this Section.
 - 2. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
 - 3. The commendations described shall not be construed as a requirement of this Contract, unless specifically reference in the Contract Documents.
 - 4. This report, by its nature cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Price accruing to Owner.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION (NOT USED)**

END OF SECTION

SECTION 00 4000

PROCUREMENT FORMS AND SUPPLEMENTS

PART 1 GENERAL

- 1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED, UNLESS LEGAL COPIES ARE INCLUDED IN THE PROJECT MANUAL.
- A. AIA documents may be obtained individually at the following web site:
<https://documentsondemand.aia.org>.
 - B. AIA document bulk licensing may be obtained at the following web site:
<http://www.aia.org/contractdocs/forcontractors/index.htm>.
- 1.02 FORMS
- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
 - B. Instructions to Bidders: AIA A701.
 - C. Substitution Request Form (During Procurement): CSI Form 1.5C, 2013 Edition.
 - D. Bid Form: Section 00 4100 - Bid Form.
 - E. Procurement Form Supplements:
 - 1. Bid Form: 00 4100.
 - 2. Substitution Request Form (for substitutions requested with bid): 00 4325 - Substitution Request Form, CSI/CSC Form 1.5C - Substitution Request Form (During the Bidding/Negotiating Stage).
 - 3. Proposed Schedule of Values Form: AIA G703.
 - F. Representations and Certifications:
 - 1. Bidder's Qualifications: AIA A305.
- 1.03 REFERENCE STANDARDS
- A. AIA A305 - Contractor's Qualification Statement; 1986.
 - B. AIA A310 - Bid Bond; 2010.
 - C. AIA A701 - Instructions to Bidders; 2007.
 - D. AIA G703 - Continuation Sheet; 1992.
 - E. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

ALL CONTRACTORS ARE TO COMPLETE AND UPLOAD THIS FORM AS WELL AS COMPLETING THE BID FORM IN OPENGOV. WHILE COMPLETING THE BID FORM IN OPENGOV, THE CONTRACTOR IS TO WRITE IN \$10,000 IN THE CONTINGENCY LINE.

BID FORM

TO: **The City of Orange Beach**, Orange Beach, Alabama, hereinafter called the Owner

Date: _____

In compliance with the Invitation to Bid and subject to all the conditions thereof, the undersigned

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK: ORANGE BEACH WEDDING VENUE in accordance with Drawings and Specifications, dated
_____, prepared by McCollough Architecture, Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of _____,
having its principal offices in the City of _____,
is: a Corporation a Partnership an individual (other) _____.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if
Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become
fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications
(including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto,
and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

ALLOWANCE NO. 1: Bidders shall include a \$10,000.00 contingency in their bid.

_____ Dollars (\$ _____)

TOTAL BID (including Base Bid & Allowance):

_____ Dollars (\$ _____)

UNIT PRICE: Provide unit prices in accord with Section 01 2700 – Unit Price

Unit Price 1: Removal & Replacement of Unsuitable Soils per cubic yard.

\$ _____

Attach Section 004102 – Bid Proposal Form Attachment "A" to this Bid Proposal Form.

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed
Performance and Payment Bonds Alternates and evidence of insurance within fifteen calendar days, or
such other period stated in the Bid Documents, after the contract forms have been presented for
signature, provided such presentation is made within 30 calendar days after the opening of bids, or such
other period stated in the Bid Documents. As security for this condition, the undersigned further agrees

that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate blank and provide the applicable information.)

_____ Bid Bond, executed by _____ as Surety,
_____ a cashier's check on the _____ Bank of _____,
for the sum of _____ Dollars
(\$ _____) made payable to the Owner.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

*** Name (type or print)** _____ (Seal)

*** Title** _____

Telephone Number _____

* If other than the individual proprietor, or an above-named member of the Partnership, or the above-named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

- END OF PROPOSAL FORM -



ATTACHMENT 'A' TO BID FORM
Orange Beach Event Pavilion
Sales Tax

1.1 SALES TAX:

- A. The undersigned provides the following Sales Tax value for information only. This value is NOT to be included as part of the base bid.
- B. Submit the following Sales Tax Value within 24 hours of the time scheduled for the opening of bids.

<u>ITEM</u>	<u>TOTAL</u>
Base Bid Sales Tax	\$
TOTAL	\$

END OF ATTACHMENT A TO BID FORM

**SECTION 00 4301****BID FORM SUPPLEMENTS COVER SHEET****TO (OWNER):** City of Orange Beach**OWNER'S PROJECT NUMBER:** Resolution No. 26-10**PROJECT:** ORANGE BEACH WEDDING VENUE**DATE:** _____**SUBMITTED BY:** (BIDDER TO INSERT FULL NAME AND ADDRESS)

In accordance with Section 00 2113 - Instructions to Bidders and Section 00 4100 - Bid Form - , we include the Supplements To Bid Form listed below. The information provided shall be considered an integral part of the Bid Form.

SUPPLEMENTS TO BID FORM

00 4102 – Attachment A to Bid Form Sales Tax

00 4310.10 – Affidavit of Contractor

00 4310.12 – AIA Document 305-1986

00 4313 – Bid Bond

00 4519.12 – Disclosure Statement

00 4600 – Everify MOU

SIGNATURE(S)**THE CORPORATE SEAL OF**

(Bidder please print the full name of your Proprietorship, Partnership, or Corporation)

WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

(Authorized signing officer Title)

(SEAL)

(Authorized signing officer Title)

(SEAL)**END OF BID FORM SUPPLEMENTS COVER SHEET**

**REQUIREMENTS FOR CONTRACTS AND PURCHASES**

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with The City of Orange Beach to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at reberly@orangebeachal.gov.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.



AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name)
who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by City of Orange Beach, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____,
20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

 AIA® Document A305™ – 2020
Contractor's Qualification Statement

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)

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

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor/Principal)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

are held and firmly bound unto **The City of Orange Beach**, as obligee, in the full and just sum of:

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its bid for:

ORANGE BEACH EVENT PAVILION

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a formal Contract, and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the full amount of said bond. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

SIGNED, SEALED AND DELIVERED _____
(Date)

Witness

Witness

Principal (Seal)

Surety (Seal)

Title

Title

Bids will not be considered unless Bid Bond is signed by Principal and Surety,
or in lieu thereof, a certified check must accompany the bid.



SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____
Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____

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

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

The Undersigned certifies:

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

Submitted by: _____
Signed by: _____
Firm: _____
Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

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

Signed by: _____

Date: _____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

Page 1 of 13 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:			
North American Industry Classification Systems Code:			
Parent Company:			
Number of Employees:			
Number of Sites Verified for:			
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:			
State	Number of sites	Site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

- 1.1 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.
- 1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT
 - A. The Agreement is based on AIA A101.
 - B. The General Conditions are based on AIA A201.
- 1.3 FORMS
 - A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
 - B. Bond Forms:
 - 1. Performance and Payment Bond Form: AIA A312.
 - C. Post-Award Certificates and Other Forms:
 - 1. Submittal Transmittal Form: AIA G810.
 - 2. List of Subcontractors: AIA G805.
 - 3. Certificate of Insurance Form: Acord certificates as required by insurance type.
 - 4. Schedule of Values Form: AIA G703.
 - 5. Application for Payment Form: AIA G702 and G703.
 - 6. Consent of Surety to Final Payment: AIA G707.
 - 7. Consent of Surety to Reduction of Retainage Form: AIA G707A.
 - D. Clarification and Modification Forms:
 - 1. Supplemental Instruction Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.
 - E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
 - 2. Affidavit of Payment of Debts and Claims Form: AIA G706.
 - 3. Affidavit of Release of Liens Form: AIA G706A.
 - 4. Consent of Surety to Final Payment Form: AIA G707.
- 1.4 REFERENCE STANDARDS
 - A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a stipulated sum; 2017.
 - B. AIA A201 - General Conditions of the Contract for Construction; 2017.
 - C. AIA A312 - Performance Bond and Payment Bond; 2010.
 - D. AIA G701 - Change Order; 2017.

- E. AIA G702 - Application and Certificate for Payment; 1992.
- F. AIA G703 - Continuation Sheet; 1992.
- G. AIA G704 - Certificate of Substantial Completion; 2000.
- H. AIA G710 - Architect's Supplemental Instructions; 1992.
- I. AIA G714 - Construction Change Directive; 2007.
- J. AIA G810 - Transmittal Letter; 2001.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

AIA[®] Document A101[™] – 2017

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

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

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

and the Contractor:
(Name, legal status, address and other information)

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

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

AIA Document A101[™] – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:48:50 ET on 02/13/2019 under Order No. 6205861564 which expires on 03/05/2020, and is not for resale.

User Notes:

AGREEMENT FORM

(3B9ADA4C)
005200 1 OF 8

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

§ 3.3 Substantial Completion

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

Init.

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

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Five (5%) percent.

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ **Litigation in a court of competent jurisdiction:** If mediation is not successful, the parties will file a civil action lawsuit in the Circuit Court of Baldwin County wherein both parties agree to waive a jury trial.

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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

§ 8.3 The Contractor's representative:

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

Init.

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

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

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User Notes:

AGREEMENT FORM

(3B9ADA4C)
005200 8 OF 8



AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

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

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

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

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

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

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§ A.2.3 Required Property Insurance

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

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

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

Causes of Loss	Sub-Limit

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

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

[] § A.2.5.2 Other Insurance

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than **[] (\$)** each occurrence, **[] (\$)** general aggregate, and **[] (\$)** aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- ☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type**Penal Sum (\$0.00)**

Payment Bond

Performance Bond

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

**PERFORMANCE BOND (SAMPLE)**

KNOW ALL MEN:

That we _____, hereinafter called the Principal,
(Insert here the name and address or legal title of the Contractor) _____

_____, hereinafter called the Surety,

(Insert here the name and address or legal title of the Surety) are held and firmly bound unto the Owner in the sum of _____ (\$_____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the Owner for _____ which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that said Surety, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any

way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED this _____ day of _____.

Attest: (Corporate Principal Sign Here) _____

By: _____

Attest: (Surety Sign Here) _____

By: _____

COUNTER-SIGNED: _____

By: _____



LABOR AND MATERIALS BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____,
 as Principal, and _____, as
 Surety, are held and firmly bound unto said Owner, hereinafter called the Obligee, in the penal sum of
 _____ Dollars (\$_____)
 lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs,
 personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with said Obligee dated
 _____, hereinafter called the Contract, for _____
 and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW THEREFORE, the conditions of the obligation are such that if the Principal and all subcontractors to whom any portion
 of the work in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make
 payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work
 provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of
 reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising
 out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force
 and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them, but not later than one (1) year after the final settlement of said Contract falls due, in which action such claim or claims shall be adjusted and judgement rendered thereon.
- (b) The Principal and Surety hereby designate and appoint _____, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.

- (e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled, "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon."
- (f) The full name and residence of each individual party to the bond must be inserted in the first paragraph.
- (g) If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
- (h) The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
- (i) The date of the bond must not be prior to the date of the Contract.

SIGNED, SEALED, AND DELIVERED this _____ day of _____.

