

SECTION 000020 - INVITATION TO ENTER INTO CONTRACT NEGOTIATIONS

BAY DISTRICT SCHOOL BOARD

BAY DISTRICT SCHOOLS Merritt Brown Middle School

New Classroom Building

DAG ARCHITECTS INC. PANAMA CITY

455 HARRISON AVE., SUITE I

PANAMA CITY, FLORIDA 32401

(850) 387-1671

The Bay District School Board is extending an invitation to **Culpepper Construction Company** to submit a Contract and GMP to perform all work associated with the demolition on Existing Building 1 – 4 Phase 1. Phase 2 Buildings 5-8.

The Construction Management firm must submit, along with a preliminary AIA Contract, a properly executed "Contractor's Qualification Statement" AIA Document A-305 which is to include a current financial statement, an experience, competence and performance report, and references from at least three prior projects similar in size and scope, along with the name of a contact person on each of those projects. The CM must be a Pre-Qualified Contractor in order to submit a GMP and work for the Bay County School Board.

Performance and Labor and Material Bonds will be required for this project. Workman's Compensation Insurance and other Insurance as detailed in the specifications will be required as well.

The Bay District School Board needs the above referenced project Substantially completed by **October 2026**.

Electronic documents are available from the Architect's office: **DAG ARCHITECTS**. Contact: **Chuck Helmer** at chelmer@dagarchitects.com to obtain documents.

Before the GMP is considered for award, the Construction Manager may be requested by the Owner to submit additional statements regarding previous experience in performing comparable work, business and technical organization, financial resources and plant available to be used in performing the work. The Bay District Schools reserves the right to waive irregularities and to reject any, and all Bids.

END OF SECTION 000020

SECTION 000100 - INSTRUCTIONS TO CONSTRUCTION MANAGERS1.0 **GENERAL:**

1.1 The Drawings and Project Manual cover only the demolition at the following School Board Facility in Panama City, Florida:

- A. St. Andrews Oakland Terrace Elementary
2010 W. 12th St. Panama City, Florida 32401

1.2 Contractor shall be fully responsible for all labor, materials, and equipment necessary for the complete construction of the work as required in the Contract Documents.

2.0 **PROCUREMENT OF BIDDING DOCUMENTS:**

2.1 The Construction Manager may obtain a complete electronic set of Documents from DAG Architects. See the 'Invitation to Enter into Contract Negotiations for the Architect's Address, Phone, & Email information.

2.2 The Contractor shall use complete sets of Bidding Documents in preparing bids; neither the Owner or the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

3.0 **EXAMINATION OF BIDDING DOCUMENTS AND SITE:**

3.1 Prior to submitting a GMP, the Construction Manager shall carefully examine the Bidding Documents and the construction site. The CM shall fully inform him/herself prior to providing a GMP as to all existing conditions and limitations under which the work is to be performed and shall include in his/her bid a sum to cover the costs of all items necessary to perform the work as set forth in the Contract Documents.

3.2 Site visits shall be coordinated with Bay District School's Facilities Department (850) 767-4139.

3.3 No allowance will be made to any CM/Bidder because of lack of such examination or knowledge. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such an examination. The CM/Bidder shall be responsible for verifying all dimensions which may affect the work.

3.4 No claim for additional compensation shall be entertained on behalf of or paid to Contractor or any Subcontractor on account of his/her failure to be fully informed of all requirements of all parts of the Specifications, Addenda or Drawings. They are part of the Contract Documents and of the Contract and all Bidders should be thoroughly familiar with the content and requirements before submitting proposals.

3.5 There will be a **Voluntary Pre-Bid Conference**.

4.0 **INTERPRETATIONS AND ADDENDA:**

4.1 The CM/Bidder shall carefully examine and compare the Bidding Documents, project site and local conditions with each other. No later than seven (7) days prior to the date for receipt of Bids, Bidder shall make a written request to the Architect for interpretation or correction of any errors, ambiguities or inconsistencies found during his examination, using the "Request for Clarification" form at the end of this section (Attachment 00100-1).

"Request for Clarification" forms shall also be used to present any questions and/or clarifications about the project at the Pre-Bid Conference. Questions not presented on Clarification Form may not be addressed. Verbal responses from the Architects office are not to be considered official.

- 4.2 Interpretations, corrections, and changes to the Bidding Documents will be made by Addendum. Addendums will be e-mailed or made available electronically to the Construction Manager. The Architect and the Owner will not be responsible for interpretations, corrections or changes made in any other manner, and the Bidder shall not rely on them.
- 4.3 Any item, material, condition, service, etc. that may be referenced to in the drawings or specifications, and that is not clearly understood by the bidder as to the Architects intent, shall be clarified by the bidder prior to the Bid. Failure to clarify any ambiguity shall not relieve the bidder from supplying the intent of the Architect as part of the base contract.

~~5.0 SUBSTITUTIONS (prior to bidding):~~

~~Substitutions will be considered prior to receipt of Bids only if a written request for approval is submitted to the Architect no later than ten (10) days prior to the date for receipt of Bids. Each request shall include a complete description of the proposed substitution, along with drawings, performance and test data, and any other information required for a complete evaluation. The Architect's decision of approval or disapproval will be final.~~

~~If the Architect approves the proposed substitution, such approval will be set forth in addenda. Bidders shall not rely on approvals made in any other manner.~~

~~Substitutions will be considered after the Contract award only if they are in compliance with the conditions set in Section 012500 — Substitution Procedures.~~

- 6.0 Value Engineering Statement: Bidders may submit Value Engineering changes to the bid documents that **may or may not** be accepted by the Owner. Such Value Engineering changes must maintain the intent of the construction documents and meet all code requirements. Bidders must provide a bid price for the construction as designed (per Construction Documents) so that Value Engineering changes may be **added or deducted** from that total (Base Bid) to arrive at the project's low bid amount.

6.0 FAMILIARITY WITH LAWS:

- 6.1 The Bidder shall be familiar with all Federal, State and local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of Bidder shall in no way relieve the Bidder from responsibility.

6.2 EQUAL OPPORTUNITY

- .1 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- .2 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

6.3 JESSICA LUNSFORD ACT

- .1 All personnel on the referenced project must comply with "The Jessica Lunsford Act" (Florida Statute 1012.465). In addition, Bay District Schools requires a level two background screening. The screening process and I.D. badges are available from The Safety and Security Office of Bay District Schools, located at 1120 W. 17th Street, Panama City, Florida at a cost to the Contractor. Identification badges issued by the Bay County School Board shall be displayed by all Contractors'

and subcontractors' employees when on school property. The badges must be renewed in June of each year at a cost to the Contractor. The State-Wide Florida Contractor I. D. badge issued by DOE is also accepted.

- .2 The Owner reserves the right to restrict access to a higher standard than the threshold set forth in the revised Jessica Lunsford Act Statute. Screening shall be commensurate with the screening standards in Level 2 as defined by Section 435.04.F.S.
- .3 In cases where non-instructional contractors who under Section 1012.467(2)(a), F.S., would be subject to reduced screening standards are denied access as a result of Level 2 screening, the contractor may appeal the decision in writing within 10 days of notification of denial. The Superintendent shall act upon the appeal within 30 days of receipt of the appeal. In the review of all appeals a reasonable basis shall apply.
- .4 The JLA Section 1012.468(2)(a), F.S., as amended, allows contractors who have not passed background screening to work on school grounds as long as they are under direct line of sight supervision of a screened supervisor or District employee. Except as outlined in (b) and (c) of this rule, the Owner does not grant this degree of latitude due to the possibility that the screened supervisor may be called away by an emergency or lose sight of an employee.
- .5 Line-of-sight provisions may be used for individual contractors providing training or educational resource presentations provided they are escorted by responsible District administrative staff to and from the delivery venues and remain under constant supervision throughout their lecture/training delivery obligation. Departments utilizing such individual contractors must notify the District Safety and Security Office in writing prior to their arrival. These exempted individual contractors must be checked against the national sexual offender database by the responsible District administrative staff member.
- .6 Line-of sight provisions may be used for contractors responding to time sensitive critical emergencies provided they are escorted by responsible District administrative staff to and from the work site and remain under constant supervision throughout their service/repair obligation. Departments utilizing such individual contractors should coordinate with the District Safety & Security Office. These exempted individual contractors must be checked against the national sexual offender database by the responsible District administrative staff.
- .7 The JLA Section 1012.468(2)(e), F.S., as amended, allows personnel who have not passed background screening to work on a school campus if there is a barrier in place configured so as to ensure reasonable physical separation from normal student activity. This requires a 6-foot chain link fence, with a single ingress/egress point allowing access only from off-campus/public right-of-way. The physical barrier provision is allowed. However, the fence must also include a visual fabric screen and remain intact throughout the time workers are on campus. Should the fence be damaged, repairing it shall be the contractor's immediate priority. If the fence is not repaired, all unscreened workers will be required to leave the jobsite.

All workers entering an enclosed work area under the conditions set forth in this spec section will be required to be screened through the "raptor system" on campus and will be required to maintain and display a project specific credential showing that they have the required raptor clearance. It is the intent of BDS facilities that this will be in the form of a hard hat sticker and a project record consisting of a registry of workers' names and copies of identification used to obtain raptor clearance. The credentials shall be numbered and the unique number assigned to each person shall be recorded. The registry shall be held on site and maintained by the contractor at all times and made available for owner review at any time. Any worker who will engage in activities outside the project barrier as described in this section will be required to obtain and display JLA badging as set forth in other sections of this specification. It shall be the responsibility of the prime contractor and/or CM to ensure adherence to these requirements is maintained at all times.

- .8 Section 1012.468(2)(f), F.S., allowing exemption for delivery personnel is reasonable and shall be applied. Contractor personnel who enter campuses only briefly to pick up or deliver materials, commodities, or property and who are under supervision of school employees their entire time on campus will be exempt from screening. This does not include service technicians who make more lengthy visits to work on equipment on campuses.
- .9 District properties where students are not present during the course of the normal education process are exempt from the requirements of JLA screening. District facilities employing student workers are not exempt.
- .10 Background checks, where required, are to be done at least every five (5) years. However, the Owner reserves the right to limit some credentials to a shorter term and can require more frequent background checks for renewal as deemed necessary.
- .11 Screening information will be shared with other districts as provided by Section 1012.467(7)(a), F.S.

7.0 FLORIDA PRODUCTS AND LABORS:

- 7.1 The Bidder's attention is called to Section 255.04 of the Florida Statutes which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are the same as products and labor specified.

8.0 TIME OF COMPLETION:

- 8.1 The project will have completion dates and liquidated damages as stated in Sections 000300, 000800 and in the "Standard Form of Agreement Between Owner and Construction Manager".
- 8.2 The Contractor shall begin the work at each site no later than 48 hours after the effective date of the notice to proceed. Work shall commence and continue unimpeded in pursuit of complying with the project schedule requirements.

9.0 PREPARATION AND SUBMISSION OF BIDS:

- 9.1 All bids submitted shall be prepared in duplicate in conformity with all requirements of the Project Manual, Drawings, and Addenda. Bid documents shall be enclosed in a sealed envelope and shall be clearly labeled "Bid Documents" so as to guard against opening prior to the time set thereof.
- 9.2 The Construction Manager shall require the subcontractors to submit their legal name and business address, stated in full, along with their state license number and the job number of the project on their bid submission. Bidders shall be licensed to do business in the State of Florida at the time of submitting proposal.
- 9.3 If email bids are accepted, the following process must be followed:
 - Subcontractor bids to be emailed to the Construction Manager and the Architect jointly.
 - Bid must be submitted on the Construction Manager's Bid form
 - Header must show Project number, name & Bid Trade type.
 - The date & time of receipt of the email should be clear in the email header.
 - Construction Manager to print and place the Bid in a sealed envelope.
- 9.4 No verbal, telegraphic, or telephonic bid modifications or cancellations will be considered.
- 9.5 The Construction Manager guarantees there shall be no revisions or withdrawal of the bid amount for a period of 45 days after notice to proceed.
- 9.6 Signatures shall be in longhand and executed by a Principal duly authorized to make contracts.

- 9.7 The Construction Manager's GMP proposal shall reflect the cost of all work required by the bidding documents, plus additions, deletions, or modifications required by addenda issued prior to bid opening.
- 9.8 It is understood that the Construction Manager shall provide and pay for all required materials, labor, tools, transportation, superintendence, temporary construction of any nature, and all other services and facilities whatsoever necessary to execute, complete and deliver the work within the specified time. Any work which must be carried on after regular hours, on weekends or legal holidays shall be performed without additional expense to the Owner.
- 9.9 It is Bidder's sole responsibility to see that his Bid is received at the proper time. Any Bid received after scheduled bid opening time shall be returned to Bidder unopened.
- 9.10 All taxes imposed by city, state, or federal government, as specified in Division 01, shall be included in the bid sum.
- 10.0 (Not Used)
- 11.0 LISTING OF SUBCONTRACTORS:
- 11.1 In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on this project, the Construction Manager shall submit with his/her GMP a list of the Subcontractors who will perform the work for each division of the specifications, as indicated by the "List of Subcontractors" form contained in these specifications. The Construction Manager shall have determined to his/her own complete satisfaction that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by this agreement and is qualified both technically and financially to perform that pertinent phase of the work for which he is listed. Only one subcontractor shall be listed for each phase of work.
- 11.2 After public opening and reading of proposals, the listing of subcontractors submitted by the Construction Manager's Bid Tab will be reviewed by the Owner, **privately**.
- 11.3 It is also specified in a Division-1 Section that, in addition to the above, The Owner reserves the right to approve all subcontractors before work is started and that a complete list of all subcontractors shall be submitted.
- 12.0 POSTING OF BID TABULATIONS: The Construction Manager will post Bid tabulations with recommended awards at the location where bids are opened and forward a copy to the Facilities Department so it can be posted on the District's website. The Bid Tabulations will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 13.0 Not used:
- 14.0 OPENING OF BIDS:
- 14.1 Bids will be opened publicly and read aloud at the time and date indicated in the Invitation to Bid. The person opening the Bids will determine when the specified time has arrived, and Bids received after this time will not be considered.
- 14.2 A representative from Bay County District Schools must be present at all bid openings.
- 15.0 Not used:
- 16.0 EVALUATION AND CONSIDERATION OF BIDS:
- 16.1 It is the intent of the Owner to award the Contract to the lowest responsible Bidder provided the Bid has

been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid, which in the Owner's judgement, is in the best interest of the Owner.

16.2 The Owner shall have the right to accept Alternates in any order and to determine the low Bidder on the basis of the sum of the base bid and Alternates accepted.

16.3 The Construction Manager will award the Bids per the Owner's direction.

17.0 REJECTION OF BIDS:

17.1 The Owner reserves the right to reject any or all Bids when such rejection is in the best interest of the Owner, to reject a Bid not accompanied by a Bid Security, or to reject a Bid which is in any way irregular or incomplete.

18.0 OWNER'S FINANCIAL CAPACITY:

18.1 The Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract to the Construction Manager under consideration for award of the Contract, if requested, no later than seven days prior to the expiration of the time for withdrawal of bids. If reasonable evidence is not furnished, the Construction Manager will not be required to execute the Agreement between the Owner and the Construction Manager.

19.0 SUBMITTAL:

19.1 The Construction Manager shall furnish to the Owner, through the Architect, in writing a designation of work to be done by his/her own forces, names of the manufacturers, products and suppliers of principal items or systems of materials and equipment proposed for the work, names of people or entities proposed for the principal portions of the work. Before entering a Bid of self-performance, the Construction Manager must get prior Owner Approval and must still Bid out the Scope of work.

19.2 Prior to Approval of the GMP, the Architect will notify the Construction Manager in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any person or entity proposed by the Construction Manager. The Construction Manager may, at his/her option, withdraw the bid or submit a substitute with an adjustment in the GMP. In either event, the bid security will not be forfeited.

19.3 Persons and entities proposed for the work of which the Owner and the Architect have no objection shall not be changed except with the written consent of the Owner and the Architect.

20.0 (Not Used)

21.0 COST BREAKDOWN:

21.1 The successful bidder will be required to submit, at the start of the job, and prior to the first application for payment, a breakdown of construction costs (Schedule of Values), itemized, to be used for accounting purposes.

22.0 BAY DISTRICT SCHOOL BOARD PURCHASES:

22.1 **The Construction Manager shall include in his/her Bid the cost of all equipment, materials, labor and applicable taxes. The Bay District Schools, however, shall be allowed to purchase any number of items it chooses, always per owner direct purchase requirements, or per other circumstance as required by owner and mutually agreed by and between affected parties. The Contract, in such cases, shall be amended by change order.**

22.2 Coordination of this process shall be worked out between the Owner and the Contractor who is awarded the Contract.

23.0 OWNERS RIGHTS:

23.1 The Owner reserves the right to reject any or all Bids when such rejection is in the best interest of the Owner, to reject a Bid not accompanied by a Bid Security, to reject a Bid which is in any way irregular or incomplete, or to withdraw the request for Bids.

23.2 *At the discretion of the owner, the owner reserves the right to amend, alter, or remove a bid scope or any part of a bid scope at any time after bids are received but prior to the bid award. This may be applicable for any scope within any project*

24.0 ADDITIONAL REQUIREMENTS:

24.1 Refer to Section 011000 - SUMMARY OF THE WORK for additional requirements.

END OF SECTION 000100

**UNIFORM FEDERAL CONTRACT PROVISIONS RIDER
FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS**
(Version 02.16.2018)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts (“Rider”) must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]

A. *Definitions.* As used in this Rider:

- (1) “Awarding Entity” means the entity awarding the Contract. The Awarding Entity may be the District or a contractor at any tier.
- (2) “District” means Bay District Schools.
- (3) “Superintendent” means the Superintendent of the District entering into this Contract.
- (4) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) “Contract” refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) “Contractor” means the entity performing the services pursuant to a Contract.
- (7) “Federal Agency” means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) “Government” means the U.S. government.
- (9) “Rider” means this Uniform Federal Contract Provisions Rider.

B. *Termination and Remedies for Breach of Contract.* The following provisions concerning remedies for breach of contract and termination apply to Contracts between the District and their Contractor.

- (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the District may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the District may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the District may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or

(iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the District may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the Primary Entity shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the District, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the District. The excess expense of such completion, including any and all related and incidental costs, as so certified by the District may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The District shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause.** The District shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the District to be necessary, the District shall effect termination according to the following procedure:

i. *Notice to Cure.* The District shall give written notice of the conditions of default signed by the Superintendent, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Superintendent may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Superintendent may declare the Contractor in default. Before the Superintendent may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days’ notice. The Superintendent may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Superintendent may terminate the Contract, in whole

or in part, upon finding the Contractor in default. The Superintendent shall give the Contractor written notice of such termination (“Notice of Termination”), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The District shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services.

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner.

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property.

c. a criminal violation of any state or federal antitrust law.

d. violation of the Racketeer Influence and Corrupt Organization Act, 18

U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract.

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a District vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for District or other government work.

v. *Basis of Settlement.* The District shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the District in its Notice of Termination. The District shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the District in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience.** The District shall have the right to terminate the Contract for convenience, by providing written notice (“Notice of Termination”) according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination,

which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

c. Termination due to Force Majeure

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Superintendent to excuse the nonperformance and/or terminate the Contract. If the Superintendent, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Superintendent shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the District terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

d. Termination due to Reductions in Federal Funding

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the District shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service

components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the District shall not be bound to utilize any of the Contractor's suggestions and that the District shall have sole discretion as to how to effectuate the reductions.
- iii. If the District reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

C. Standard Provisions. The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

- (1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, District or any other State or Federal governmental agency with jurisdiction.
- (2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
- (3) *Environmental Protection.* If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.
- (4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

- (5) *Debarment.* The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.
- (6) *Lobbying.* The Contractor certifies, to the best of its knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>) in accordance with its instructions; and
 - c. It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (7) *Solid Waste Disposal Act.* Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (8) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.
- (9) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for five years after final payment under the Contract is made and all other pending matters are closed.
- (10) *Records Access.* The Contractor shall grant access to the District, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- (11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- (12) *Intangible Property.*
- a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to

- use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.
- b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract (“Copyrightable Materials”), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the District. The Copyrightable Materials shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the District shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the District, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The District may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the District and set forth in the license.
- c. The Contractor acknowledges that the District may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the District upon execution of this Contract.

- e. The Contractor shall promptly and fully report to the District any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for District or governmental purposes.

D. Special Provisions for Construction Contracts. If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

- a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.
- b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the

United States for liquidated damages.

- c. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.
- d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(2) *Equal Employment Opportunity*. Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.

- 1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this Contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable

tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action

steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and

place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to

assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of

other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

a. Definitions. The following definitions apply to this section (D).

- i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
- ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

- iii. “Practical Application” means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
 - iv. “Made” when used in relation to any invention means the conception or first actual reduction to practice of such invention.
 - v. “Small Business Firm” means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
 - vi. “Nonprofit Organization” means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- b. *Allocation of Principal Rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.*
- i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the

inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the District and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

- ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the District and the Federal Agency within two years of disclosure to the District and the Federal Agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.
- iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

f. Contractor Action to Protect the Government's Interest

- i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable

the Government to obtain patent protection throughout the world in that subject invention.

- ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.
- iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

- i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- ii. The Contractor will include in all other subcontracts,

regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.

- h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:
 - i. Such action is necessary because the Contractor or assignee has not taken or is not expected to take within

- a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees.
 - iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licenses; or
 - iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. *Special Provisions for Contracts with Nonprofit Organizations.*
If the Contractor is a nonprofit organization, it agrees that:
- i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor.
 - ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
 - iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
 - iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as

any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv).

1. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the District upon request.

FEDERAL EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

<u>Trade</u>	<u>Goal</u> <u>(percent)</u>
Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steamfitters	12.2 to 13.5
Metal Lathers	24.6 to 25.6
Painters	28.6 to 26.0
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron Workers (structural)	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos Workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron Workers (ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glazers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All Other	16.4 to 17.5

Goals and Timetables for Women

From April 1, 1980, until the present 6.9

These goals are applicable to all the Contractor’s Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and no federally involved Construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each

of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the local Municipality.

FEDERAL EXHIBIT 2**EXHIBIT
Federal Labor Standards Provisions (Non-Davis Bacon)¹
Federal Emergency Management Agency
(10/27/2015)**

Applicability: The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. Compliance with the Copeland “Anti-Kickback” Act.

1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

B. Compliance with the Contract Work Hours and Safety Standards Act. The provisions of this Section B are applicable where the amount of the prime contract exceeds \$100,000.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

¹ This version of Exhibit 2 applies to contracts funded by FEMA Grant and Cooperative Agreement Programs,

including the Public Assistance Program. Do not use this version of Exhibit 2 in connection with FEMA programs that are subject to the Davis-Bacon Act; such programs are the Emergency Management Preparedness Grant Program, the Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this Section B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 3. **Withholding for unpaid wages and liquidated damages.** The Municipality shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section B.
- C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
 2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
 3. The contractor shall include the provisions of this paragraph in every subcontract

so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL EXHIBIT 3

FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) RIDER (10/27/2015)

For use with contracts funded by the FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program

(This Rider should not be used with contracts funded by the following FEMA Programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. This Rider should be accompanied by the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.)

1. Suspension and Debarment. Section C (5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is supplemented with the following provisions:
 - (a) This contract is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, the Contractor certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.
 - (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (c) The certification in paragraph (a), above, and section C (5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is a material representation of fact relied upon by the Municipality. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Municipality and, if applicable, the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
2. Davis-Bacon Act. For the purposes of Section D(1)(a) of the Uniform Federal Contract Provisions Rider, compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) **is not required of the Contractor** pursuant to FEMA regulations. However, **if this Contract is funded by another federal funding source** (e.g., the U.S. Department of Housing and

Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the contract documents.

3. Rights to Inventions Made Under a Contract or Agreement. Section E of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts does not apply to the following FEMA Programs: Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.
4. Copeland “Anti-Kickback” Act. The Contractor shall comply with provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (A).
5. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (B).
6. Access to Records.
 - (a) The Contractor agrees to provide the Municipality, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (b) The Contractor agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.
 - (c) The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
7. Logos. The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
8. Compliance with Law. The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only and agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
9. Federal Government not a Party. The Contractor acknowledges and understands that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Municipality, Contractor or any other party pertaining to any matter resulting from the contract.
10. False Claims. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the

Contractor's actions pertaining to this contract.