Attest:

(Corporate Principal Sign Here)

By: _____

Attest:

(Surety Sign Here)

By: _____



SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____
Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation: _____
Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase — Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: ☐

A/E's REVIEW AND RECOMMENDATION

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

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- ☐ Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E

DRAFT AIA® Document G701™ - 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be
The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	0.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CERTIFICATE INFORMATION:

Certificate Number:

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Do not staple this form and/or attachments; use clips.

GENERAL CONTRACTOR'S ROOFING GUARANTEE

DCM (BC) Project No. _____

Project Name & Address	Project Owner Entity(ies) Name(s) & Address(es)
------------------------	---

General Contractor's Company Name, Address, & Telephone Number	EFFECTIVE DATES OF GUARANTEE
	Date of Acceptance:
	Date of Expiration:

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.
2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the general contractor did not damage or did not accomplish or was not charged to accomplish.
3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

- A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.
- B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.
- C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.
- D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
- E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, 20 _____.

General Contractor's Authorized Signature

Typed Name and Title

FORM OF ADVERTISEMENT FOR COMPLETION**LEGAL NOTICE**

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given
that _____

(Contractor) Contractor, has completed the Contract for (Construction) (Renovation) (Alteration) (Equipment)
(Improvement) of _____ (Name of Project)

at _____

(Insert location data in County or City)

for the State of Alabama and the (County) _____, Owner(s), and have made request
for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in
connection with this project should immediately notify

_____(Architect)

(Contractor)

(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding
\$50,000.00, for projects of less than \$50,000.00, run one time only. Proof of publication
is required.

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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



THE OWNER:
(Name, legal status and address)



THE ARCHITECT:
(Name, legal status and address)



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- 12 UNCOVERING AND CORRECTION OF WORK

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;

- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

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

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

**WAIVER AND RELEASE OF LIEN (SAMPLE)**

FROM:

TO: City of Orange Beach (Owner)

PROJECT: Orange Beach Event Pavilion

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **City of Orange Beach** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **City of Orange Beach** on the referenced project on account of labor, services, equipment, materials, etc. furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor, equipment, services, and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will indemnify, defend at its expense, and save the **City of Orange Beach** harmless from any and all claims or liens arising out of the undersigned's furnishing of labor, equipment, services, and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the **City of Orange Beach** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **City of Orange Beach** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2021.

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me the undersigned Notary Public in and for said County and State, _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.



SECTION 00 7300 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 RELATED SECTIONS

Section 00 5000 - Contracting Forms and Supplements.

1.3 MODIFICATIONS TO GENERAL CONDITIONS ARTICLE 1.1

- BASIC DEFINITIONS

After Section 1.1.8, add the following definitions:

1.1.9 Miscellaneous Definitions

- .1 The term "product" includes materials, systems, and equipment.
- .2 The term "furnish" means to supply and deliver to project site.
- .3 The term "install" means to place in position for service or use.
- .4 The term "provide" includes furnishing and installing a product, complete in place, tested and approved.
- .5 The term "building code" and the term "code" refer to regulations of governmental agencies having jurisdiction.
- .6 The terms "approved", "required", and "as directed" refer to and indicate the work or materials that may be approved, required, or directed by the Architect acting as the agent of the Owner.
- .7 The term "similar" means in its general sense and not necessarily identical.
- .8 The terms "shown", "indicated", "detailed", "noted", "scheduled", and terms of similar import, refer to requirements contained in the Contract Documents.
- .9 Project Manual: The Project Manual is the volume usually assembled for the Work which includes the Bid Documents, Contract Documents, and Specifications.

1.4 ARTICLE 3 - CONTRACTOR

Delete Paragraph 3.6 and replace with the following;

3.6 TAXES

- 3.6.1 Contractor shall not include sales and use taxes in the Contract Amount. The Base Bid and all Alternate Bids submitted on the proposal form will NOT INCLUDE the cost of taxes including sales taxes and use taxes. See section 00 7323 ADOR.
- 3.6.2 After selection of successful contract bidder, Owner and Contractor will enter into an purchasing agency agreement. Contractor shall act as agent of the Owner for the purpose of

purchasing materials relating to the Work of this Contract. Payment for such materials shall be made directly by Owner.

3.6.2.1 Owner will provide necessary agreement and forms at the time when Agreement is executed.

ARTICLE 5 - SUBCONTRACTORS

Add the following subparagraph:

5.2.5 Not later than 15 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor.

ARTICLE 7 - CHANGES IN THE WORK

Add the following subparagraphs:

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

- .1 For the Contractor, for Work performed by the Contractor's own forces, 20 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, 10 percent of the amount due the Subcontractors.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 15 percent of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$5,000.00 be approved without such itemization.

ARTICLE 8 - TIME

Add the following subparagraph:

8.1.5: Contract Time commences at the time indicated in a written Notice To Proceed. The Work shall be Substantially **Complete on or before 65 days after the Notice to Proceed at 5:00 pm CST on that day.** See Section 01 1000 - Summary, 1.02 D. for other pertinent dates.

ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following subparagraph:

9.3.1.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

9.3.1.4 Until all work is satisfactorily completed in accordance with this agreement and all closeout requirements have been provided, less five percent (5%) of the amount of such estimate which is to be retained by the Owner.

Add the following section:

9.11: Liquidated Damages:

9.11 Liquidated Damages shall be \$750 per day.

ARTICLE 11 - INSURANCE AND BONDS

ARTICLE 11.1 - CONTRACTORS LIABILITY INSURANCE

Contractors Liability Insurance: Add the following Section 11.1.1.9:

11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.1 and 9.10.2.

ARTICLE 11.1.1.8.5 Builder's Risk Insurance

1. The Builder's Risk Policy shall cover the interests of the Owner, Contractor and Subcontractors in the Work. The policy amount shall be equal to 100% of the Contract Sum, plus the value of subsequent Change Orders and cost of materials supplied or installed by others, comprising total value for the Work at the site on a replacement cost basis without optional deductibles. The policy shall be maintained until final payment has been made as provided in Article 9.10 of the General Conditions or until no person or entity other than the Owner has an insurable.

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 Insurance coverage required by Section 11.1.1 shall be written for not less than the following amounts, or greater if required by law:

1. Workers Compensation and Employer's liability:

- a) State: Statutory
- b) Applicable Federal: Statutory
- c) Employer's Liability:
 - (1) \$1,000,000.00 per accident.
 - (2) \$1,000,000.00 Disease, Policy Limit.
 - (3) \$1,000,000.00 Disease, Each Employee.

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- a. a) Each Occurrence: \$1,000,000.00
- b. General Aggregate: \$2,000,000.00
- c. Personal and advertising injury: \$1,000,000.00
- d. Products completed operations aggregate: \$2,000,000.00
 - b) Policy shall be endorsed to have the general aggregate per project. in the amount of \$2,000,000.00.
 - c) Products and Completed Operations to be maintained ONE (1) year after either 90 days after Substantial Completion or final payment, whichever is earlier.
 - d) Automobile Liability Insurance (including owned, non-owned and hired vehicles):
 - Each Occurrence: \$1,000,000.00
 - e) Umbrella Excess Liability:
 - 1) \$1,000,000.00 over primary

insurance. Add the following Section 11.1.2.2:

11.1.2.2 All Contractors insurance policies shall name the Architect and Owner as additional insureds.

Add to Section 11.1.3:

Notice of Insurance shall be filed with all named insureds including written notice of cancellation. In addition of Notice of Cancellation, notify named insureds within Ten (10) days for nonpayment of

premium. Add Section 11.1.3.1:

11.1.3.1 Certificates of insurance shall be in the form of Acord Form 25-S, supplemented by AIA Document G715, "Supplemental Attachment", or otherwise acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- 1) Name and address of authorized agent of the insurance company
- 2) Name and address of insured and additional insureds.
- 3) Name of insurance company or companies
- 4) Description of policies
- 5) Policy Number(s)
- 6) Policy Period(s)
- 7) Limits of liability
- 8) Name and address of Owner as certificate holder
- 9) Project Name and Number if any
- 10) Signature of authorized agent of the insurance company
- 11) Mandatory thirty (30) day notice of cancellation / non-renewal / change

ARTICLE 11.4 - PERFORMANCE BOND AND PAYMENT BOND

11.4.3: The bond value requirements are as follows:

Provide bonds on City of Orange Beach Forms.

Provide a 100 percent Performance Bond.

Provide a 100 percent Payment Bond.

1. Deliver bonds with the Construction Contract and Certificate of Insurance for final approval and execution of the Contract.

ARTICLE 15.3 - MEDIATION

Add the following at the beginning of the first sentence in 15.3.1:

15.3.1 With the mutual agreement of the parties to the claim or dispute,

ARTICLE 15.4 - ARBITRATION

Delete Article 15.4 in its entirety. The parties may, by mutual agreement of all parties involved, submit claims to binding arbitration.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT



SECTION 00 7323.22 SALES AND USE TAX SAVINGS

PART 1 GENERAL

1.1 PURPOSE

The Local Owner, City of Orange Beach, is a Tax Exempt Instrumentality of the State of Alabama. The contractor will purchase material for the project tax free under a tax exempt certificate.

1.2 SALES AND USE TAXES ARE NOT INCLUDED IN THE CONTRACT AMOUNT

The Base Bid (and all Alternate Bids) submitted on the proposal form WILL NOT INCLUDE the cost of all required taxes, including sales and use taxes; therefore, sales and use taxes will not be included in the Contract amount. The tax savings shall be listed on the proposal form attachment with each bid proposal.

PART 2 GENERAL PROVISIONS

2.1 PRECEDENCE

The provisions of this Section take precedence over the printed forms, "Instructions to Bidders", "General Conditions of the Contract", as modified and "Supplementary General Conditions". Unaltered provisions of these documents remain intact.

2.2 BID PROPOSALS

The Contractor shall submit its proposal for Base Bid and proposals for each Alternate Bid, if any, with the inclusion of all required taxes noted on the bid proposal attachment.

2.3 ADMINISTRATION

- A. ADOR shall issue certificates of exemption from sales and use tax to governmental entities for each tax exempt project. Both the governmental entity and the contractor shall apply for certificates of exemption.
- B. Certificates shall only be issued to contractors licensed by the State Licensing Board for General Contractors or any subcontractor working under the same contract.
- C. Items eligible for exemption from sales and use tax are building materials, construction materials and supplies and other tangible personal property that become part of the structure per the written construction contract.
- D. ADOR will handle the administration of certificates of exemption and the accounting of exempt

purchases. ADOR will have the ability to levy fines and may bar the issuance or use of certificates of exemption upon determination of willful misuse by the contractor or a subcontractor.

2.4 CONTRACTOR ADMINISTRATIVE COSTS

Any and all costs incurred by the Contractor's administration of purchases pursuant to the provisions of this Section shall be considered to be included in the Contract Amount. No additional costs shall be added to the Contract amount because of the service provided by the Contractor in the purchase of materials for this project in the name of the Local Owner.

2.5 EFFECT OF PAYMENTS

In preparing monthly requests for payment, the Contractor will determine the value of stored materials in accordance with the procedures and forms contained herein. The calculation of the amount to be retained from the contractor's monthly payments will be the percentage of the retainage specified in the General Conditions of the Contract applied against the sum of the value of completed work plus the value of stored materials.