This Page Intentionally Left Blank

BAY DISTRICT SCHOOLS

SECTION 000300 - BID FORM

PROJECT: Bay District Schools – Margaret K. Lewis Early Demolition Package at Oakland Terrace

Disclaimer: CM may substitute contractor’s own bid form for subcontractor’s bids only. The Bay District Schools Bid Form included herein shall be completed by CM and submitted in the GMP document.

DATE: _____

BIDDERS NAME: _____

STREET AND CITY: _____

TELEPHONE NO: _____

TO: Bay County School Board
1311 Balboa Avenue
Panama City, Florida 32405

In submitting the GMP, I agree:

1. To hold the GMP in full force and effect for a period of 45 (forty five) calendar days after the date of submitting the GMP.
2. To abide by the provisions of the Instructions to Bidders regarding disposition of the Bid Security.
3. To enter into and execute a Contract within **7 (Seven) calendar days** after said Contract is delivered to me, if awarded said Contract on the basis of this Bid, and to furnish Performance Bonds and Labor and Material Payment Bonds in accordance with the General Conditions.
4. To accomplish the work in accordance with the Contract Documents and to commence such work on or before the date to be specified by the Architect in the written "Notice to Proceed" and to substantially complete the Project within numerical number of **409 consecutive calendar days** given in the Guaranteed Maximum Price and to final completion within **30 (Thirty) consecutive calendar days** thereafter.
5. To pay as liquidated damages, the sum of **\$500 / day** for each consecutive calendar day after the date for substantial completion, as specified in the Contract.
6. To pay the sum of **one-fourth (1/4)** of the rate previously indicated for each consecutive calendar day beginning 30 days after substantial completion, and until final completion, as specified in the Contract.
7. To allow to be withheld three (3) times the installed market value of any item on punch list, as determined by the Architect, that has not been completed at the time of final completion.
8. To start construction on or about **June 1st**; Notice to Proceed to be issued by Architect.

Also examined were the Contract provisions, and the conditions affecting the Work and Addenda including,

Addendum No.: ____; Dated: _____; Pages ____ of ____.

Addendum No.: ____; Dated: _____; Pages ____ of ____.

Addendum No.: ____; Dated: _____; Pages ____ of ____.

Addendum No.: ____; Dated: _____; Pages ____ of ____.

The bidder, in compliance with your Advertisement for Bid and the Contract Documents, for **Margaret K. Lewis early demolition package** and having become thoroughly familiar with the terms and conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all the work required to construct and complete said work in accordance with the Contract Documents, for the following sums of money; which include all labor, materials, labor, services, equipment tools, transportation, licenses, fees, permits, etc. necessary for completion of the work shown on the drawings and in the specifications.

_____ (\$_____)

The names of all persons interested in the foregoing bid as principals are:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary, if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full.

Licensed in accordance with an act for the registration of contractors, and with license number:

_____.

SIGN HERE:

Signature of Bidder

Witness

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Telephone number: _____

Date of proposal: _____

- ATTACHMENTS: List of Subcontractors
 Public Entity Crimes Form
 Drug Free Workplace Form
 Material Safety Data Form
 AIA Document A305- Contractor's Qualification Statement

END OF SECTION 000300

**SECTION 000420 - PUBLIC ENTITY CRIME, DRUG FREE WORK PLACE & MATERIAL SAFETY
DATA FORMS**

The following forms are included herein and shall be completed and submitted by all Bidders with their proposals in accordance with the Instructions to Bidders:

1. State of Florida Form, "Sworn Statement Under Section 287.133 (3)(a), Florida Statutes, On Public Entity Crimes"
2. State of Florida Form, "Sworn Statement Under Section 287.087 and 440.102, Florida Statutes, Drug Free Work Place Program"
3. State of Florida Form, "Sworn statement pursuant to Florida statutes, Material safety data form (MSDF)"

END OF SECTION 000420

1. I have executed and attached the following:

- a. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.
- b. Sworn Statement on Drug-Free Workplace Program.
- c. Sworn statement on Material Safety Data Form (MSDF).

COMPANY

DATE

BY (SIGNATURE)

TITLE
(SEAL – IF BID IS BY CORPORATION)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me,
[name of individual signing]

affixed his/her signature in the space provided above on this _____ day
of _____, 20 ____.

NOTARY PUBLIC

My commission expires:
SEAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____.
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

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

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed typed or stamped commissioned name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.087 AND 440.102,
FLORIDA STATUTES,

DRUG-FREE WORK PLACE PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

2. It is my understanding that the Owner, Bay County School Board is encouraged by State Law to give preference to entities with DRUG-FREE WORK PLACE PROGRAMS authorized by Florida Statutes, Section 287.087 and that the entity is eligible for discounts to its Worker's Compensation Insurance Premiums under Florida Statute Section 440.102.

(signature)

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

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES,
MATERIAL SAFETY DATA FORM (MSDF)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bay County School Board

by _____.

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

2. It is my understanding that the Owner, The School Board of Bay County (BCSB) requires the Bidder to submit to the Owner within five (5) business days from Bid Date the following items:

- a. List of all chemicals and/or products that may emit, leak, evaporate, be dissolved from, or produced by the services that the Contractor is proposing;
- b. List shall include a clear deliberation of chemical content of product, containing all information required by Federal OSHA Hazard Construction Law and Florida's Right-to-Know Law; list shall have Bid number and Bid Item Number stated on Data Sheets.
- c. For building or construction materials, or building furnishings, the Contractor shall submit in writing any chemical emission or exposure data that the product contains.
- d. Safety and Health Precautions to be employed to protect Workers who will be doing the work;
- e. Safety and Health Precautions to be employed to protect the building occupants, general public and other nearby tradesmen;
- f. Safety and Health precautions to ensure that the work space, building, or School Board's properties are not contaminated as it may relate in any way to the services that are provided;

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

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

SECTION 000430 - LIST OF SUBCONTRACTORS

**BAY DISTRICT SCHOOLS
 CONTRACTOR AND SUBCONTRACTOR LICENSE DECLARATION**

Facilities: _____ Date: _____

Project Title: _____ BDS Project Number: _____

The following information must be provided by the Contractor as part of their bid submittal.

Prime Contractor's Signature: _____

Contractor	Address	Phone Number	License Number
Prime			
Plumbing			
HVAC			
Electrical			
Utilities			
Fire Alarm			
Roofing			
Other			
Other			

Note: A total listing of subcontractors and suppliers is required to be executed within 72 hours of Bid Opening by

SECTION 00430 - LIST OF SUBCONTRACTORS (continued):

apparent low bidder or if requested by Owner. If, due to alternate bids, more than one subcontractor or supplier must be considered, Contractor shall list each and state which is to be considered for base bid work and which is to be considered if a specific alternate is to be accepted.

Subcontractors listed in the Bid shall not be replaced without cause, once list has been opened and made public, in accordance with Section 255.0515, F.S.

The undersigned declares that he/she has fully investigated each subcontractor listed and has determined to his/her own complete satisfaction that such subcontractor maintains a fully equipped organization, capable, technically and financially, of performing the pertinent work, and that he/she has made similar installation in a satisfactory manner.

FIRM: _____
(Name of Firm)

BY: _____
(Signature of Bidder)

(Name of Bidder)

TITLE: _____
(Title of Bidder)

DATE: _____

END OF SECTION 000430

SECTION 000500 - AGREEMENT FORMS

The "Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed maximum Price", The American Institute of Architect's (AIA) Document A133-2019, 2019 Edition, twenty-four (24) pages, is included herein and shall be used, as modified, on this Project as the Agreement Form.

END OF SECTION 000500

This Page Intentionally Left Blank



AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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 Construction Manager:
(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 Construction Manager 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.

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

Init.

/

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant

or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using 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.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

Init.

/

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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

§ 6.1.7 Other:

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

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager;

or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 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 Construction Manager 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.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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 Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager 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;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 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.)

§ 11.1.8.1.1 The following items are not subject to retainage:

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

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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

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

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager'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;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

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

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 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 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the 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.)

§ 12.2 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 Article 15 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Construction Manager 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 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. 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.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance

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

Coverage

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 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.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 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.)

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

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

- .7 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 Construction Manager’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 is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)



Init.

/

SECTION 000610 - PERFORMANCE BOND AND PAYMENT BOND

The "Performance Bond" and "Payment Bond", The American Institute of Architects' (AIA) Document A312-2010, 2010 Edition, four (4) pages each, is included herein and shall be used on this Project as the Performance Bond and Payment Bond.

END OF SECTION 000610

-

This Page Intentionally Left Blank



AIA[®]

Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:43:31 ET on 10/13/2020.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:31 ET on 10/13/2020 under Order No. 3994842707 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:44:39 ET on 10/13/2020.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:44:39 ET on 10/13/2020 under Order No. 3994842707 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 000625 - ACCEPTABLE SURETY COMPANIES

PART 1 - GENERAL

1.01 To be acceptable as Surety on Performance and Payment Bonds, a surety company shall comply with the following provisions:

- A. The Surety Company must be admitted to do business in the State of Florida.
- B. The Surety Company shall have been in business and have a record of successful continuous operations for at least five years.
- C. The Surety Company shall have at least a minimum ‘A ’ rating, based on Best Ratings and Financial Performance Ratings from A.M. Best Company as follows:

BEST’S RATINGS	
A++, A+	Superior
A, A-	Excellent
B++, B+	Very Good
BEST’S FINANCIAL PERFORMANCE RATINGS	
9	Very Strong
8, 7	Strong
6, 5	Good

<u>CONTRACT AMOUNT</u>	<u>FINANCIAL SIZE CATEGORIES</u>
Less than 1,000,000	FSC I
1,000,000 to 2,000,000	FSC II
2,000,000 to 5,000,000	FSC III
5,000,000 to 10,000,000	FSC IV
10,000,000 to 25,000,000	FSC V
25,000,000 to 50,000,000	FSC VI
50,000,000 to 100,000,000	FSC VII

- 1. Best's Rating represents an opinion based on a comprehensive quantitative and qualitative evaluation of a company’s balance sheet strength, operating performance and business

ACCEPTABLE SURETY COMPANIES

SECTION 000625 - ACCEPTABLE SURETY COMPANIES (continued):

profile or an equivalent rating from the Insurance Commissioner, if not rated by Best's.

2. Best Financial Performance Rating represents an opinion based primarily on a quantitative evaluation of a company's balance sheet strength and operating performance for companies that do not meet the minimum size and/or operating experience requirements for a Best's Rating.

1.02 The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

- A. Any risk or portion of any risk shall have been reinsured (in which case these minimum requirements contained herein also apply to the reinsuring carrier) in assuming insurer authorized or approved by the Insurance Commissioner to do such business in this State shall be deducted in determining the limitation of risk prescribed in this section.
- B. In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the content of the Surety and for the protection of the Surety.

PART 2 - PRODUCTS N/A

PART 3 - EXECUTION N/A

END OF SECTION 000625

SECTION 000700 - GENERAL CONDITIONS

The "General Conditions of the Contract for Construction", The American Institute of Architects' (AIA) Document A201-2017, forty-one (41) pages, is included herein.

END OF SECTION 000700

THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>
<< >>

TABLE OF ARTICLES

- | | |
|----|---|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT |
| 15 | CLAIMS AND DISPUTES |

INDEX

(Topics and numbers in bold are Section headings.)

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, **11.1.3**, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1,
13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8,
15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,
9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1

Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.3.1, 9.6.6, 9.8

Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY **10**

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,

9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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.



SECTION 00 08 00 – SUPPLEMENTARY GENERAL CONDITIONSSUPPLEMENTS TO A.I.A. DOCUMENT A201, 2017 EDITION
GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION

TABLE OF CONTENTS:

ARTICLE 1:	General Provisions
ARTICLE 2:	Owner
ARTICLE 3:	Contractor
ARTICLE 4:	Architect
ARTICLE 5:	Subcontractors
ARTICLE 6:	Construction by Owner or By Separate Contractors
ARTICLE 7:	Changes in The Work
ARTICLE 8:	Time
ARTICLE 9:	Payments and Completion
ARTICLE 10:	Protection of Person and Property
ARTICLE 11:	Insurance and Bonds
ARTICLE 12:	Uncovering and Correction of Work
ARTICLE 13:	Miscellaneous Provisions
ARTICLE 14:	Termination or Suspension of the Contract
ARTICLE 15:	Claims and Disputes
ARTICLE 16:	Equal Opportunity

GENERAL

These Supplementary General Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction," A.I.A. Document A201, 2017 Edition. The A.I.A Document A201, 2017 Edition is hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier. Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph, or Sub-Subparagraph thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph, or Sub-Subparagraph shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS:**1.1 BASIC DEFINITIONS:**

1.1 Supplement Paragraph 1.1 as follows:

“1.1.1.1 The General Contractor’s and Subcontractor's Proposal Forms as accepted by the Owner shall be a part of the Contract Documents.

1.1.9 "Provide", as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, or production or installation of an item or system usable in the complete project.

1.1.10 “Diagrammatic”, as used in the Contract Documents, shall mean to outline in schematic form or an illustration to be used as a guide only.

1.1.11 “Product”, as used in these Contract Documents, includes materials, systems and equipment.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

1.2.1 Delete subsection entirely and substitute the following:

“1.2.1 The intent of the Contract Documents is to include all items necessary for the execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Performance by the Contractor and Subcontractors shall be required to produce the intended results. In cases of discrepancies between the Contract Documents, the Agreement shall take precedence over the Drawings and Specifications, and the Specifications shall take precedence over the Drawings, except as

listed. Large scale plans, sections, and details take precedence over smaller scaled items. Plan schedules shall control over general plans. Addenda and Change Orders supersede only affected portions of the Documents.

1.2.1.1 The Contractor/Subcontractor, however, shall be held to providing completed work, according to the meaning and intent of the Drawings and Specifications whether all the items involved under any trade are mentioned in one or several sections or on one or several drawings.

1.2.1.2 Should any item to be furnished or labor to be performed as specified under more than one Section of the Specification, it will be premised that Subcontractors have included said product and/or labor in more than one Section, unless he shall have obtained a written decision from the Construction Manager prior to the bid. The Construction Manager will decide who shall provide such items. Proper credit shall be given to the Owner when the cost has been included more than once.

1.2.1.3 Should any item or equipment required to be furnished within the drawings or specifications fail to have any or all of its connections or utilities indicated, the Contractor and Subcontractors shall provide (as a minimum) services, utilities and connections to ensure the permanent, proper, code compliant operation of the item or equipment; unless such condition shall have been brought to the attention of the Architect prior to the Bid and a decision rendered through the issuance of addenda or other items of clarification.

1.2.1.4 The Contractor, and Subcontractors shall not take advantage of errors or omissions on Drawings or Specifications.

1.2.1.5 If any errors or omissions appear in Drawings, Specifications, or other Contract Documents, the Subcontractors shall notify the Contractor before time of submitting bid. The Contractor will notify and resolve the issues with the Architect prior to submitting a guaranteed maximum price or Bid Proposal to the Owner. Should conflict occur in or between Drawings and Specifications; Contractor and Subcontractors are deemed to have estimated on the more expensive product, method of installation, and/or the greater quantity, unless he has requested and obtained a written decision before submission of bid proposals as to which method, product, or quantity will be required.

1.2.1.6 References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of invitation to submit proposal. Words which have well-known technical or trade meanings are used herein accordance with such recognized meanings.

1.2.1.7 When dimensions as shown on the Drawings are affected by conditions already established, the Subcontractor shall take measurements to verify the given scale or figure dimensions in the Drawings.

1.2.1.8 The Specifications, detailed description or omission of it, concerning any work to be provided shall be regarded as meaning that only the best general practice of the trade is to prevail and that only materials and workmanship of the first quality are to be used. All interpretations of these Specifications shall be made upon this basis and all interpretations shall be made by the Architect.

1.2.1.9 Execute work as per Contract Documents. Make no changes without having first received written permission from the Architect. Where detailed information is lacking, before proceeding with work, refer matter to the Architect for additional information.

1.2.1.10 THE MECHANICAL AND ELECTRICAL SYSTEM DRAWINGS ARE DIAGRAMMATIC IN NATURE AND THE FIELD CONDITIONS MAY ARISE THAT WILL PREVENT THEIR BEING INSTALLED AS PER DRAWING (EX.), SUCH AS PIPE AND CONDUIT RUNS, CROSSOVERS, RISERS, DOORS, FLOOR, WALLS AND CEILING PATTERN COVERING LAYOUTS, ETC. THEREFORE, IT SHALL BE THE RESPONSIBILITY OF EACH AND ALL SUBCONTRACTORS, FOR THE COORDINATION, TIMING AND PROTECTION OF ALL CONDITIONS; AND IN EACH CASE WHERE THERE IS ANY QUESTION OR PROBLEM AS TO CONDITIONS OR LOCATIONS OF THESE ITEMS, SUBMIT A WORKABLE SOLUTION TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL BEFORE COMMENCING WITH QUESTIONABLE WORK. IF SUCH ADJUSTMENT SHALL BE MADE BY THE SUBCONTRACTOR WITHOUT WRITTEN APPROVAL, IT SHALL BE AT THEIR OWN RISK AND EXPENSE. ANY REMOVAL OF NON-APPROVED AREAS SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE SUBCONTRACTORS.

1.2.1.11 Where there is conflict between the Drawings, or between Drawings and Specifications, or doubt as to meaning, the Contractor and Subcontractors shall obtain a written decision from the Architect, except where the Contractor deems that there could be immediate damages to life or property. He shall not proceed in uncertainty in any instance.

1.2.1.12 In the case of discrepancies between the INFORMATION TO BIDDERS, CONDITIONS OF THE CONTRACT, DRAWINGS, SPECIFICATIONS, OR ADDENDA as it relates to each Subcontractor's Work Category responsibilities, the most stringent and/or most expensive case applies as determined by the Architect.”

1.2.2 Add the following:

“1.2.2.1 Construction Specifications Institute (C.S.I. Uniform System): To assist the Contract, the Specifications are divided into Divisions and Section numbers generally conforming to "Uniform System for Construction Specifications.”

ARTICLE 2 - OWNER:

2.1 GENERAL:

2.1.1 Add the following subparagraphs:

“2.1.1.1 THE TERM "ARCHITECT" AS USED IN THE GENERAL CONDITIONS SHALL MEAN DAG ARCHITECTS, INC. WHERE THE TERM "A/E", "ARCHITECT/ENGINEER", OR "ENGINEER" IS USED IN THE DOCUMENTS, IT SHALL BE CONSIDERED AS BEING SYNONYMOUS WITH THE TERM "ARCHITECT" AS DEFINED IN THE GENERAL CONDITIONS.

2.1.1.2 The use of phrases "as directed", "as instructed", "reviewed", "authorized", "accepted", and similar terms implies that such action will be taken by the Architect unless specifically stated otherwise.”

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

2.2.5.1 Add the following:

“2.2.5.1 The Contractor will be furnished with ONE (1) reproducible digital (PDF format) set of Drawings and Specifications by the Owner (other sets may be furnished but are not a requirement under this contract). A complete set of portable document format (.pdf) documents (plans and specifications) will be made available to the Contractor for the printing processes. The Contractor will make the portable document format documents available to the Subcontractors. The Architect will provide the Contractor with the original digital BIM Revit Model and/or AutoCAD files of the building and site for the Contractor’s and Subcontractor’s use to prepare Shop Drawings, Coordination Drawings, and Submittals upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect’s Digital File Release Forms from all users.”

2.4 OWNERS RIGHT TO CARRY OUT THE WORK:

2.4.1 Add the following:

“2.4.1 The Owner will assist the Architect and Contractor in determining in general that the Work of the Subcontractors is being performed in accordance with the Contract Documents and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor and Subcontractors.”

ARTICLE 3 - CONTRACTOR:

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

3.2.1 Add the Following:

“3.2.1.1 Examination of site shall include determination of the nature and scope of the work and all difficulties that accompany its execution. The Contractor shall be responsible for coordinating with the owner to inspect and locate existing site conditions and providing existing as built drawings for the following existing site items documented by GPS coordinates:

Valve and Valve Boxes, Main Water and Sewer tie-ins, Clean outs and Junction Boxes

Chilled Water Lines, main water lines, main gas lines and electrical conduits.

Existing change of directions for chilled water lines, main water lines, main gas lines, irrigation lines and electrical conduits.

Electrical Transformers.

3.2.3 Add the following:

“3.2.3.1 The Contractor, Subcontractors and material suppliers shall examine the Architectural, Structural, Mechanical, Plumbing, and Electrical Drawings and Specifications, and verify all measurements and requirements before ordering materials or performing any work to avoid problems during construction.

3.2.3.2 Before ordering materials or doing any work, the Contractor and Subcontractors shall verify all

measurements at the project site and shall be responsible for their correctness. No extra compensation will be allowed on account of differences between actual dimensions and those indicated on the Drawings. Any decided

difference which may be found shall be reported to the Architect in writing, for consideration before proceeding with the Work.”

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES:

Add the following Subparagraph 3.3.2.1 through 3.3.2.7:

3.3.2.1 The Contractor and/or subcontractor and their employees shall refrain from use of vulgarities around students, staff and faculty.

3.3.2.2 Clothing shall have no vulgarities or sexually suggestive graphics.

3.3.2.3 Direct contact with students, faculty or staff is strictly prohibited.

3.3.2.4 Violation of Special Conditions may result in immediate termination of that employee, Contractor or Subcontractor.

3.3.2.5 State regulations prohibit alcohol, drugs, and firearms from being brought onto school property. Violators will be prosecuted under State Law.

3.3.2.6 Bay County School Board Policy states that there shall be no smoking or use of tobacco products which include e-cigarettes, allowed in any facility or on any real or personal property owned by or under the control of the Bay County School System. Contractor and Subcontractor employees are required to leave the school campus for tobacco use. Job-site trailers are not exempt from this requirement.

3.3.2.7 The Contractor shall present a plan, for approval by the Owner, showing all areas for safety fencing staging, storage, job office, ingress and egress to the site. No work shall be done until this is approved.

3.4 LABOR AND MATERIALS:

3.4.1 Add the following:

“3.4.1.1 Material Standards - Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall establish a standard of quality and the Base Bid shall include only materials and items exactly as specified or called for by name. Architect to list at least three acceptable manufacturers in the Specifications, where possible, however each manufacturer shall meet the basis-of-design requirements.”

3.4.2 Delete subparagraph 3.4.2 and substitute the following:

“3.4.2 Substitutions During Bidding Period - Requests for Substitutions during the bidding period will be considered and treated only as stated in Specification Section 008200, Special Conditions, Article 15, Substitution of Materials and Equipment. Once bids have been received, the Owner and Architect will prepare the Contract on the basis that all items are those specified in the Specifications, shown on the Drawings, or approved in Addenda during the bidding period. The approval of a product during the bid period does not negate the requirement for the submission of complete data during the construction in accordance with the Section 013300, Submittals, nor does it negate the burden of complying with all specification requirements. Should further investigation of a product approved during the bid period indicate that the product does not meet the essential requirements of the project the Contractor and Subcontractors shall make such modifications as are necessary to meet these essential requirements.

3.4.2.1 Approval After Bids are Opened - Substitutions or approval of products will be considered after bids are opened only under the following conditions:

.1 The Subcontractor shall place orders for specified materials and equipment promptly upon award of Contract. No excuses or proposed substitutions will be considered for materials and equipment due to unavailability, unless proof is submitted that firm orders were promptly placed for the item listed in the Specifications.

.2 The reason for the unavailability shall be beyond the control of the Subcontractor, such as strikes, lockouts, bankruptcy, discontinuance of the manufacturer or a product, or acts of god, and shall be made known in writing to the Architect within ten (10) days of the date that the Subcontractor ascertains that he cannot obtain the material or equipment specified. Requests shall be accompanied by a complete description of the materials or equipment which the Subcontractor wishes to use as a substitute.”