2.6 SUBCONTRACTORS AND SUPPLIERS

The Contractor shall include provisions in all subcontractors and purchase orders requiring subcontractors and suppliers and their subcontractors and sub-suppliers to also effect the sales and use tax savings procedures set forth therein, fully utilizing the applicable forms bound herein.

2.7 FAILURE TO ADMINISTER

In the event that Contractor, or any of its subcontractors or suppliers at any tier, arbitrarily pays for materials that should have been purchased tax free per the tax exemption certificate, the Local Owner may, at its discretion, reduce the amount to be paid. A decision by the Contractor to waive these procedures in order to expedite delivery of materials in emergency or critical situations will not be deemed a failure to administer.

2.8 DISCOUNTS

In the event there is entitlement to a discount because of timely payments for purchases made pursuant to this Section, such discount shall be equally divided between the Contractor and Local Owner.

2.9 RESPONSIBILITY FOR MATERIALS

Notwithstanding this special purchase arrangement, the Contractor shall be responsible for all materials purchased hereunder, the same as would have been the case if these tax savings procedures were not implemented. Such responsibility of the Contractor shall include, but not be limited to, selecting, describing, ordering, obtaining approvals, submitting samples, coordinating, processing, preparing shop drawings, expediting deliveries, receiving and unloading, inspecting, properly storing and protecting, insuring, and guaranteeing the materials.

2.10 WARRANTIES

The purchase of materials pursuant to this Section shall not relieve the Contractor of its obligation to provide warranties specified elsewhere in these project specifications in full force and effect, the same as if these procedures were not implemented. If the purchase of an item in accordance with these procedures will invalidate the warranty offered and/or required for that item, the Contractor

shall notify the Architect and Local Owner of the condition prior to purchasing the item so that the Local Owner may evaluate its option to waive these procedures for that purpose. If materials purchase pursuant to this Section fail to meet the requirements of the plans and specifications, the Contractor, as agent of the Local Owner or its assigns, will be responsible to enforce and pursue, at Contractor's cost and expense, including attorney's fees, all warranty actions against vendors or others responsible for the furnishing of such defective or non-complying materials to Local Owner.

2.11 TAX EXEMPT CERTIFICATE

The contractor must apply for a certificate of tax exemption from ADOR. See

Document 00 7323.44 - Form ST: EXC-01 and instructions.

PART 3 – PROCEDURES

3.01 MATERIAL PURCHASES

A certificate of tax exemption provided by ADOR and applied for by the contractor.

END OF SECTION

SECTION 01 0500 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
 - 1. Site lay-out work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The Contractor shall identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to lay-out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.
 - 3. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.
 - 1. Prior to construction, verify the location and invert elevation at points of connections of sanitary sewer, storm sewer and water service piping.

3.2 PERFORMANCE

- A. Working from lines and levels established by the property survey, establish benchmarks and

markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: maintain a surveyor's log of control and other survey work. Make this log available for reference.
1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
1. Contractor shall be responsible for providing an as-built survey for all sanitary and stormwater- related site improvements. As-built survey shall be prepared and certified by a Florida registered land surveyor and shall include, at a minimum, all invert elevations, slopes, pipe sizes, top of structure elevations, and inlet elevations. Submit survey to Architect prior to Substantial Completion.
- D. Building Lines and levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical work.
- E. Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION 01 0500

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Project: A New Event Pavilion for Coastal Arts Center
- B. Owner: City of Orange Beach
4099 Orange Beach Blvd.
20499 Oak Road East
Orange Beach, Alabama 36561
- C. Architect: McCollough Architecture, Inc.
4790 Main Street, Suite F-209
Orange Beach, Alabama 36561

- D. In general, the work consists of a covered single-story open air pavilion to serve as an accessory building for the Coastal Arts Facility in Orange Beach. The building consists of approximately 2,800 square feet with related power and limited water service. Site work is limited to limited grading around the proposed building with limited utility connections.

1.2 RELATED DOCUMENTS

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

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of furnishing material, labor, equipment, tools, and other incidentals required to construct the facilities and make them complete for occupancy by Orange Beach Fire Rescue.
- B. The Work consists of construction of a new, single-story fire rescue station and related site improvements.
- C. The Work will be constructed under a single prime contract.

1.4 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall limit their controlled area to insure that the adjacent Coastal Arts building remains fully functional and operational at all times. The controlled area shall be minimized on the west side (Coastal Arts Building side). Lay down and site storage shall be primarily located on the east side to maximize use of the existing complex.
- B. Use of the Site: Confine operations to areas within contract limits. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1.5 OWNER-FURNISHED EQUIPMENT

- A. The Owner will furnish certain equipment for installation by the Contractor as well as equipment that the Owner will both furnish and install. Certain equipment items are to be contractor furnished and installed.

1. Refer to the construction documents for Owner furnished and/or installed items.

- B. The Owner will arrange and pay for delivery to the site and placement within the buildings all Owner-furnished equipment according to the Contractor's Construction Schedule. Contractor shall provide all required utility services as indicated on drawings and connect the Owner-furnished, contractor-installed items.
1. The Contractor shall designate delivery dates of Owner-furnished equipment items in the Contractor's Construction Schedule.
 2. The Contractor is responsible for protecting Owner-furnished equipment from damage including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of his operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

END OF SECTION 01 1000

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

- A. Allowances shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site. Include the following allowances in the Contract Sum:
- B. Advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- C. Submit invoices to show cost of products furnished under each allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order.

1.2 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Indicate on the Bid Form amounts to be deducted from or added to the Contract Sum for the following alternates if applicable.

1.3 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor on AIA Document G709, Architect will issue a Change Order on AIA Document G701, for all changes to the Contract Sum or the Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive on AIA Document G714, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.

1.4 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least ten (10) days before the initial Application for Payment. Break down the Contract Sum into at least one-line item for each Specification Section in the Project Manual table of contents. Coordinate the Schedule of Values with Contractor's Construction Schedule.
 - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

2. Provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.
- B. Submit three (3) copies of each application for payment on AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.
1. 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.
 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation.
 - a. Include consent of surety to final payment on AIA Document G707 and insurance certificates.
 - b. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 2000

SECTION 01 2700 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is price per unit of measurement for materials or services added to or deducted from the Contract Sum by Change Order, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, and all overhead and profit for general contractor and subcontractor(s).
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1: Removal and Replacement of Unsuitable Soils.

1. Description: After Contractor has stripped and cleared the site, the Contractor's geotechnical engineer shall check and probe the subgrade to identify unsuitable soil material. Unsuitable soils shall be removed, disposed of off-site, and replaced with suitable, inorganic structural fill which shall be placed and compacted in accordance with Section 02 3000-EARTH MOVING.
2. Unit of Measurement: Cubic yard of soil excavated and replaced. Quantity shall be determined through verification of actual quantity of backfill placed and compacted in the overexcavated areas from which the unsuitable material was removed.
3. Base Bid Quantity: Base Bid shall include the removal and replacement of unsuitable soils referenced in the Geotechnical Report and Civil Drawings.
4. Adjustment to Contract Sum: If the actual amount of work is either more or less than the Base Bid Quantity, the Contract Sum will be adjusted by a Change Order using the unit price in the Contract.

END OF SECTION 01 2700

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Schedule and conduct progress meetings at Project site at weekly intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
 - 1. Record minutes and distribute to everyone concerned, including Owner and Architect.

1.2 SUBMITTAL PROCEDURES

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Submit three (3) copies of each submittal. Architect will return one copy.
 - 3. Architect will discard submittals received from sources other than Contractor.
- B. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of subcontractor or supplier.
 - 5. Number and title of appropriate Specification Section.
- C. Identify deviations from the Contract Documents on submittals.
- D. Contractor's Construction Schedule Submittal Procedure: Submit two (2) copies of schedule within five (5) days after date established for Commencement of the Work.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
 - 1. Manufacturer's written recommendations, product specifications, and installation instructions.

2. Wiring diagrams showing factory-installed wiring.
 3. Printed performance curves and operational range diagrams.
 4. Testing by recognized testing agency.
 5. Compliance with specified standards and requirements.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (762 by 1067 mm). Include the following:
1. Dimensions and identification of products.
 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 3. Wiring diagrams showing field-installed wiring.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
1. If variation is inherent in material or product, submit at least three (3) sets of paired units that show variations.

2.2 INFORMATION SUBMITTALS

- A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within thirty 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Architect will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return copies less those retained.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.
- B. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. As the Work progresses, indicate Actual Completion percentage for each activity.

END OF SECTION 01 3000

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Testing and inspecting services are specified in other Sections of these Specifications or are required by authorities having jurisdiction and shall be performed by independent testing agencies.
 - 2. Where quality-control services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these services.
 - 3. Contractor is responsible for scheduling times for tests, inspections, and obtaining samples and notifying testing agency.
 - 4. Retesting and Reinspecting: Contractor shall pay for additional testing and inspecting required as a result of tests and inspections indicating noncompliance with requirements.
- B. Submittals: Testing agency shall submit a certified written report of each test and inspection to Contractor, Owner, Architect, and to authorities having jurisdiction when they so direct. Reports of each inspection, test, or similar service shall include the following:
 - 1. Name, address, and telephone number of testing agency.
 - 2. Project title and number.
 - 3. Date of issue.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 6. Names of individuals making tests and inspections.
 - 7. Description of the Work and test and inspection method.
 - 8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 9. Recommendations on retesting and reinspecting.
 - 10. Name and signature of laboratory inspector.
- C. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.

- D. Testing Agency Responsibilities: Testing agency shall cooperate with Architect and Contractor in performing its duties and shall provide qualified personnel to perform inspections and tests.
1. Agency shall promptly notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
 2. Agency shall not release, revoke, alter, or increase requirements of the Contract Documents nor approve or accept any portion of the Work.
 3. Agency shall not perform any duties of Contractor.
- E. Auxiliary Services: Cooperate with testing agencies and provide auxiliary services as requested, including the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of materials for testing, and assistance in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Security and protection for samples and for testing and inspecting equipment.
- F. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction.
- G. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections.
- H. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014000

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Use Charges: Cost or use charges for temporary facilities shall be included in the Contract Sum.
- B. Use water from Owner's existing system without metering and without payment of use charges.
- C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained heaters with thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. General: Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities. Use of Owner's existing toilet facilities will not be permitted.
- C. Heating and Cooling: Provide temporary heating and cooling required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- D. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.2 TEMPORARY SUPPORT FACILITIES

- A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations.
- B. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.
- C. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.

3.3 TEMPORARY SECURITY AND PROTECTION FACILITIES

- A. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- C. Provide temporary enclosures for protection of construction and workers from inclement weather and for containment of heat.
- D. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- F. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.

3.4 TERMINATION AND REMOVAL

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
- B. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

END OF SECTION 01 5000

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
 - 1. Submit three (3) copies of each request for product substitution.
 - 2. Submit requests within 10 days after the Notice to Proceed.
 - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
 - 5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Comparable Product Requests:
 - 1. Submit three (3) copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
 - 2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
 - 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store materials in a manner that will not endanger Project structure.
 - 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

- E. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - 2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
 - 1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
 - 2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
 - 3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
 - 4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
 - 5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 6000

SECTION 01 7000 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. Record Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
- C. Operation and Maintenance Data: Organize data into three-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:
 - 1. Emergency instructions.
 - 2. Spare parts list.
 - 3. Copies of warranties.
 - 4. Wiring diagrams.
 - 5. Shop Drawings and Product Data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, filler and primer application.
- C. Where Drawings indicate dimensions of existing construction verify by field measurement. Where fabricated products are to be fitted to other construction verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.

3.2 CUTTING AND PATCHING

- A. Do not cut structural members without prior written approval of Architect.
- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

3.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
 - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
 - 4. Vacuum carpeted surfaces and wax resilient flooring.
 - 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
 - 6. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.5 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Drawings, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Changeover locks and transmit keys to Owner.
 - 5. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 6. Remove temporary facilities and controls.
 - 7. Complete final cleanup.

8. Touch up, repair, and restore marred, exposed finishes.
 9. Obtain final inspections from authorities having jurisdiction.
 10. Obtain certificate of occupancy.
- B. On receipt of a request for inspection, Architect will proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
1. Startup and shutdown.
 2. Emergency operations and safety procedures.
 3. Noise and vibration adjustments.
 4. Maintenance manuals.
 5. Spare parts, tools, and materials.
 6. Lubricants and fuels.
 7. Identification systems.
 8. Control sequences.
 9. Hazards.
 10. Warranties and bonds.
- D. Request inspection for certification of final acceptance, once the following are complete:
1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 2. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
- E. Architect will reinspect the Work on receipt of notice that the Work has been completed.
1. On completion of reinspection, Architect will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01 7000

SECTION 01 7200 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Definitions: Record documents are defined to include those documents or copies relating directly to performance of the work, which Contractor is required to prepare or maintain for Owner=s records, recording the work as actually performed. In particular, record documents show changes in the work in relation to that which is shown and specified by original contract documents; and show additional information of value to Owner=s records but indicated by original contract documents. Record documents include marked up copies of contract drawings, shop drawings, specifications, addenda, and change orders, marked up product data submittals, record samples, and field records for variable and concealed conditions.

1.3 RECORD DRAWINGS

- A. Mark-up procedure: During progress of the work, maintain a white-print set (blue-line or black-line) of contract drawings and notations of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Label each sheet A Project Record@ in 2-inch-high letters.
 - 1. Update project record prints as variations arise. Review progress of updates with Architect at each monthly application for payment review meeting to confirm that record prints are up to date. Architect may decline to certify contractor=s application for payment if record drawings have not been updated.
 - 2. In preparation for certification of substantial completion on last major portion of the work, review completed mark up of record drawings with Architect. Architect may decline to certify substantial completion if record drawings have not been updated.

1.4 RECORD SPECIFICATIONS

- A. General:
 - 1. During progress of the work, maintain one copy of specifications, including addenda, change orders and similar modifications issues in printed form during construction, and mark up variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, submit to Architect for Owner=s records. Label front cover A Project Record@ in 2 inch high letters.

1.5 RECORD PRODUCT DATA

- A. General: During progress of the work, maintain one copy of each product data submittal, and mark up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer=s instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark up record drawings and specifications accordingly. Upon completion of mark up, submit complete set to Architect for Owner=s records. Label each data submittal A Project Record@ in 2 inch high letters.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 7200

SECTION 01 7700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specifications sections, apply to work of this section.

1.2 PROJECT/WORK IDENTIFICATION

- A. This section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 - through 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 2. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 3. Advise Owner of pending insurance and utility change-over requirements.
 - 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents specifically required in each section of the specifications.
 - 5. Submit record drawings and 2 sets each of Operation and Maintenance Manuals and Project Closeout Manuals in proposed form at Substantial Completion.
 - 6. Deliver tools, spare parts, extra stock, and similar items.
 - 7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner=s personnel of change-over in security provisions.
 - 8. Complete start-up testing of systems, and instruction of the Owner=s operating and maintenance personnel at least 7 calendar days prior to substantial completion. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

9. Prepare and submit contractor=s punch list at least 7 calendar days prior to substantial completion.
 - a. Architect and Owner will subsequently prepare punch lists supplementing Contractor=s punch list.
 10. Submit all required permits, certifications and final approvals for site utility installations.
 11. Complete final clean-up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes. Clear and remove all site debris for Owner=s safe and full utilization of site except for items required to achieve final completion.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirement. The Architect will prepare the Certificate of Substantial Completion on A.I.A. Form G704 following inspection, or advise the Contractor of construction that must be completed or corrected and reinspected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed. Contractor, by means of a Change Order, shall bear cost of Architect=s reinspection, including labor and expenses as follows:

Registered Professional - \$185/hour
Construction Inspector - \$90/hour
Secretarial time - \$45/hour
Mileage, round trip - \$.40/mile; tolls at cost
Copies - \$.20/each
 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- 1.4 FINAL INSPECTION
- A. When Contractor considers the Work has reached final completion, he shall submit:
1. Written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents.
 - d. Equipment and systems have been tested in the presence of the Owner=s representative and are operational.
 - e. Work is completed and ready for final inspection.
 2. Two sets each of revised Operation and Maintenance Manual(s) and project Closeout Manuals in final form five days prior to Final Inspection.
- B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

- C. Should Architect consider that the Work is incomplete or defective:
1. Architect will promptly notify the Contractor in writing, listing the incomplete or defective Work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the Work is complete.
 3. Inspection will be repeated. Contractor shall bear cost of Architect=s reinspection, including labor and expenses as set forth in paragraph 1.3.B.1.
- D. When the Architect finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.5 PROJECT CLOSEOUT MANUALS

- A. Collect, identify and collate the following materials from the subcontractors to be bound in a hard cover, 3-ring "D" style lay flat binder. Deliver two copies of the finished manuals to the Architect, for delivery to the Owner for approval, as a condition precedent to final certification of payment.
- B. Indexing: Information shall be provided as follows. The individual entries are to be organized and indexed per the specification Table of Contents.
- C. Listing of Contractor and Subcontractors: Provide a listing of subcontractors performing work, both on and off site, with the Contractor heading the list. Required information shall include the following: (Example)

Division 1

Contractor	DBPR License Number
Company Name	Representative=s Name and Title
Address	Phone Number

Division 2

Termite Control	DBPR License Number
Company Name	Representative=s Name and Title
Address	Phone Number

- D. Certificate of Substantial Completion: Insert, at this point, a copy of the fully executed Certificate of Substantial Completion, AIA document G704, as future reference for Owner.
- E. Testing, Inspections and Certificate of Occupancy: Provide copies of tests, and test and balance reports. See Divisions 15 and 16. Provide copies of Certificates of Inspections from authorities having jurisdiction for each trade, division or portion of work, as required. Provide a copy of the final executed Certificate of Occupancy.

- F. Contractor's Affidavit of Payment of Debts and Claims: Provide certification, on AIA Document G706 that work covered by Contract Documents has been completed, and that payrolls, bills of materials and other indebtedness connected with the Work for which the owner or his property might in any way be responsible, have been paid or otherwise satisfied.
- G. Contractor's Affidavit of Release of Liens: Provide certification, on AIA Document G706A, that liens that are or may be filed arising from work covered by Contract Documents have been released or waived, with any exception noted. Provide additional certification from subcontractors, and material and equipment suppliers, with any exceptions noted. Provide a bond satisfactory to cover exceptions.
- H. Lien Waivers: Provide releases and waivers of liens, from the Contractor and Subcontractors as supporting documents to AIA Document G706A.
- I. Consent of Surety: Provide a Consent of Surety to Final Payment, on AIA Document G707.
- J. Warranties, Guarantees, and Bonds: Provide warranties, guarantees, and bonds called for in the Contract Documents.
- K. Certificate of Insurance for Products and Completed Operations.
- L. Cover: Identify each binder with typed or printed title PROJECT CLOSEOUT MANUAL; and list title of project.

1.6 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT

- A. Project Closeout Manuals, as identified herein.
- B. Project Record Documents, as identified in Section 01720.
- C. Keys and Keying Schedule, as identified in Section 08710 Hardware.

1.7 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS NOT APPLICABLE

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Prior to Substantial Completion, arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures.

1. Start-up.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

3.2 FINAL CLEANING

A. General: General cleaning during construction is required by the General Conditions.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturers' instructions.

1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

- e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even textured surface.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance; comply with regulations of authorities having jurisdiction and safety standards of cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner=s property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose in a lawful manner.
- E. Where extra materials of value remaining after completion of associated Work have become the Owner=s property, arrange for disposition of these materials as directed.

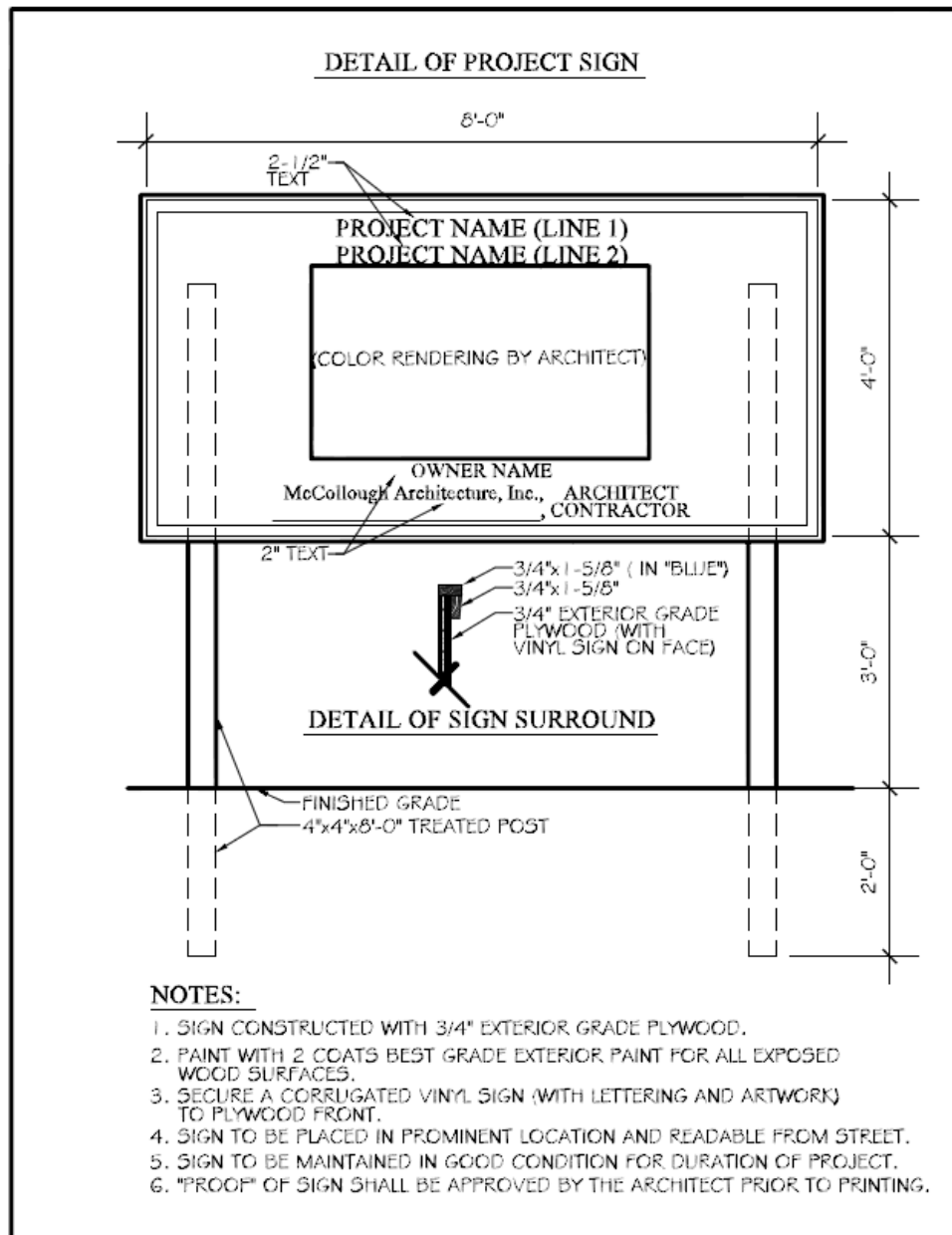
END OF SECTION 01 7700

SECTION 01 8000 – PROJECT CONSTRUCTION SIGN

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

Provide a project sign for the project as located by the Owner in accordance with the following drawing.