3.5 WARRANTY:

Add the following:

“3.5.1 Under this warranty for a period of one (1) year from date of Completion, as evidenced by the date of "Substantial Completion" of the Work, the Contractor and Subcontractors shall remedy, at his own expense, any such failure to conform on any such defects. Where warranties are written in any Section for longer than one (1) year, such terms will apply.

3.5.2 Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner.”

3.6 TAXES:

3.6 Add the following:

“3.6.1 Unless otherwise specified, the Bid price includes all Federal, State and local taxes imposed prior to the execution of the Agreement and which are applicable to the Work. If any new privilege, sales gross receipt or other excise tax, exclusive of taxes and net income or undistributed profit applicable to the Work and payable by the Subcontractor is imposed by the State of Florida, or such present tax be increased as of the date thereof, then the Contract price will be adjusted accordingly and the Owner will reimburse the Contractor therefore without any allowance for overhead or profit upon separate payment application containing such pertinent details as the Owner may require. The Contractor will organize, implement and manage the Owner’s direct purchase tax recovery program. Direct purchases shall be for orders of five-thousand dollars (\$5,000) or more for any single item.”

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS:

3.7 Delete paragraph 3.7.1 and substitute the following:

“3.7.1 A local building permit will be required for this project. The "Florida Building Code 2020 shall govern. The Owner will engage a qualified Building Department or Building Plans Examiner to facilitate the document review and building permit process, as well as related inspection services in accordance with the FBC. The Owner is exempt from all other county, district, municipal, and local building codes, ordinances, interpretations, building permits and assessments of fees for building permits, impact fees and service availability fees other than those defined within the Florida Building Code 2020, the Florida Statutes and the Florida Administrative Code. The Contractor and Subcontractors shall secure all required permits, governmental fees, anti-pollution fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. The Contractor and Subcontractors shall be familiar with all Federal, State, and local laws, codes, ordinances, and regulations which in any manner effect those engaged or employed in the Work and any material or equipment used in the conduct of the Work.

3.7.1.1 Before proceeding with the Work, securing permits or necessary licenses, the Contractor and Subcontractors shall carefully study and compare the Drawings and Specifications and shall at once report in writing, to the Architect/Engineer, any error or omission he may discover that is in variance with applicable laws, statutes, building codes, and regulations.”

3.7.2 Add the following:

“3.7.2.1 The Contractor and Subcontractors at all times shall comply with the Florida Building Code 2020 installation requirements (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner affects the Work, and he and his surety shall indemnify and hold harmless the Owner, and Architect/Engineer, to the extent allowable by law, against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees.”

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES:

Add the following Subparagraphs 3.10.5 through 3.10.7:

3.10.5 The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts and overtime operations, as may be necessary to insure the prosecution of the Work in accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve the progress by increasing the number of shifts, overtime operations, days of work and the amount of construction plant, all without additional cost to the Owner.

3.10.6 Failure of the Contractor to comply with the requirements under this provision shall be grounds for determination by the Engineer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified and such failure constitutes a substantial violation of the conditions of the

Agreement.

3.10.7 Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Article 14 of the General Conditions, or may withhold further payments as indicated in Article 9.5.1.

3.11 DOCUMENTS AND SAMPLES AT THE SITE:

3.11.1 Add the following:

"3.11.1 At the completion of the Work, each Subcontractor shall submit "Record Drawings" to the Contractor on digital media, and the Contractor in turn will produce (or cause to have produced) As-Built Drawings on ELECTRONIC MEDIA on Autodesk AutoCAD Architectural Desktop (2019 Version). The Architect will provide the Contractor with the digital related AutoCAD files of the project for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users. Said Record Drawings shall be delivered to the Architect for review. The Architect will forward reviewed Final As-Built Drawings to the Owner for their future use.

3.11.1.1 Pipelines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected using access panels or other means of access will not be considered as being concealed. With reference to electrical and mechanical work the exact (not diagrammatic) conduit, pipe, and duct runs shall be shown on these drawings.

3.11.1.2 Record Drawings" shall be the daily in-use set of contract documents at the job site. At the end of each day, the foreman of each trade shall mark and date any and all changes that occurred during the day's work. Lines shall be located by dimension and equipment shall be noted and located. These documents will be delivered to the Contractor as noted in 3.11.1 above.

3.11.1.3 Upon completion of the work this data shall be recorded to scale, by a competent draftsman on electronic media copies of the contract drawings. Where changes and actual locations are to be recorded, the electronic media shall be erased before the changes are made. The work shall be shown as installed and the Contractor shall deliver the black line drawing prints and electronic media files with every drawing marked "As-Built". In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, and ventilating work, and A/V & Data, unless two (2) or more divisions are shown on the same sheets of the contract drawings. Each change of the original Contract Documents shall be "clouded" and referenced, except pipe runs may be noted, and each sheet shall bear the date and name of the Subcontractor submitting the changes to the drawings.

In addition, Contractor shall provide the following upon completion of the project:

- Electrical:
 - o Panel schedule to be verified by Engineer of Record
 - o On the Receptacle show label with Panel and Breaker
 - o On Main Panel label phase rotation
 - o Provide permanent Tag on Transformer for every main panel going to Transformer.
 - o Provide on every Panel and switchgear paired Transformer
 - o Provide the following standard color coding on J-Boxes:
 - Red – Fire Alarm
 - Yellow – 120/208/240 low voltage
 - Orange – 277/480 high voltage
 - Green – Camera
 - Blue – Communication/AV
- Plumbing:
 - o For Valve Boxes above Ceiling locations, provide orange/blue stencil at grid intersection nearest to Valve Box
- Mechanical:
 - o For Fire Damper, Air Damper locations provide pop-rivet sign
- Site As-Built drawings shall include the following:
 - o location of all existing valves and valve boxes by GPS coordinates
 - o location of all new valves and valve boxes by GPS coordinates.
 - o location of main sewer service tie in points by GPS coordinates.

- location of main water tie in points by GPS coordinates.
- location of clean outs and junction boxes by GPS coordinates.
- line drawings for chilled water lines, main water lines, main gas lines, Electrical lines.
- change of direction for chilled water lines, main water lines, main gas lines, electrical lines.
- Electrical Transformer location by GPS coordinates.

3.11.1.4 The Contractor shall review the complete as-built drawings. He shall ascertain and certify that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Subcontractor shall furnish true elevations and locations, all properly referenced by using the original benchmark for the project. The "Record Drawings" from each Subcontractor, including those unchanged and changed, shall be submitted to the Architect, when completed, together with three (3) sets of black line prints (produced from the As-Built Electronic Media) with the Contractor's stamp and each Subcontractor's certification for forwarding to the Owner, at the time of Substantial Completion. Final payment shall not be made until said "As-Built" documents have been received by the Architect, reviewed and accepted as complete, and in accordance with the contract documents.

3.11.1.5 The Contractor shall be responsible for collecting, identifying, indexing and collating the specified Close-Out Documents including the following materials from the Subcontractors, and will deliver three (3) copies of the finished documents to the Architect. Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantee and warranties, as applicable for each and every piece of fixed equipment furnished under this contract to be supplied in a three ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name and address, office and home phone numbers, make and model numbers, operating design and characteristics, etc. will be required. All information submitted shall be updated to reflect existing conditions. Final payment shall not be made until said documents have been received by the Architect/Engineer, reviewed and accepted as complete and in accordance with the contract documents. Also refer to Section 01 77 00, Close-Out Procedures."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

3.12.11 Add the following Subparagraph:

"3.12.11 The requirements of Article 3.12 are supplemented by a separate Section, Submittals in Division One, Section 013300."

3.14 CUTTING AND PATCHING OF WORK:

3.14 Add the following Subparagraphs:

"3.14.3 The Subcontractor shall do all cutting required for installation of his work. Patching required because of such cutting shall be performed as follows:

3.14.3.1 Wherever cutting occurs within unexposed materials, or in materials which are to remain unfinished when completed, patching shall be performed by the Subcontractor who did the cutting. This includes all concrete and masonry other than listed below.

3.14.3.2 Wherever cutting occurs in finished surfaces, patching shall be performed by the Subcontractor specializing in that particular trade and paid for by the Subcontractor who did the cutting. This includes, but is not limited to, roofing, painting of plaster and finished surfaces, ceramic tile, structural facing tile, marble, concrete block in finished areas, metal lath and plaster, acoustical materials and their supports."

ARTICLE 4 - ARCHITECT:

4.1 GENERAL:

4.1 Add the following paragraph:

"4.1.4 Disputes arising under Subparagraph 4.1.2 and 4.1.3 shall be subject to litigation."

ARTICLE 5 - SUBCONTRACTORS:

5.1 DEFINITIONS:

5.1. Add the following:

“5.1.3 Material Supplier is a person or organization who has furnished materials to the General Contractor, Subcontractor, Sub-subcontractor or Owner to be used in the construction of the Work, a building or structure, but

has not performed any on or off site work other than delivering construction materials and shall not have or created any contractual relation between the Owner or the Architect/Engineer.

5.1.4 The Contractor, and all Subcontractors, Sub-Subcontractors and Material Suppliers shall be responsible for reading, studying, and understanding the Conditions of the Contract, Drawings and Specifications.”

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

6.4 Add the following paragraph:

“6.4 INSTALLATION OF EQUIPMENT:

6.4.1 The Contractor and Subcontractors shall allow the Owner to take possession of the use of any completed portions of this structure or Work, or to place and install as much equipment and machinery during the progress of the Work, as is possible without interference before its entire completion. Such possession and use of structure of work or such placing and installation of equipment, or both, shall not in any way evidence the completion of the Work or any portion of it, or signify the Owner's acceptance of the Work or any portion of it.”

ARTICLE 7 -CHANGES IN THE WORK:

7.2 CHANGE ORDERS:

7.2 Add the following:

“7.2.2 The Contractor is responsible for all affected work that is a result of an approved Change Order. Any changes required as a result of a Change Order shall be reflected in the price of the Change Order. Any additional work that becomes necessary after the Change Order has been approved will be made at the Contractor's expense.”

7.3 CONSTRUCTION CHANGE DIRECTIVES:

7.3.3 Delete paragraph and substitute the following:

“7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

1. By Unit Prices stated in the Contract Documents or subsequently agreed upon; or for changes not covered by Unit Prices.

2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or if no agreement can be reached,

3. By the method provided in Subparagraph 7.3.6.

The lump sum proposals shall be based upon:

1. Estimate of Labor.

2. Estimate of Materials.

3. Estimate of Applicable Taxes.

4. Estimate of Equipment Rentals.

5. Estimate of Subcontractor Costs.

6. Estimate of Contractor Costs.

7. Estimate of Field Supervision (directly attributed to change) shall be included in labor breakdown.

8. Cost of Bond Premium.

9. Contractor and Subcontractor overhead and profit applied to the above items shall not exceed fifteen percent (15%) percent in total. Subcontractor overhead and profit shall not exceed ten percent (10%). Contractor overhead and profit shall not exceed five percent (5%) plus the cost for related bond premium. **All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices** shall be submitted to the Architect within seven (7) calendar days after receipt of the proposal request.”

7 3.7 Add the following:

“7.3.7.1.1 All labor, material, and equipment expenditures for work performed at actual cost shall be approved daily by the Construction Manager. Material invoices shall be presented to the Owner and Architect with all payment requests.

7.3.7.1.2 No amount or percentage of overhead and profit will be allowed on items of perks, fringe benefits, bonuses, retirement benefits (other than social security withholdings), or health and life insurances.”

ARTICLE 8 - TIME:

8.2 PROGRESS AND COMPLETION

8.2 Add the following paragraph:

“8.2.4 Work shall be commenced by the date established in the Notice to Proceed, but in no case more than ten (10) consecutive calendar days after such date and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner’s Agent. The Contract Time is specified in the Agreement Between Owner and Construction Manager.

A. LIQUIDATED DAMAGES:

1. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor and/or its Surety, liquidated damages and not as a penalty, the per diem amounts specified in the Contract Between the Owner and Construction Manager, and commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion for each Phase of Work identified. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner would incur as a result of delayed completion of the Work.
2. The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. The Owner will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner.
3. Permitting the contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any of his rights under the Contract.
4. Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within the specified number of days after Substantial Completion. Liquidated Damages for punch list items shall commence on the after Substantial Completion is established and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner the sums stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete.”