END OF SECTION 01 8000

SECTION 02 3000 -EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
2. Excavating and backfilling for buildings and structures.
3. Subbase course for concrete pavements.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Section "Photographic Documentation" for recording pre-excavation and earth moving progress.
2. Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also, for temporary site fencing if not in another Section.
3. Section "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
4. Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
5. Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
6. Section "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.
7. Section "Subdrainage" for drainage of foundations, slabs-on-grade, walls, and landscaped areas.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698.

- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 QUALITY ASSURANCE

- A. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:
 - 1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 - 2. Seismographic monitoring during blasting operations.
- B. Preexcavation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 01 5000 "Temporary Facilities and Controls," are in place.
- E. Do not commence earth moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.

5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.

- b. 12 inches outside of concrete forms at footings.
- c. 6 inches outside of minimum required dimensions of concrete cast against grade.
- d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
- e. 6 inches beneath bottom of concrete slabs-on-grade.
- f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
 - 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 - 3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
 - 4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 - 3. Cut and protect roots according to requirements in Section 01 5639 "Temporary Tree and Plant Protection."

3.7 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete"
- D. Trenches under Roadways: Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete"
- E. Backfill voids with satisfactory soil while removing shoring and bracing.
- F. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.12 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.16 SUBSURFACE DRAINAGE

- A. Subdrainage Pipe: Specified in Section 334600 "Subdrainage."
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
2. Place and compact impervious fill over drainage backfill in 6-inch-thick compacted layers to final subgrade.

3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
 1. Shape subbase course to required crown elevations and cross-slope grades.
 2. Place subbase course 6 inches or less in compacted thickness in a single layer.
 3. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 4. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Pavement Shoulders: Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.18 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 1. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 02 3610 - TERMITE CONTROL

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and product certificates for each type of product indicated. Include the EPA-Registered Label.
- B. Installer Qualifications: A specialist who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment and products in jurisdiction where Project is located, and who employs workers trained and approved by bait-station system manufacturer to install manufacturer's products.
- C. Regulatory Requirements: Formulate and apply termiticides according to the EPA-Registered Label.
- D. Continuing Service: Provide 12 months' continuing service including monitoring, inspection, and re-treatment for occurrences of termite activity.

PART 2 - PRODUCTS

2.1 TERMITE CONTROL PRODUCTS

- A. Soil Treatment Termiticide: Provide an EPA-registered termiticide complying with requirements of authorities having jurisdiction, in an aqueous solution.
- B. Wood Treatment with Borate: Provide an EPA-registered borate complying with requirements of authorities having jurisdiction equal to "Boracare" Termite treatment by Nissus Corporation.
- C. Bait Station System: Provide bait stations and monitoring stations based on the dimensions of building perimeter indicated on Drawings, according to manufacturer's EPA-Registered Label for product, manufacturer's written instructions, and the following:
 - 1. Not less than 1 station per 8 linear feet (2.4 linear meters).
 - 2. Not less than 1 cluster of stations per 20 linear feet (6.1 linear meters), consisting of not less than 3 stations per cluster.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with the most stringent requirements of authorities having jurisdiction and with manufacturer's EPA-Registered Label for products.
- B. Soil Treatment Application: Provide quantity required for application at the label volume and rate for the maximum specified concentration of termiticide, according to manufacturer's EPA-Registered Label, to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around and under building construction.
 - 1. At foundations.
 - 2. Under concrete floor slabs on grade.
 - 3. Under basement floor slabs.
 - 4. At hollow masonry.
 - 5. At expansion and control joints and slab penetrations.
 - 6. At crawlspaces; treat soil under and adjacent to foundations. Treat adjacent areas including around entrance platform, porches, and equipment bases.
- C. Post warning signs in areas of soil treatment application.
- D. Reapply soil termiticide treatment solution to areas disturbed by subsequent excavation or other construction activities following application.
- E. Wood Treatment Application: Treat ALL wood members. Provide quantity of borate solution required for application at the label volume and rate for the maximum specified concentration of borate, according to manufacturer's EPA-Registered Label, so that wood framing, sheathing, siding, and structural members subject to infestation receive treatment.
- F. Installing Bait Station Systems: Place bait stations and, if applicable, monitoring stations, according to the EPA-Registered Label for the product and manufacturer's written instructions.
 - 1. Inspect and service bait stations during time specified for continuing service, according to the EPA-Registered Label for product and manufacturer's written instructions.

END OF SECTION 02 3610

SECTION 03 3000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. Related Sections include the following:
 - 1. Division 2 Section "Cement Concrete Pavements" for concrete pavement and walks.

1.3 DEFINITIONS:

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS:

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Steel reinforcement and reinforcement accessories.

3. Admixtures.
4. Curing materials.
5. Bonding agents.
6. Adhesives.
7. Repair materials.

1.5 QUALITY ASSURANCE:

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where project is located and who is experienced in providing engineering services of the kind indicated.
- C. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
 1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- F. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
 1. ACI 301, "Specification for Structural Concrete."
 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS:

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

2.2 STEEL REINFORCEMENT:

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES:

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.

2.4 CONCRETE MATERIALS:

- A. Portland Cement: ASTM C 150, Type I/II.

1. Fly Ash: ASTM C 618, Class C or F.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
 1. Nominal Maximum Aggregate Size: 3/4 inch (19 mm) @ elevated floors.
- C. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES:

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.6 VAPOR RETARDERS:

- A. Vapor Retarder: ASTM E 1745, Class C, of one of the following materials; or polyethylene sheet, ASTM D 4397, not less than 8 mils (0.25 mm) thick:
 1. Nonwoven, polyester-reinforced, polyethylene coated sheet 10 mils (0.25 mm); thick.
 2. Three-ply, nylon- or polyester-cord-reinforced, laminated, high-density polyethylene sheet; 7.8 mils (0.18 mm) thick.

2.7 CURING MATERIALS:

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

- F. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- G. Products: Subject to compliance with requirements, provide one of the following:
1. Clear, Waterborne, Membrane-Forming Curing Compound:
 - a. AH Clear Cure WB; Anti-Hydro International, Inc.
 - b. Spartan Cote WB; Burke Group, LLC (The).
 - c. Safe-Cure & Seal 20; ChemMasters.
 - d. High Seal; Conspec Marketing & Manufacturing Co., Inc.
 - e. Safe Cure and Seal; Dayton Superior Corporation.
 - f. Diamond Clear VOX; Euclid Chemical Co.
 - g. SureCure; Kaufman Products Inc.
 - h. Glazecote Sealer-20; Lambert Corporation.
 - i. Dress & Seal WB; L&M Construction Chemicals, Inc.
 - j. Vocomp-20; W. R. Meadows, Inc.
 - k. Metcure; Metalcrete Industries.
 - l. Cure & Seal 150E; Nox-Crete Products Group, Kinsman Corporation.
 - m. Kure-N-Seal WB; Sonneborn, Div. of ChemRex, Inc.
 - n. Florseal W.B.; Sternson Group.
 - o. Cure & Seal 14 percent E; Symons Corporation.
 - p. Horncure 100; Tamms Industries Co., Div. of LaPorte Construction Chemicals of North America, Inc.
 - q. Hydro Seal; Unitex.
 - r. Vexcon Starseal 309; Vexcon Chemicals, Inc.
 2. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound:
 - a. Klear-Kote Cure-Sealer-Hardener, 30 percent solids; Burke Group, LLC (The).
 - b. Polyseal WB; ChemMasters.
 - c. UV Safe Seal; Lambert Corporation.
 - d. Lumiseal WB Plus; L&M Construction Chemicals, Inc.
 - e. Vocomp-30; W. R. Meadows, Inc.
 - f. Metcure 30; Metalcrete Industries.
 - g. Vexcon Starseal 1315; Vexcon Chemicals, Inc.

2.8 RELATED MATERIALS:

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements.

- 2.9 CONCRETE MIXES (**Minimum outlined below-refer to Structural Drawings for project requirements. Structural Drawings shall override below when applicable**).
- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
 - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
 - B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
 - C. Footings and Foundations: Proportion normal-weight concrete mix as follows:
 - 1. Compressive Strength (28 Days): 3000 psi.
 - 2. Maximum Slump: 4 inches (100 mm).
 - 3. Maximum Water/Cement ratio = 0.55.
 - D. Slab-on-Grade: Proportion normal-weight concrete mix as follows:
 - 1. Compressive Strength (28 Days): 3500 psi (20.7 MPa).
 - 2. Maximum Slump: 8 inches after addition of superplasticizer.
 - 3. Maximum Water/Cement ratio = 0.49.
 - E. Walls, Beams & Elevated Slabs: Proportion normal-weight concrete mix as follows:
 - 1. Compressive Strength (28 Days): 4000 psi
 - 2. Maximum Slump: 8 inches after addition of superplasticizer.
 - 3. Maximum aggregate size ½"
 - 4. Maximum Water/Cement ratio = 0.53.
 - E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 20 percent.
 - F. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2 to 4 percent, unless otherwise indicated.
 - G. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
 - 1. Air Content: 6 percent for 1-inch- (25-mm-) nominal maximum aggregate size.
 - 2. Air Content: 6 percent for 3/4-inch- (19-mm-) nominal maximum aggregate size.
 - H. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.
 - I. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

- J. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) as required for placement and workability, and as indicated on drawings and schedules.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.10 FABRICATING REINFORCEMENT:

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING:

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EMBEDDED ITEMS:

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor bolts, accurately located, to elevations required.

3.2 VAPOR RETARDERS:

- A. Vapor Retarder: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.

3.3 STEEL REINFORCEMENT:

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.4 JOINTS:

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inch (12 mm) or more than 1 inch (25 mm) below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

3.5 CONCRETE PLACEMENT:

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
 3. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 2. Maintain reinforcement in position on chairs during concrete placement.
 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 4. Slope surfaces uniformly to drains where required.
 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface.
 6. Do not further disturb slab surfaces before starting finishing operations.

- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 FINISHING FLOORS AND SLABS:

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes.
1. Apply scratch finish to surfaces indicated and to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free

of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
 2. Finish and measure surface so gap at any point between concrete surface and an unlevelled freestanding 10-foot- (3.05-m-) long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed the following: 3/16 inch (4.8 mm).
- E. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.7 MISCELLANEOUS CONCRETE ITEMS:

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in-inserts and accessories as shown on the drawings. Screed, tamp, and trowel finish concrete surfaces unless noted otherwise.

3.8 CONCRETE PROTECTION AND CURING:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.

- B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS:

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension in solid concrete but not less than 1 inch (25 mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.10 FIELD QUALITY CONTROL:

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 - 4. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
 - a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
 - 5. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
 - a. Test two field-cured specimens at 7 days and two at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no

compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

- E. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- G. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION 03 3000

SECTION 07 6000 – FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section included the following:
 - 1. Aluminum flashing and counterflashing components.
 - 2. Aluminum copings and drip edges.
 - 3. Aluminum gutters and downspouts.

1.3 QUALITY ASSURANCE

- A. The Architectural Sheet Metal Manual as published by the Sheet Metal and Air Conditioning Contractors National Association, Inc., latest edition, and hereinafter referred to as "The SMACNA Manual" shall be used as the standard reference of quality.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's technical product data, installation instructions and general recommendations for each specified sheet material and fabricated product.
- B. Samples: Submit samples of the following flashing, sheet metal, and accessory items:
 - 1. 8-inch-square samples of specified sheet materials to be exposed as finished surfaces.
 - 2. 12-inch-long samples of factory-fabricated products exposed as finished work. Provide complete with specified factory finish.
- C. Shop Drawings: Showing layout, profiles, methods of joining, and anchorage details, including major counterflashings, trim/fascia units, drip edges, gutters and downspouts. Provide layouts at 1/4-inch scale and details at 3-inch scale.

1.5 WARRANTY

- A. Sheet Metal Coating: Metal manufacturer shall warrant fluorocarbon coating against peeling, blistering, checking, or cracking; against chalking in excess of numerical rating of 8 when measured in accordance with ASTM D659; and against fading in excess of 5 NBS units.
 - 1. Warranty Period: 20 years from the date of Substantial Completion.

1.6 PROJECT CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

PART 2 – PRODUCTS

2.1 METAL MATERIALS

- A. Metal material used in flashing and sheet metal work shall be .050" aluminum sheet, ASTM B 209, alloy 3003 or 3105, Temper H-14 with Kynar 500 fluoropolymer coating unless specifically designated otherwise on the Drawings.
 - 1. Flashing that is completely concealed can be mill finish in lieu of Kynar 500 coating.
 - 2. Isolate aluminum from other materials, including wood, concrete, masonry and dissimilar metals by a protective bituminous coating, SSPC – Paint 12, containing no asbestos or sulfur not less than 15 mils dry film thickness; or, by elastomeric underlayment, rubber or other techniques approved by the Architect.

2.2 MISCELLANEOUS MATERIALS

- A. Fasteners: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
 - 1. Nails and screws shall have sufficient length to penetrate all metal and fabric materials and into wood support by $\frac{3}{4}$ " minimum and shall be capable of 40 lb. each minimum initial withdrawal.
- B. Bituminous Coating: SSPC-Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry-film-thickness per coat.
- C. Sealant Compound:
 - 1. For sealing joints in metal flashings, copings, etc.,: One-Part Silicone Building Sealant conforming to ASTM C920, Type S, Grade NS, Class 40. Provide one of the following:
 - a. Dow Corning 795 Silicone Building Sealant.
 - b. General Electric Silpruf Sealant.
 - c. Tremco Spectrem 2 Silicone Sealant.
 - 2. Sealant color shall be selected by Architect from manufacturer's full range of standard colors.
- D. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, non-drying, non-migrating sealant.
- E. Epoxy Seam Sealer: 2-part non-corrosive metal seam cementing compound, recommended by

metal manufacturer for exterior/interior non-moving joints including riveted joints.

- F. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage required for performance.
 - 1. Aluminum Copings: Provide continuous aluminum cleats as indicated on Drawings.
- G. Roofing Cement: Asbestos free, asphaltic complying with ASTM D4586.

2.3 METAL FINISHES

- A. Fluoropolymer Coating: Manufacturer's standard two-coat, thermo-cured, full-strength 70 percent "Kynar 500" coating consisting of a primer and a minimum 0.75 mil dry film thickness top coat with a total minimum dry film thickness of 0.9 mil and 30 percent reflective gloss when tested in accordance with ASTM D523.
 - 1. Durability: Provide coating that has been field tested under normal range of weathering conditions for minimum of 20 years without significant peel, blister, flake, chip, crack, or check in finish; without chalking in excess of No. 8 in accordance with ASTM D659; and without fading in excess of 5 NBS units.
 - a. Applications: All exposed aluminum components.
 - 2. Applicator: Approved licensee of coating manufacturer.
 - 3. Color: As selected by Architect from manufacturer's full range of standard colors.

2.4 FABRICATION

- A. Fabrication, General: Shop fabricate to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Fabricate non-moving seams in sheet metal with flat-lock seams. Seal aluminum seams with epoxy metal seam cement and, where required for strength, rivet seams and joints.
- C. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA Standards.
- D. Coat back-side of fabricated sheet metal with 15-mil sulfur-free bituminous coating, SSPC-

Paint 12, where required to separate metals from corrosive substrates including cementitious materials or absorbent materials; or provide other permanent separation.

- E. Provide for thermal expansion of running sheet metal work, by overlaps of expansion joints in fabricated work. Where required for watertight construction, provide hooked flanges filled with polyisobutylene mastic for 1 inch embedment of flanges. Space joints at intervals of not more than 30 feet for aluminum. Conceal expansion provisions where possible.

PART 3 – EXECUTION

3.1 INSTALLATION REQUIREMENTS

- A. Anchor work securely in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements. Comply with recommendations of "Architectural Sheet Metal Manual" by SMACNA.
- B. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- C. Install counterflashings in reglets, either by snap-in seal arrangement or by welding in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.
- D. Install roof drip edges with flanges extending back up the slope of the roof at least 3 inches. Flanges shall be nailed to roof sheathing with aluminum or hot-dip galvanized nails at 4 inches on center, maximum.
- E. Performance: Watertight and weatherproof performance of flashing and sheet metal work is required.

3.2 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Protection: Advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than normal weathering at time of Substantial Completion.

END OF SECTION 07 6000

SECTION 07 6100 - STANDING SEAM ROOF PANELS

PART 1 - GENERAL.

1.1 DESCRIPTION

- A. Work described in this section includes pre-formed metal roofing system complete with clips, perimeter and penetration flashing, closures, trim and required fascia panels, soffit panels and insulation.
- B. Related work specified elsewhere:
 - 1. Sheathing.
 - 2. Sheet metal flashing and trim.

1.2 SUBMITTALS

- A. Shop drawings: Show roof panel system with flashings and accessories in plan and elevation; sections and details. Include metal thickness and finishes, panel lengths, joining details, anchorage details for required wind loads indicated on drawings, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Indicate Building Code compliance. Provide P.E. stamping. Shop drawings to be prepared by metal roof panel manufacturer.
- B. Design Test Reports.
 - 1. Submit copies of design test reports for each of the performance testing standards listed in specification section 1.6.
 - 2. Test reports shall be performed by independent, accredited test in laboratories, and shall bear the seal of a registered professional engineer.
- C. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification section 1.7.
- D. Samples.
 - 1. Submit sample of panel section, at least 6" x 6" showing seam profile and also a sample of color selected.
 - 2. Submit sample of panel clip, gable clip, and preformed foam closures.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Inspect materials upon delivery.
- B. Handle materials to prevent damage.
- C. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from any debris.

1.4 REFERENCE STANDARDS.

- A. American Iron and Steel Institute (AISI):
 - 1. SG02-1: 2001 Edition of the North American Specification for the Design of Cold-Formed Steel Structural Members.
- B. American Society for Testing and Materials (ASTM):

1. A653-03: Specification for Steel Sheet, Zinc-coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 2. A792-03: Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 3. B209-02a: Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 4. D1056-00: Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
 5. D3575-00e1: Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
 6. E1592-01: Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 7. E1646-95(2003): Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 8. E1680-95(2003): Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- C. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1. Architectural Sheet Metal Manual, 6th edition.
- D. Underwriters Laboratory (UL):
1. UL 580, 4th Ed.: Standard for Tests for Uplift Resistance of Roof Assemblies.
- 1.5 QUALITY CRITERIA/INSTALLER QUALIFICATIONS.
- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of five (5) years' experience specializing in the installation of structural standing-seam metal roof systems.
 - B. Contractor must be certified by manufacturer specified as supplier of standing seam system and obtain written certification from manufacturer that installer is approved for installation of specified system.
 - C. Successful contractor must obtain all components of roof system from a single manufacturer. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
 - D. Fabricator/Installer shall submit work experience and evidence of adequate financial responsibility. Architect reserves the right to inspect fabrication facilities in determining qualifications.
 - E. Applicable erection tolerances: Maximum variation from true planes or lines: 1/4" in 20'-0"; 3/8" in 40'-0" or more.
- 1.6 DESIGN AND PERFORMANCE CRITERIA.
- A. Thermal Expansion and Contraction.

1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, or reducing performance ability.
 2. The design temperature differential shall be not less than +/- 220 degrees F.
 3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
- B. Uniform Wind Uplift Load Capacity.
1. Installed roof system shall withstand negative wind uplift pressures complying with the following criteria.
 - a. Design Code: ASCE 7, Method 2 for Components and Cladding.
 - b. Roof Area Negative Uplift Pressure: See drawings
 2. Capacity shall be determined using defined method in accordance with ASTM E 1592, testing of sheet metal roof panels.
- C. Uniform Positive Load Capacity.
1. Uniform positive load capacity shall be determined in accordance with AISI SG02-1.
 2. The installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf.; Roof Snow Load N/A.
 3. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.
- D. Wind Uplift Classification: The panel system shall be listed as a Class 90 windstorm rated system, as determined by UL 580.
- E. Fire Resistance Classification: The panel system shall be listed as a Class A fire rated system, as determined by UL 790.
- F. Air infiltration: The panel system shall be tested in accordance with ASTM E1680, and meet or exceed the following performance requirements:

<u>Pressure</u>	<u>Area Leakage Rate</u>
1.57 PSF	0.0028 cfm/sq.
6.24 PSF	0.0041 cfm/sq. ft.
20.0 PSF	0.0059 cfm/sq. ft.

- G. Static air pressure water infiltration: The panel system shall be tested in accordance with ASTM E1646, and meet or exceed the following performance requirements:

<u>Pressure</u>	<u>Result</u>
5 Gal/Hr. per S.F. and Static Air Pressure of 20.0 psf. for 15 minutes	No Leakage

1.7 WARRANTIES.

- A. Endorse and forward to owner the following warranties:

1. 20 year limited watertight warranty, jointly signed by the installer and the manufacturer.
2. Manufacturer's standard 20-year finish warranty covering checking, crazing, peeling, chalking, fading, and adhesion.
3. Installer's 3-year warranty covering roof panel system installation and water tightness.