ARTICLE 9 - PAYMENTS AND COMPLETION:

9.5 DECISION TO WITHHOLD CERTIFICATION:

9.5 Add the following:

“9.5.4 The Architect may withhold or cause to be withheld from any monies payable on account for work performed by the Contractor, or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractors for damages.”

9.10 FINAL COMPLETION AND FINAL PAYMENT:

9.10.2 Add the following paragraph:

“9.10.2.1 Final payment consisting of the entire unpaid balance of the Contract Amount will be paid by the Owner to the Contractor thirty (30) days after receipt of the Final Certificate for Payment from the Architect, Close-Out Documents including Record Drawings, and the “Final Consent of Surety. Final Payment will not be made until all Close-Out Documents and As-Built Drawings have been submitted and approved.”

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:**10.2 SAFETY OF PERSONS AND PROPERTY:**

10.2.2 Add the following subparagraph:

“10.2.2.1 This requirement shall include, but not necessarily be limited to, all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (P191-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Compliance with the above is strictly and exclusively the responsibility of the Contractor and Subcontractors and shall in no event be considered reason for additional time or monetary compensation. In the event that a hurricane or storm emergency is imminent, the Subcontractor shall, at his own expense and without cost to the Owner, take all necessary measures to secure all his movable property, building work or plant in such a manner that no damage to public or private property or to persons may result by reason of displacement of the Subcontractor's material, equipment or plant during such hurricane or storm.”

10.2.7 Add the following subparagraph:

“10.2.7.1 The Subcontractor shall adequately protect preceding and existing Work from damage caused by his operations. Breakage or damage shall be repaired by the erector of the Work at cost to the party causing the damage. The Construction Manager shall be the sole judge determining the party causing the damage, notwithstanding any dispute resolution.”

ARTICLE 11 INSURANCE AND BONDS**11.1 CONTRACTOR'S LIABILITY INSURANCE**

Delete Subparagraph 11.1.1 and substitute the following:

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida such insurance as will protect the Owner, Contractor, Architect and Architect's consultants from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall provide the ISO Commercial General Liability policy for general liability coverages. All liability policies shall provide that the Owner, Bay County School Board, is a named additional insured (being named as Certificate Holder is not acceptable) as to the operations of the Contractor under the Agreement and shall provide the Severability of Insured's Provision. The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance. This insurance shall protect the Contractor from the following claims:

- .1 claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
- .4 claims for damages insured by usual personal injury liability coverage including claims which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.

.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

Delete Subparagraph 11.1.2 and substitute the following:

11.1.2 The insurance required by Subparagraph 11.1.1 provides Coverages, whether written on an occurrence or claims-made basis, that shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage. 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. Insurance must be maintained for one (1) year after final payment. The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18 and coverage for the "XCU" exposure. The amounts set forth herein and by Law shall apply equally or whether on or off the site of the Work.

11.1.2.1 Contractor's Liability: Shall include Comprehensive General Liability, Premises and Completed Operations, Contractual Liability and Broad Form coverage.

- a. Bodily injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- b. Property damage, including Complete Operations and Broad Form: in at least the amount of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- c. Personal Injury (with the employment exclusion deleted) in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.

11.1.2.2 Worker's Compensation: The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes. Copies of the insurance policy shall be filed with the Owner no later than 60 days after execution of the Owner-Contractor Agreement. All subcontractors shall maintain valid Worker's Compensation Insurance as required by Florida Statutes.

- a. Applicable Per Florida Statute – Chapter 440
- b. Railroad Required NO
- c. Maritime Required NO
- d. Employer's Liability \$500,000

11.1.2.3 Motor Vehicle Liability (Owned, Non-owned and Hired): The Contractor shall secure and maintain, during the life of this Agreement, Motor Vehicle Liability insurance on all vehicles for the following:

- a. Bodily injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- b. Property damage in at least the amount of \$200,000 per occurrence, with an Aggregate of \$400,000.

11.1.2.4 Owner and Contractor's Protective Liability: The Contractor shall provide an Owner's and Contractor's Protective Liability Policy with the following limits: (A separate policy in the name of the Owner must be provided.)

- a. Bodily injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- b. Property damage in at least the amount of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- c. Personal Injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- d. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract

11.1.2.5 Public Liability: Shall include Comprehensive General Liability and Products and Completed Operations

Liability coverage against bodily injury, personal injury and property damage, in limits as specified.

Delete Subparagraph 11.1.3 and substitute the following:

11.1.3 Two (2) Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner; this shall be noted on the Certificates of Insurance. The foregoing insurance coverages are required to remain in force for one (1) year after final payment if written on a claims-made basis; therefore an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. The Contractor shall furnish one copy each of Certificates of Insurance for each copy of the Agreement which shall specifically set forth evidence of all insurance coverage required by the Contract Documents. The Certificate of Insurance shall be dated and show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. The Contractor shall furnish a copy of the insurance policy to the Owner within 30 days following execution of the Agreement. The Supplemental Attachment form, AIA document G715 shall be completed, signed by the Contractor's insurance representative and attached to the Acord certificate. Furnish to the owner a letter from the insurance company stating that all required insurance has been complied with as specified.

The Supplemental Attachment, The American Institute of Architects' (AIA) Document G715 is included at the end of this section.

Add the following Subparagraph 11.1.4:

11.1.4 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Florida, property insurance, written on a Builder's Risk completed value form, in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site, on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.1 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor and Subcontractors in the Work. Perils insured shall be "All Risks" including flood, Earthquake, and Sinkhole. Contractor remains responsible for any deductible under such policy."

Property Insurance coverage shall include coverage of perils of windstorms, fire, lightning vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Extended coverage, vandalism, and malicious mischief insurance may contain the standard deductibles.

The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

Add the following Subparagraphs 11.1.4.1, through 11.1.4.5:

11.1.4.1 Property insurance shall be on a Special Causes of Loss form or its equivalent, including reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss.

11.1.4.2 If the Owner requests in writing that other special insurance be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

11.1.4.3 If the property insurance provides deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.4.4 Any insured loss is payable to the Owner as trustee for the insured, as their interest may appear.

11.4.5 Unless otherwise provided in the Contract Documents, property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval and also portions of the Work in transit.

Add the following Subparagraph 11.1.5:

11.1.5 Boiler and Machinery Insurance: The Contractor shall purchase and maintain an appropriate installation floater which shall specifically cover such insured objects which are subject to the boiler and machinery hazards during installation and until final acceptance by the Owner.

11.3 WAIVERS OF SUBROGATION

Add Subparagraphs 11.3.3 to 11.3.5:

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

11.3.4 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

ARTICLE 13 - MISCELLANEOUS PROVISIONS:

13.1 GOVERNING LAW:

13.1 Add the following:

“13.1.1 The Contractor and Subcontractors shall comply with all applicable provisions of the Florida Building Code 2020 (with latest supplements), Florida Fire Prevention Code 2020, applicable portions of the Florida Administrative Code, federal, state, and local law. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the project.”

“13.1.2 The Contractor and Subcontractors shall comply with the Owner’s personnel background check and badging of all on-site personnel. Refer to Section 00 98 00, Background Check.”

ARTICLE 15 - CLAIMS AND DISPUTES:

15.2 INITIAL DECISION:

15.2 Delete Paragraphs in its’ entirety and substitute the following:

“15.2.1 “Any claim, dispute or other matter in question between the Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Architect will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the Owner’s acceptance, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decision is final, but subject to appeal, and (2); that any litigation of a dispute or other matter covered by such decisions must be filed before Final Completion by the party making the demand and received the written decision. Failure to commence litigation within said period will result in the Initial Decision Maker's decision becoming final and binding upon the Contractor, Owner and the Subcontractor.”

ARTICLE 17 - EQUAL OPPORTUNITY:

ADD the following Article:

“17.1 The Contractor shall maintain policies of employment compliant with Executive Order #11246 as follows:

17.1.1 Neither the Contractor or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action should include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination.

17.1.2 The Contractor and all Subcontractors shall, in all solicitations advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national, origin, or age”

END OF SECTION 00 80 00

SECTION 008200 – SPECIAL CONDITIONS

TABLE OF CONTENTS:

ARTICLE 1: Permits and Fees
ARTICLE 2: Project Signs
ARTICLE 3: Layout of Work
ARTICLE 4: Temporary Fencing and Security
ARTICLE 5: Material Storage
ARTICLE 6: Temporary Toilet Facilities
ARTICLE 7: Use of Premises, Barricades and Protection
ARTICLE 8: Temporary Field Office, Facilities and Parking
ARTICLE 9: Cooperation - Disputes
ARTICLE 10: Cleanup
ARTICLE 11: Quality Control
ARTICLE 12: Changes to the Work
ARTICLE 13: Priority
ARTICLE 14: Cooperation with Public Service Companies
ARTICLE 15: Substitution of Materials and Equipment
ARTICLE 16: Fastening Devices
ARTICLE 17: Project Close-Out
ARTICLE 18: Historical and Archaeological Data Preservation
ARTICLE 19: Environmental (Endangered Species) Requirements
ARTICLE 20: Indemnification

Attachment: Certificate of Substantial Completion Form

Attachment: Certificate of Contract Completion Form

Attachment: Warranty-Guarantee Form

PART I - GENERAL REQUIREMENTS:

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier.

ARTICLE 1: PERMITS AND FEES:

- A. Building Permit: A local building permit **is** required for this project. The Owner shall obtain and pay for all required approvals and inspections for the building. The Contractor, Subcontractors, and Suppliers shall cooperate with the Owner in obtaining required approvals and inspections.
- B. Utility service connection fees (if required) and required utility service fees, if any, will be coordinated by the Contractor and paid for by the Owner.
- C. Other Permits and Fees: Other than as noted above, the Contractor shall assist in obtaining and arranging for payment for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the Contractor.
- D. The Contractor and Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

ARTICLE 2: PROJECT SIGNS:

- A. The Contractor will provide the project sign(s) as designed by the Architect and approved by the Owner. The signs will be **ONE (1) 4' x 8'** professionally painted (or digital printed and mounted) plywood signs indicating the Architect, Contractor and the Owner. Location to be as directed by the Owner's Representative. No other signs or advertising shall be displayed on the premises without the approval of the Owner. This does not exclude the posting of required trade notices and cautionary signage by the Contractor or the Subcontractors. Directional signage indicating construction entrances, contractor parking, and other miscellaneous information shall be provided as required by

the Contractor.

- B. See SECTION 01 50 00 – PROJECT SIGN for additional requirements.

ARTICLE 3: LAYOUT OF WORK:

- A. All work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit, located to prevent interference with other work or with the use of the spaces in the manner required by the functions of the space as determined by the Construction Manager, Owner and Architect. Valves and clean-outs shall be located in inconspicuous but accessible locations and shall be field verified before proceeding with any work where exposed to view. The Contractor and Subcontractors shall carefully plan the layout and review any questionable installations with the Contractor and the Architect.
- B. Refer to Section 01 31 00, Project Management and Coordination, for required Coordination Drawings.

ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure **WILL BE** required for the duration of the construction period. The temporary fencing may need to be modified by the Contractor for the various phases of construction.
- B. The services of a watchman will **NOT** be provided by the Owner or the Architect. The Contractor shall be responsible for, and make good, any loss due to theft or vandalism during construction for any claim not covered by Builder's Risk Insurance.
- C. Subcontractors shall advise the Contractor and the Architect of any theft or damage which might delay the execution of the Work.
- D. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 5: MATERIAL STORAGE:

- A. Each Subcontractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work, or theft. Location shall be coordinated and approved by the Contractor. During progress of work on a daily basis and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.
- B. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractor and Subcontractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.
- C. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

- A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the Contractor, as approved by the Owner and Architect, what entrances, routes, or roadways shall be used for access to the work, and use only the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Contractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in

- the Work from hazards incidental to this contract. Take reasonable precautions necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Contractor intends to depart from the normal work hours, he shall notify the Owner and the Architect at least twenty (20) hours in advance. Failure of the Contractor to give such timely notice may be cause for the Architect to require the removal or uncovering of the Work performed during such time without the knowledge of the Architect but is subject to the approval of the Owner.
 - E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Contractor and each Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
 - F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations. Repair or replacement of damaged items shall be to the satisfaction of the Owner and the Architect.
 - G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
 - H. Maintain clearances adjacent to and in connection with the work performed.
 - I. The Contractor and each Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
 - J. All employees and people on-site shall maintain procedures as stated in the Contractor's safety program.
 - K. Each Subcontractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Subcontractors must move any stored products, under Subcontractor's control, which interfere with operations of the Contractor, Owner or other Subcontractors as directed by the Contractor.
 - L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The Contractor shall receive from each Subcontractor, a receipt of shipment for all materials and equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the Contractor and the Owner. No materials may be stored off-site unless approved in writing by the Contractor, Architect and Owner.
 - M. Contractor and each Subcontractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
 - N. All employees of the Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios is prohibited. Animals are not allowed on the property.
 - O. All pumping, bailing, or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire progress of this work shall be the responsibility of the Contractor performing said excavations and trenches due to their scope of work. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.
 - P. Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project prior to initiating construction. Contractor to submit the Plan to the Architect and Owner.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor, Owner and the Architect will designate an area for construction trailers (if required), equipment and parking for all construction workers. Placement and schedule shall be coordinated with the Contractor.
- B. Contractor shall provide a temporary field office with a meeting room of adequate size, and other temporary buildings as may be necessary for his operations as approved by the Owner. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the temporary electrical service and other utilities in his area for their use.
- C. The Contractor and/or Subcontractors shall maintain his designated space for office and sheds if

- provided. This includes removal of weeds, debris, and trash. Clean and restore space at completion of the work.
- D. Field offices and sheds shall not be used for living quarters.

 - E. Offices and sheds, when provided, shall be of suitable and safe design, maintenance, and appearance. Temporary facilities shall be securely anchored to the ground to resist wind speed at the specific site of construction.

ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that the Contractor and Subcontractors shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the Contractor.

ARTICLE 10: CLEANUP:

- A. Contractor and Subcontractors shall be responsible for clean-up. Each Contractor shall clean their respective work areas on a daily basis as a minimum.

ARTICLE 11: QUALITY CONTROL:

- A. It is the Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which are a part of the Contract Documents. It is also the Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner, Engineer and Architect will conduct periodic observations of the Work as it progresses. Should the Owner, Engineer or the Architect reject any portion of the Work, he will promptly notify the Contractor with a Notice of Non-Conformance/Rejected Work. The Contractor will immediately provide the responsible Subcontractors with a Notice of Non-Conformance/Rejected Work and upon receipt of such notification shall, within 48 hours, inform the Contractor, Owner and Architect of his intended plan of action.
- C. The Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Architect. In addition, the A/E, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 12: CHANGES TO THE WORK:

- A. During the course of the Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents.

- B. The occurrence of such events may cause the Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The Contractor, Subcontractor(s) or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 00 70 00,

AIA A201 General Conditions and Section 00 80 00 Supplementary General Conditions.

ARTICLE 13: PRIORITY:

- A. In case of close quarters for installation of mechanical and electrical systems, and in the absence of instructions to the contrary, the following order or precedence shall be followed:
1. Special Equipment - Electric Devices
 2. Light Fixtures
 3. Sheet Metal Duct Work
 4. Plumbing Work, including fire protection piping
 5. Mechanical Work, including electrical and A/C pipes
 6. Electrical Work
 7. Control System
- B. **After award of contracts and prior to start of construction the Contractor will schedule a meeting with the Contractors responsible for the work items listed above.** The purpose of the meeting will be to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. At the initial coordination meeting, the Contractor will provide to the HVAC and Electrical Contractors the drawings for the building on ELECTRONIC MEDIA in Autodesk ACAD Architectural Desktop (2019 Version). The Architect will provide the Contractor with the digital files of the building for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built Drawings upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users. **The HVAC and Electrical Contractors, with reference and consideration to the structural, mechanical, electrical, fire protection, plumbing, and reflected ceiling plans, shall draw to scale, his proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork shall be maintained as tight as possible to the underside of floor slabs and/or beams.** In congested areas, the HVAC Contractor shall, in addition, prepare drawings in section view. During this phase of the program, it shall be the Electrical Contractor's and the Fire Protection System Contractor's responsibility to furnish the HVAC Contractor with recessed lighting and sprinkler installation and clearance requirements. This information shall be outlined on the drawings by the HVAC Contractor. Also refer to Section 01 31 00, Project Management and Coordination for the required Coordination Drawings.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

- A. Contractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and rights-of-way that could be hazardous to life, limb, health or property. The Contractors will be held solely responsible for any injury, damage to existing utilities, or damaged property.

ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

- A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Architect will include at least three (3) approved manufacturers, as reasonably possible, but the manufacturers shall comply with the basis-of-design specifications. The Bidder's attention is directed to Section 255.04, Florida Statutes, which requires that on public building

contracts, Florida products and labor shall be used wherever price and quality are equal. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Architect timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.

- B. "Or Equal": The Contractor and Subcontractors shall not decide that another product is equal or equivalent to the brand, or model specified. The Architect is solely charged with this responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Architect/Engineer's and not the Contractor's or Subcontractor's decision as to what brands or suppliers qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Architect holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Architect.
- E. Under no circumstance will the Architect/Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
- F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the design requirements of the Contract Documents and as determined by the Architect/Engineer.
- G. The Contractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

ARTICLE 16: FASTENING DEVICES:

- A. All exposed screw and bolt heads in secure spaces throughout the interior of the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:
 1. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
 2. All exposed fastening devices shall be of tamper-proof design, wherever possible, as approved by the Architect/Engineer.
 3. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

- A. The Contractor and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in duplicate) to the A/E. The Contractor shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, **3-ring binders**, and shall deliver copies of the finished books to the A/E for verification. The Architect/Engineer will deliver the approved copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Architect.
- B. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.

C. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a listing of

all Sub-Contractors performing work on the site. Required information shall be as follows:

(Example)

Division 1

CM / Contractor Representative's Name

Company Name

Title

Address

Phone Number

Facsimile Number

Division 2

Earth Moving and Site Grading

Representative's Name

Title

Company Name

Phone Number

Address

Facsimile Number

D. CERTIFICATE OF SUBSTANTIAL COMPLETION: The Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.

E. CERTIFICATE OF STRUCTURES LOCATIONS: The Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.

F. TESTING, INSPECTIONS AND CERTIFICATE OF OCCUPANCY: The Contractor shall provide copies of all test and balance reports from his Subcontractors as required. (See Division 21 thru 28.) Provide copies of all Certificates of Inspection from controlling authorities for each trade, division, or section of work, as required. Provide a copy of final executed Certificate of Occupancy.

G. CONSENT OF SURETY: The Contractor and Contractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.

H. WARRANTY, GUARANTEE AND BONDS:

1. The Contractor and Subcontractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by the Contractor and his Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections.

The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows:

(Example)

Division 1

CM / Contractor Representative's Name

Company Name

Title

Address

Phone Number

Facsimile Number

Start and End of Warranty

Division 2

Earth Moving and Site Grading

Representative's Name

Title
Company Name
Phone Number
Address
Facsimile Number
Start and End of Warranty

2. Warranty guarantee and bonds will be as stated in the Contractor's contract.

I. INSTRUCTION/OPERATION MANUALS AND KEYS:

1. Contractor shall provide all equipment diagrams, instruction/operation manuals, wiring diagrams, and pneumatic and/or electrical control diagrams as applicable for each working characteristic of mechanical, electrical, and special equipment furnished under this Contract, and submitted at Substantial Completion.
2. The Contractor and Subcontractors shall provide a competent and experienced person(s) thoroughly familiar with the work, for a reasonable period of time to instruct the Owner's personnel in operation and maintenance of equipment, materials, and control systems. This instruction shall include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms, and alarm systems.
3. Label turn-over all keys.

K. MAINTENANCE MANUALS AND SPARE PARTS:

(All items in this Section are required prior to issuance of Certificate of Substantial Completion.)

1. Contractor shall provide all instructions and maintenance manuals for products, mechanical, electrical, and special equipment. This instruction shall include tracing the system in the field and on the diagrams in the manuals so that maintenance personnel will be thoroughly familiar with both systems and the data supplied.
2. Contractor shall submit all parts lists, spare parts, tools, fuses, bulbs, and motor listing, containing locations, motor nameplate, rating, and size of overload relay installed.
3. Contractor shall also provide all maintenance letters as listed in the specifications for manufacturer's cleaning procedures, materials and equipment to be used, including instruction as listed above.

J. AS-BUILT DRAWINGS:

1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer.
2. Refer to Article 3.11.1, Record Drawings, for specified process and requirements.

ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

- A. The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers a historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Architect. Construction within the immediate area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

- A. Endangered Species. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a

representative of the Architect. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the Florida Fish and Wildlife Conservation Commission.

ARTICLE 20: INDEMNIFICATION:

- A. To be as stated in the Contract between Owner and Contractor.

END OF SECTION 008200

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: _____ Project No. _____

The work performed under the Contract dated _____
between _____ (the Owner)
and _____ (the Contractor),
for the construction of _____ (Building Name)
was found to be Substantially Completed as of _____ (Date).

The term "Substantial Completion" shall mean that the construction is sufficiently completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Owner can occupy the building and/or utilize the facility/project for the use for which it was intended without hazard to the occupants or to the facility.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor or the Contractor to complete all the work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor will complete or correct the work on the list of items appended hereto within fifteen (15) consecutive calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on _____.

The responsibility of the Contractor to provide utilities, under the Contract Documents shall cease that date and the one-year warranty period or other specified warranty/guarantees so specified shall begin. Insurance coverage shall continue in accordance with provisions as amended in the Contract Documents.

(Architect/Engineer) _____ (Authorized Representative)

(Contractor) _____ (Authorized Representative)

(Owner) _____ (Authorized representative)

CERTIFICATE OF CONTRACT COMPLETION

AGENCY/OWNER: _____

PROJECT: _____

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

CONTRACT AMOUNT: _____

CONTRACTOR'S AFFIDAVIT: _____

I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project will be paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

CONTRACTOR: _____

Signature: _____

Date: _____

Title: _____

(SEAL)

STATE OF _____

COUNTY OF _____

Personally appeared before me this _____ day of _____, _____, known (or made known) to me to be the
(OWNER) OR (PARTNER) _____
of,
(Corporate Official Title) _____

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.
(Notary Public)

(Type Name): _____

My Commission Expires: _____

WARRANTY – GUARANTEE

Submit for each individual Warranty – Guarantee specified in each Section of the Specifications:

Division No.: _____

Section No.: _____

Title No.: _____

TO: (Owner)

RE: (Project Name)

(Contractor's Name): _____,
does hereby certify to all guarantees and warranties taking effect on the date of Substantial Completion and shall remain in force as required by the Contract Documents for the Construction of ; and further certifies that all labor, materials, equipment or items necessary to execute said guarantees and warranties shall be furnished at no cost to the Owner for the duration of each guarantee or warranty period.

WARRANTY – GUARANTEE PERIOD:

(Contractor's Name) _____

(Address) _____

By: _____(type name of signee below)

Title: _____

Sworn to and subscribed before me this

(NOTARIAL SEAL)

_____ day of _____, _____.

Notary Public, State of Florida

My Commission Expires: _____

DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing and can be requested through the Construction Manager.
- C. Survey information that includes information on existing conditions, prepared by Dewberry, dated 09/15/2025, is available for viewing as part of Drawings.
- D. Related Requirements:
 - 1. Document 000100 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
 - 2. Document 003126 "Existing Hazardous Material Information" for hazardous materials reports that are made available to bidders.