B. Warranties shall commence on date of substantial completion.

PART 2 - PRODUCTS

2.1 STANDING SEAM ROOFING SYSTEM MANUFACTURERS.

- A. A.Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224.
- B. Alternate manufacturers are subject to full compliance with specification requirements, and shall be submitted for approval prior to bid. Approved alternate manufacturers are:
 1. Drexel Metal – DMC200S-2” Standing Seam Metal Roof Panels (12” Coverage)
 2. Fabral Power Seam 12” x 2” 24 GA Standing Seam Metal Roof System
 3. No substitutions will be permitted after the bid date of this project.

2.2 STANDING SEAM ROOFING PANELS

- A. Mechanically-seamed, Concealed Fastener, Metal Roof Panels: Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224
 1. Basis of Design: MBCI, SuperLok
- B. Materials.
 1. Panel materials: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ55 (Grade 340, Coating Class AZM165) unpainted Galvalume Plus coating.
 - a. Nominal Coated Thickness: 24 gage
 - b. Panel Surface: Smooth with striations in pan.
 2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof panel system, unless indicated otherwise.
- C. Characteristics.
 1. The same panel profile from a single manufacturer shall be used for ALL standing seam roof areas.
 2. Configuration: Structural metal roof panel consisting of formed metal sheet with vertical ribs at panel edges, installed by lapping and mechanically interlocking edges of adjacent panels, and attaching panels to supports using concealed clips and fasteners in a weather tight installation.
 - a. Panel Width: 12 inches.

- b. Panel Seam Height: 2 inch
- c. Joint Type: Mechanically seamed.
- 3. Panels must be furnished in continuous lengths from ridge to the eave with no overlaps unless approved by manufacturer to length of run.
- 4. Site Formed Panels: Bidder will not be allowed to supply panels formed at the job-site on portable roll formers; metal panels must be factory pre-manufactured and engineered for this project.

D. METAL ROOF PANEL ACCESSORIES

- 1. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, gutters and downspouts, and miscellaneous flashings, in [manufacturer's standard profiles] [profiles as indicated]. Provide required fasteners, closure strips, thermal spacers, splice plates, support plates, and sealants as indicated in manufacturer's written instructions.
 - a. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.
 - b. Panel Clips: Provide panel clip of type specified, at spacing indicated on approved shop drawings.
 - c. Two-piece Floating: ASTM C 645, with ASTM A 653/A 653M, G90 (Z180) hot-dip galvanized zinc coating, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
 - d. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.
 - e. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
 - f. Factory-Applied Seam Sealant: Manufacturer's standard hot-melt type.
 - g. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
 - h. Pipe Flashing: Basis of design: Dektite, DF104G - Gray EPDM Round Flexible Pipe Flashing with Aluminum Collar. Install per manufacturer recommendations

E. Panel Clips.

- 1. Fasten as specified by manufacturer to meet wind loads.

2.3 FABRICATION.

- A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.

- B. Fabricate metal panel joints configured to accept factory-applied sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.
- C. Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
 - 1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
 - 2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:
 - a. 1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.
 - b. 3/8 inch (9 mm) over any single roof plane.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal roof panel system installation.

3.2 PREPARATION

- A. Miscellaneous Supports: Install sub-framing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.
- B. Flashings: Install flashings to cover exposed underlayment per Section 07 62 00 "Sheet Metal Flashing and Trim."

3.3 METAL PANEL INSTALLATION

- A. Mechanically-Seamed, Standing Seam Metal Roof Panels: Install weather tight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Attach panels to supports using clips, screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
 - 1. Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
 - 2. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.

3. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
4. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

- A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
 3. Provide concealed fasteners except where noted on approved shop drawings.
 4. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weather tight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
 1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage an independent testing and inspecting agency acceptable to Architect to perform field tests and inspections and to prepare test reports.

3.6 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION 076100

SECTION 08 8400 Plastic Glazing

3form Translucent Resin Panel System

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Polycarbonate plastic glazing
- B. Enhanced UV-resistant polycarbonate plastic glazing.
- C. Laminated polycarbonate plastic glazing.

1.2 RELATED SECTIONS

- A. Section 07900 – Joint Sealers
- B. Section 08520 – Aluminum Windows
- C. Section 08630 – Metal-Framed Skylights
- D. Section 08800 - Glazing
- E. Section 08850 – Glazing Accessories
- F. Section 08910 – Metal-Framed Curtain Wall

1.3 REFERENCES

- A. ANSI Z 97.1 - American National Standard for Glazing Materials Used in Buildings -- Safety Performance Specifications and Methods of Test.
- B. ASTM D 256 - Standard Test Method for Determining the Pendulum Impact Resistance of Notched Specimens of Plastics.
- C. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics.
- D. ASTM D 790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- E. ASTM D 1929 - Standard Test Method for Ignition Properties of Plastics.
- F. ASTM D 635 – Standard Test Method for Rate of Building and/or Extent and Time of Burning of Plastics in a Horizontal Position.
- G. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials

- H. CAN/ULC 102.2 – Standard Method of Test for Surface Burning Characteristics of Flooring, Floor Coverings, and Miscellaneous Materials and Assemblies.

1.4 SUBMITTALS

- D. General: Submit the following in accordance with conditions of contract and Division 1 specification section 01 33 00 "Submittal Procedures".
- E. Product Data: Submit manufacturer's product data; including product description, fabrication information, and compliance with specified performance requirements.
- F. Submit product test reports from a qualified independent 3rd party testing agency indication each type and class of panel system complies with the project performance requirements, based on comprehensive testing of current products. Previously completed test reports will be acceptable if for current manufacturer and indicative of products used on this project.
1. Test reports required are:
 - a. Rate of Burning (ASTM D 635)
 - b. Self-Ignition Temperature (ASTM D 1929)
 - c. Flame Spread and Smoke Developed (ASTM E 84)
 - d. Impact Strength (ASTM D 3763)
 - e. Safety Glazing and Impact Strength (ANSI Z97.1-2004)
- G. Samples for Initial Selection:
1. Submit minimum 2-inch by 2-inch samples. Indicate full color.
- H. Samples for Verification:
1. Submit minimum 4-inch by 4-inch sample for each type and color of solid plastic fabrication.
- I. Mockups:
1. Build mockups to verify selections made under sample Submittals and to demonstrate aesthetic effects.
 2. Build mockup of [each type of] Plastic Fabrication.
 3. Approved mockups may become part of the completed work if undistributed at time of Substantial Completion.
- J. Maintenance Data: Submit manufacturer's care and maintenance data, including care, repair and cleaning instructions. Include in Project closeout documents.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications

1. Materials and systems shall be manufactured by a company continuously and regularly employed in the manufacture of specified materials for a period of at least five (5) consecutive years and which can show evidence of those materials being satisfactory used on at least six (6) projects of similar size, scope and location.
2. Manufacturer must have documented training and qualification program for fabrication and installation of plastic fabrications.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver Plastic Fabrications, systems and specified items in manufacturer's standard protective masking.
- B. Store materials in a flat orientation in a dry place that is not exposed to exterior elements.
- C. Handle materials to prevent damage to finished surfaces.
- D. Before installing Plastic Fabrications, permit them to reach room temperature.
- E. Do not deliver Plastic Fabrications, systems, components and accessories to Project site until areas are ready for installation.

1.7 WARRANTY

- A. Manufacturer's Special Warranty on Plastic Fabrications: Manufacturer's standard form agreeing to repair or replace units that fail in material or workmanship within the specified warranty period.
- B. Warranty Period: 5 years from ship date.
- C. The warranty shall not deprive the owner of other rights or remedies the Owner may have under provisions of the Contract Documents, and is in addition to and runs concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

Part 2 – PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: 3form, Inc., Salt Lake City, Utah, USA / telephone 801-649-2500

2.2 MATERIALS

- A. Koda XT produced from polycarbonate sheet
 1. Engineered polycarbonate resin

2. Sheet Size: Maximum 4'x10'
3. Thickness: Minimum ¼"
4. Basis of Design Product: The design of Plastic Fabrications is based on Koda XT as provided by 3form, Inc. Products from other manufacturers must be approved by the Architect and Designer prior to bidding in accordance with the Instructions to Bidders and Section 10 60 00 "Product Requirements".

B. Sheet Minimum Performance Attributes:

1. Rate of Burning (ASTM D 635). Material must attain CC1 Rating for a nominal thickness of 1.5 mm (0.060 in.) and greater.
2. Self-Ignition Temperature (ASTM D 1929). Material must have a Self-Ignition Temperature greater than 650°F.
3. Flame Spread and Smoke developed testing (ASTM E 84). Material must be able to meet a level of Class B (Flame spread less than 75 and smoke less than 450) at thickness of ½".
4. Impact Strength. Minimum impact strength test as measured by ASTM D 3763 of 20 ft. lbs. (for durability, shipping, installation, and use).
5. Safety Glazing. Material must attain a Class A impact rating in accordance with ANSI Z97.1-2004.

C. Interlayer Materials:

1. C3 Color: Play with 50,000 options in the core color palette. Combine colors up to three layers deep to control the hue, intensity and translucency, creating an exciting range of exact color specifications.
2. HighRes: Translucent high resolution imagery.

2.3 FABRICATION

- B. General: Fabricate Plastic Fabrications to designs, sizes and thicknesses indicated and to comply with indicated standards. Sizes, profiles and other characteristics are indicated on the drawings.
- C. Comply with manufacturer's written recommendations for fabrication.
- D. Machining: Acceptable means of machining are listed below. Ensure that material is not chipped or warped by machining operations.
1. Sawing: Select equipment and blades suitable for type of cut required.
 2. Drilling: Drills specifically designed for use with plastic products.
 3. Milling: Climb cut where possible.
 4. Routing
 5. Tapping

- E. Forming: Form products to shapes indicated using the appropriate method listed below. Comply with manufacturer's written instructions.
 - 1. Cold Bending
 - 2. Hot Bending
- F. Laminating: Laminate to substrates indicated using adhesives and techniques recommended by manufacturer.

2.4 ACCESSORIES

- A. Gaskets shall be as per manufacturer's standards to meet performance criteria.
- B. Fasteners shall be per manufacturer's standards to meet performance requirements.

2.5 MISCELLANEOUS MATERIALS

- A. General: Provide products of material, size, and shape required for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaner: Type recommended by manufacturer.
- C. Fasteners: Use screws designed specifically for plastics.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of Plastic Fabrications will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for installation and comply with requirements specified.

3.2 INSTALLATION

- A. General: Comply with manufacturer's written instructions for the installation of Plastic Fabrications.
- B. Manufacturer's shop to fabricate items to the greatest degree possible.
- C. Utilize all fasteners recommended by manufacturer for type of installation indicated. Material that is chipped, warped, hazed or discolored as a result of installation or fabrication methods will be rejected.

- D. Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.
- G. We recommend that installation is completed by a 3form Certified Installer. Contact 3form for more information or to get a quote.

3.3 CLEANING AND PROTECTION

- A. Protect surfaces from damage until date of substantial completion. Repair work or replace damaged work, which cannot be repaired to Architect's satisfaction.

End of Section 08840

SECTION 10 8113 BIRD CONTROL DEVICES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes:
 - a. Sonic Bird Control Devices to prevent and deter access to pest birds in the specified areas to prevent damage from droppings and nesting materials.

1.2 CONFORMANCE SUBMITTALS

- A. Substitute Products: No substitute products accepted.
- B. Product Data: Submit manufacturer's samples, catalog cuts, shop sketches and other descriptive materials.

1.3 CLOSEOUT

SUBMITTALS

- A. Maintenance Data
- B. Provide operation manuals and warranty information

1.4 QUALITY ASSURANCE

- A. Obtain technical literature from Bird Control Device manufacturer or distributor, telephone consultation and plan/photograph evaluation.
- B. Utilize an authorized or certified installation companies in your area who are fully skilled with specified Bird Control Systems, carry the proper insurance coverage, and able to offer warranty as specified.

1.5 PRODUCT HANDLING

- A. Protect Bird Control Devices and hardware system from damage before, during and after installation.
- B. If damage occurs to Bird Control Devices, make all replacements immediately.

1.6 WARRANTY

- A. Submit a 6-month manufacturer's warranty document, labor and material, executed by authorized company official.

PART 2 – PRODUCTS

2.1 ARCHITECTUAL BIRD CONTROL DEVICES

(ULTRASONIC) A. Acceptable Products:

- A. BirdXpeller Pro
 - a. Dimensions: Control unit 6" x 8.5" x 4"

- b. Box dimensions: 12" x 7" x 6" / Shipping weight: 3 lbs.
- c. Speakers: Per Manufacturer
- d. Coverage: Up to one acres
- e. Power Requirements: 110v
- f. Sound Pressure: 105–110 db at 1 meter
- h. Frequency: 3–5 kHz
- i. Compliance: Supply power source is CE listed
- j. EPA Est. 075130-OR0001
- k. NEMA type box
- l. Proudly made in the USA

- B. Provide Bird Control Devices, in necessary quantities to efficiently protect noted areas.
 - 1. As required by the manufacture and product coverage areas.

- C. Power Consumption/Description:
 - 1. Power Requirements: 110vAC (220vAC available)
 - 2. 110v cord is 6 ft / 220v and 240v cords are 6 ft
 - 3. Sound Pressure: Max 105–110 db at 1 meter
 - 4. Frequency: 3–5 kHz
 - 5. Compliance: unit CE Marked / supply power source CE Marked

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine installation area. Notify Owner's Agent of detrimental work conditions.
- B. Do not proceed until conditions are corrected.

3.2 AREA AND SURFACE PREPERATION

- A. Remove existing bird droppings in a safe manner. Large quantities shall be removed and disposed of by reputable waste removal companies. Work areas shall be cleaned, and repair work shall be done in areas, which will be excluded by Bird Control Devices.
- B. Remove or repair articles that may damage the Bird Control Devices after installation.

3.3 INSTALLATION

- 1. Use the mounting hardware to mount the control unit box to a wall, post or other vertical surface.
- 2. Plug the AC power adapter into a standard household 110V outlet or an outdoor rated outlet protected from moisture. The other end of the cable should already be plugged into the power jack located below POWER on the front panel of the control unit box.
- 3. Speaker positioning (if applicable): In general, place speakers at the level of the birds or higher, and as close as possible to the infested area. Position them either in a central area facing out, or in four outer areas facing

further out. Birds should be constantly exposed to the greatest sound diversity without too much physical obstruction of the sound waves. If you're not sure exactly where you will want to place the speakers, we suggest temporary installations with wire ties until you determine where you want them permanently. The four individual speakers feature 100 feet of speaker cable that enable them to be positioned in a wide array of areas for optimal coverage. Spreading the speakers equidistant from each other around the target area is typical.

4. Set the Recordings, Mode Settings and Volume Knob as desired. (See "PROGRAMMING YOUR SUPER BIRDXPPELLER" for complete details).
5. Slide the power switch to the ON position. The unit may take a few seconds before starting.
6. Close the cover and latch shut.

3.4 INSPECTION

- A. Visually inspect Bird Control Devices for poor adherence to mounting surfaces, or other problems related to poor installation or surface preparation. Be sure all indicator lights are illuminated.
- B. Repair as necessary immediately.

END OF SECTION 10 8113

SECTION 13 6700 – EXTRUDED ALUMINUM GABLE COVER SYSTEMPART 1 - GENERAL:RELATED DOCUMENTS:

Drawings of general provisions of Contract including General and Supplementary Conditions and Division 1 Specifications sections apply to work of this section.

Scope of Work: The work covered by this section shall include furnishings and installing Aluminum Gable Canopy, decking, fascia, beams. The canopy shall consist of structural aluminum panels bound by a framework of fascia which also acts as water collecting gutter. All components shall be as required to support design loads in accordance with engineering prints and calculations provided by the manufacturer, sizes shown on the drawings are for diagrammatical purposes only.

RELATED DOCUMENTS:

The bidding requirements, general conditions, supplementary conditions, drawings and requirements of division one specifications shall apply to work specified in this section.

DESCRIPTION OF WORK:

The extent of aluminum walkway cover is shown on the drawings and as specified herein.

Definition: Type 1, Extruded Aluminum Gable Cover shall consist entirely of extruded aluminum sections (roll-formed not acceptable). System shall consist of decking, fascia, accessory items and hardware to provide a complete system.

Water shall drain from deck into the existing beams and out at grade level of columns through weepholes.

SUBMITTALS:

Shop Drawings: Submit detailed drawings, layout of walkway cover system, all mechanical joint locations with complete details, connections, jointing and accessories.

Product Data: Submit manufacturer's product data, specifications, component performance data and installation instructions.

QUALITY ASSURANCE:

Codes and Standards: Comply with provisions of the following except as otherwise indicated.

1. International Building Code, latest addition with amendments, if any.
AWS (American Welding Society) standards for structural aluminum welding.

FOOTINGS: Concrete Footings should be designed and Engineered by Canopy Manufacture for gable canopy system per latest codes including wind

Manufacturer: Obtain aluminum covered walkway system from only one (1) manufacturer, although several may be indicated as offering products complying with requirements.

Installer Qualification: Firm with not less than three (3) years experience in installation of aluminum walkway covers of any type, quantity and installation methods similar to work of this section.

Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication where possible, to insure proper fitting of work. However, allow for adjustments with specified tolerations wherever taking field measurements before fabrication might delay work.

Shop Assembly: Pre-assemble units in shop to greatest extent possible and disassemble as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

Coordination: Coordinate work of this section with work of other sections which interfere with Gable Canopy system (sidewalks, curbs, building fascia's etc.)

PERFORMANCE REQUIREMENTS:

System Performance: Provide Aluminum Gable Canopy system that has been designed, produced, fabricated and installed to withstand normal temperature changes as well as live loading, dead loading and wind loading in compliance with Standard Building Code requirements for geographic area in which work is located and as follows:

1. The system shall be designed by registered Engineer in the State of Alabama, certifying the system meets all wind, foundation and all other applicable loads and requirements set forth by local or state building requirements.

Live Load:	20 p.s.f. minimum
<u>Structural design for wind forces:</u>	Comply with ASCE -7-10
Design Wind Velocity:	160 m.p.h.
<u>Risk Category</u> :	2
<u>Stability Criteria:</u>	International Building Code 2024 or Florida Building Code 2023

Sizes shown on drawings are to be considered minimum.
Roof structure shall be capable of sustaining severe icing, hail, hurricane force winds and supporting a concentrated load such as being walked upon.

PART 2 – PRODUCT

MANUFACTURERS: The following manufacturers products have been used to establish minimum requirements for materials, workmanship, and function:

Gulf South Metals Extruded Aluminum Gable Cover System is specified as the standard of quality.
Equal products of other manufacturers may be used in the work, provided such products have been approved, by the Architect, not less than ten (10) days prior to scheduled bid opening.

Approved Equals:
Gulf South Metals, LLC.
615 Wynn Road
Summerdale, AL 36580

Dittmer Architectural Aluminum
1006 Sheherd Road
Winter Springs, Florida 32708

Royal		Aluminum
US	Highway	441
Leesburg, Florida 34789		

Superior Aluminum Products
116 Clayton Court

Birmingham, Alabama 36209

MATERIALS:

All aluminum extrusions shall be alloy 6063 t-6 temper.

Columns- 12"x12" - .250 – Min

Gable Truss Beams (ALL WELDED) 6"x12" - .250 – Min

Fascia Gutter- 8"x4" - .125 – Min

Extruded Flat Roof Panels - 6"x3" - .080 – Min

FINISH – BAKED ENAMEL:

Color to be selected by manufactures standards.

FASTENERS:

Deck Screws (rivets not permitted): Type 18-8 non-magnetic stainless steel sealed with neoprene "O" ring beneath 5/8 outside dimension, conical washer.

Fascia Rivets: Size 3/16" by 1/2" grip range aluminum rivets with aluminum mandrel.

Bolts: All bolts, nuts and washers to 18-8 non-magnetic stainless steel.

Tek Screws: not permitted

WARRANTY:

Manufacturer shall warrant the entire system against defects in labor and materials for a period of one (1) year commencing on the date of substantial completion as established I Division One of these specifications.

Intention of this warranty is the manufacturer will come onto the jobsite and do all necessary to effect corrections of any deficiencies.

Prima Facie Evidence of defects in labor and material may include but is not limited to, one or more of the following:

1. Moisture Leaks
2. Metal failure including excessive deflection
3. Fastener failure
4. Finish failure

FABRICATION:

Comply with indicated profiles, dimensioned requirements and structural requirements.

Use sections true to details with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture, free from defects impairing strength and durability.

All welding to be done by heli-arc process.

Welded Gable Trusses shall consist of shop welded one piece units as per drawings. 4/12 pitch as per drawings. Non fully welded units not acceptable.

Roof Deck: Extruded aluminum shapes, interlocking self-flashing sections. Shop fabricate to lengths and panels widths required for field assembly. Depth of sections to comply with structural requirements. Provide shop induced camber in deck units with spans greater than 16'-0" to offset dead load deflections.

Expansion joints, design structure for thermal expansion and contraction. Provide expansion joints required.

Exposed rivets used to fasten bottom of fascia to deck to have finish to match fascia.

Apply a shop applied dip-coat of clear acrylic enamel to each column end terminating in concrete to insulate from electrolytic reaction. Column ends shall be pierced to "key" grout to bent for maximum uplift protection.

PART 3 – EXECUTION

DELIVERY, STORAGE AND HANDLING:

Deliver, store and handle covered walkway system components as recommended by manufacturer. Handle and store in a manner to avoid deforming members and avoid excessive stresses.

EXAMINATION:

Examine adjacent work for conditions that would prevent quality installation of system.

Do not proceed until defects are corrected.

DIMENSIONS:

General Contractor shall field confirm all existing locations, dimensions and elevations shown on shop drawings prior to fabrication.

INSTALLATION:

Install roof deck sections, accessories and related flashing in accordance with manufacturer's instructions. Provide roof slope for rain drainage without ponding water. Align and anchor rod deck units to structural support frames.

Assemble all components in a neat, workman like manner.

CLEANING AND PROTECTION:

Damaged Units: Replace roof deck panels and other components of the work which have been damaged or have deteriorated beyond successful minor repair.

Cleaning: Remove protective coverings at time in project construction sequence which will afford greatest protection of work. Clean finished surfaces as recommended by manufacturer. Maintain in a clean condition during construction.

END OF SECTION 13670