END OF DOCUMENT 003119

DOCUMENT 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing A.H.E.R.A Report for Oakland Terrace Elementary School, prepared by J. Leseman, Cert. #644 dated July 18, 1988, is included in this manual for reference.
- C. An asbestos abatement work plan prepared by Mark E. Wilson, P.E. with Southern Earth Science is included in this manual for removal of cementitious panels and buried asbestos pipe insulation.
- D. Related Requirements:
 - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
 - 2. Document 003119 "Existing Condition Information" for information about existing conditions that is made available to bidders.
 - 3. Section 024116 "Structure Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.
 - 4. Section 024119 "Selective Structure Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF DOCUMENT 003126

Site Survey Summary
OAKLAND TERRACE ELEMENTARY SCHOOL
Bay County Public Schools
Panama City, Florida

July 18, 1988

In attendance: J. Leemann, TCL, (A.H.E.R.A. Cert. #644)
D. Peshek, TCL
M. Zekas, Bay County

Total Samples: 15
Pictures: 1
Drawings: 1

BUILDING 1

Section 1: Exterior

This building, which houses three classrooms, an office, a storage room, and two rest rooms, is a one story concrete block, steel, and poured concrete structure, on a poured concrete foundation. It was built in 1954, and it has an area of 1,906 square feet, according to the 1988 Facilities Report. (See Drawing)

No materials which are normally considered suspect for asbestos content were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

The building is heated by a gas fueled central hot water system, based in Building 8, Room 8C. The pipes run underground to each building, at which points feeder pipes run up to serve wall mounted radiators. The pipes and radiators inside this building are bare. The rooms are cooled by individual air conditioning units.

No suspect materials were found, and no samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

The concrete truss main ceiling is covered with a blown-on paper and cotton ceiling coating, which is in good condition, showing no evidence of physical deterioration, delamination, or water damage in any of the classrooms. Since the material is found throughout the school, a total of seven samples were collected from randomly selected areas on the campus. Two samples were collected from this building. (Samples 4 and 5) The floor is also poured concrete block. The floors in the classrooms and the office are covered with 9" by 9" vinyl

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 2

tile, with carpet covering the tile. The floors in the rest rooms and the storage room are covered with ceramic tile or bare concrete. The floor area covered with vinyl tile equals 1,626 square feet.

No other suspect materials were found, and no other samples were collected from the interior of this building.

BUILDING 2

Section 1: Exterior

This building, which houses two classrooms, is another one story concrete block and poured concrete structure, on a poured concrete foundation, built in 1954, and occupying an area of 2,282 square feet.

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

This building is heated by the gas fueled central hot water heating system, based in Building 8, Room 8C. The pipes and radiators inside the building are bare.

No suspect materials were found, and no samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

The interior features of this building are also closely similar to those described for Building 1. A sample of the blown-on ceiling coating was collected from Room 2 in this building. (Sample 6) The floors are covered with 9" by 9" vinyl tile, which is in good condition, covering an area of 2,112 square feet.

No other suspect materials were found, and no other samples were collected from the interior of this building.

BUILDING 3

Section 1: Exterior

This one story concrete block, steel, and poured concrete building, with an area of 2,396 square feet, houses two more classrooms and two rest rooms. It is very similar in interior and exterior appearance to Buildings 1 and 2, being part of

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 3

the original campus, built in 1954.

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

This building is on the same central hot water heating system as Buildings 1 and 2. The pipes and radiators in the building are also bare.

No suspect materials were found, and no samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

The concrete truss ceiling in this building is coated with the same blown-on material as previously described, and a sample was collected from Room 3. (Sample 13) The walls are painted concrete block, and the floor area in this building that is covered with 9" by 9" vinyl tile equals 2,112 square feet.

No other suspect materials were found, and no other samples were collected from the interior of this building.

BUILDING 4

Section 1: Exterior

This building, which was also built in 1954, houses two more classrooms and two rest rooms. It is closely similar to Building 2 in size, layout, and construction, occupying another 2,396 square feet.

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

The building is also heated by the gas fueled central hot water system that is based in Building 8, Room 8C. The pipes and radiators serving this building are bare.

No suspect materials were found, and no samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

The interior details for this building are the same as those

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 4

already described for Buildings 1, 2, and 3, including the blown-on ceiling coating and the same floor area of 2,112 square feet, covered with 9" by 9" vinyl tile.

No other suspect materials were found, and no samples were collected from the interior of this building.

BUILDING 5

Section 1: Exterior

This one story concrete block, steel, and poured concrete building, on a poured concrete foundation, was also built in 1954 to house three more classrooms. It covers an area of 2,436 square feet.

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

The thermal system which serves this building is the same as that already described for Buildings 1 through 4. The pipes and radiators in this building are bare.

No suspect materials were found, and no samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

The interior features in this building are virtually identical to those described for Buildings 1 through 4. The ceilings are covered with the same blown-on material, and the floors are covered with 9" by 9" vinyl tile, which is in good condition, covering an area equal to the building area of 2,436 square feet.

No other suspect materials were found, and no samples were collected from the interior of this building.

BUILDING 6

Section 1: Exterior

This is another block of classrooms, built as part of the original campus in 1954, and identical in external appearance, construction, and materials to Buildings 1 through 4. It covers an area of 2,436 square feet.

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 5

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

The thermal system which serves this building is the same as that already described for Buildings 1 through 5. The pipes and radiators in this building are bare.

No suspect materials were found, and no samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

The interior features in this building are virtually identical to those described for Buildings 1 through 5, including the blown-on ceiling coating and 9" by 9" vinyl tile, in good condition, covering the 2,436 square feet of floor area in the building.

No other suspect materials were found, and no samples were collected from the interior of this building.

BUILDING 7

Section 1: Exterior

This building is another structure that was built as part of the original 1954 campus. As with the previously described buildings, it is identical in external appearance, materials, and construction to Buildings 1 through 6. It houses the library, and it is slightly larger than the other buildings in the group, having an area of 3,024 square feet.

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

The building is heated by the same thermal system which serves Buildings 1 through 6. The pipes and radiators in this building are bare. A central air conditioning system has been added to this building, however, based in a mechanical room on the North side of the building. (See Room 7A on the Drawing) This room is not identified in the Facilities Report. The inspection of the air conditioning system included the ducts, pipes, air handler joints and blanket insulation. The vibration isolator on the main air handler joint is made of a reinforced fabric, and a sample of this material was collected.

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 6

for testing. (Sample 9) Those ducts that are insulated are wrapped with fiberglass. Insulated pipes are wrapped with foam rubber. Fiberglass blanket insulation is also used in the system.

No other suspect materials were found, and no other samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

Most of the interior features in this building are similar to those described for Buildings 1 through 6. Two samples of the blown-on ceiling coating were collected from this building. (Samples 7 and 8) The 9" by 9" tile floor is covered with carpet. The floor area covered with tile totals approximately 2,900 square feet. In the mechanical room the ceiling is covered with a light brown blown-on textured ceiling coating that differs in texture and appearance from the material found throughout the rest of the school. Three samples of this material were collected for analysis. (Samples 10, 11, and 12)

No other suspect materials were found, and no other samples were collected from the interior of this building.

BUILDING 8

Section 1: Exterior

This building, which houses the lunch room and kitchen, is another component of the original campus, built in 1954. It is similar in materials, appearance, and construction to Buildings 1 through 7, and it occupies an area of 6,404 square feet.

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

This building is heated by the gas fueled hot water system, which is based in Room 8C and serves the entire campus. There is no external insulation on the boiler or hot water tank. The exposed straight pipe runs are insulated with fiberglass, with PVC boots on the elbows. The valves and joints are bare. There is one section of pipe, about one foot long, which is insulated with a hard plaster material, and a sample of this material was collected for analysis. (Sample 13) The pipes and radiators in this building are bare.

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 7

No other suspect materials were found, and no other samples were collected from the thermal system in this building.

Section 3: Interior Building Materials

The interior features in this building differ, somewhat, from those found in the other buildings described thus far. The ceilings in the teachers' lounge and the lunch room are coated with the same blown-on paper and cotton ceiling coat that has already been described. The steel main ceiling in the kitchen, however, is bare. A drop ceiling, made of two different types of 2' by 4' fiberglass and cellulose panels, is hung beneath the main ceiling. A sample of each type of ceiling panel was collected for laboratory reference. (Samples 2 and 3) The main walls are painted concrete block. On the stage, however, the upper walls are lined with 2' by 2' cementitious pegboard panels. Asbestos content is assumable for these panels, which are in good condition, covering an area of approximately 650 square feet. The floor in the teachers' lunch room (Room 8D) is covered with 12" by 12" vinyl tile, which is further covered with carpet. The area of this room is 520 square feet. The floor in the pantry (Room 8B), with an area of 390 square feet, is covered with 9" by 9" vinyl tile, which is in good condition.

No other suspect materials were found, and no other samples were collected from the interior of this building.

BUILDING 9

Section 1: Exterior

This building, with an area of 1,176 square feet, houses the school offices. It is also part of the original campus, built in 1954, and it is closely similar to Buildings 1 through 8 in external appearance, construction, and materials.

No suspect materials were found, and no samples were collected from the exterior of this building.

Section 2: Thermal System Insulation

The thermal system which serves this building is also the same as that already described for Buildings 1 through 8. The pipes and radiators in this building are bare.

No suspect materials were found, and no samples were collected from the thermal system in this building.

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 8

Section 3: Interior Building Materials

Once again, the interior features in this building are closely similar to those described for Buildings 1 through 8. A sample of the blown-on ceiling coating was collected from this building. (Sample 1) The floors are covered with 9" by 9" vinyl tile, which is further covered with carpet in the offices. The floor in one of the rest rooms (Room 9F) is covered with ceramic tile. The floor area covered with vinyl tile is 1,752 square feet.

No other suspect materials were found, and no other samples were collected from the interior of this building.

BUILDING 10

Section 1: Exterior

This building number is assigned to a cluster of three relocatable classroom units located on this campus. They are wooden structures, on concrete block pillars, over open dirt crawl spaces. Each unit has an area of 768 square feet, for a combined area of 2,304 square feet.

No suspect materials were found, and no samples were collected from the exterior of these units.

Section 2: Thermal System Insulation

The units are heated and cooled by individual reverse cycle air conditioners. No suspect thermal system materials were found in these units.

Section 3: Interior Building Materials

The wooden main ceilings are covered with 12" by 12" cellulose acoustical tile, a sample of which was collected for laboratory reference. (Sample 14) The walls are made of wood. The floors are covered with 12" by 12" vinyl tile, which is in good condition, covering the entire floor area of 2,304 square feet.

No other suspect materials were found, and no other samples were collected from the interior of these units.

BUILDING 11

This building, constructed in 1970, is a small concrete block and wood storage shed. It has an area of 180 square feet, and

SITE SURVEY SUMMARY: OAKLAND TERRACE

Page 9

it is used for the storage of flammable materials. No suspect materials were found on or in this building.

No other samples were collected from this school.

**Asbestos Abatement – St. Andrews Oakland Terrace School
SESI file Number P25-560**

Southern Earth Sciences, Inc. (SESI) is the Florida Licensed Asbestos Consultant for developing project specifications and performing monitoring/clearance testing at the project site referenced above. This project calls for abatement of cementitious panels from the exterior walkways and removal of buried asbestos insulated piping. Contractor is solely responsible for verifying all quantities and locations of materials for this project.

Students and staff will not be present on the property during abatement work. Work will be coordinated with the demolition contractor.

Project Submittals:

- 1) Current Florida Asbestos Contractor License
- 2) Current Florida Asbestos Worker and Supervisor Training certificates
- 3) Current Medical Statement showing Physicians recommendation for wearing respirators
- 4) Current Respiratory Fit test
- 5) Certificate of Worker's Release
- 6) Daily Containment Sign in sheet/log
- 7) Landfill Waste Manifest

Cementitious Panels:

- 1) Coordinate with the owner for access to water and electricity as needed. Parking and placement of the dumpster and work vehicles shall also be coordinated with the owner.
- 2) Establish a regulated area around the work area with barrier tape, notices and asbestos signage.
- 3) Polyethylenene sheeting shall be placed under the covered walkways at least 4 feet from the buildings.
- 4) Setup a decontamination station inside the regulated.
- 5) The abatement contractor is responsible for controlling access to the regulated area. All personnel entering the area are to sign release forms. The abatement contractor shall notify the owner's representatives and other contractors working on site of the scope, duration and impact of work on the site.

-
- 6) All workers/supervisors shall wear appropriate personal protective equipment inside the regulated area including, as a minimum, half-mask negative pressure respirators. The abatement contractor shall provide documentation of physicals and fit tests to the owner as part of the abatement package.
 - 7) Panels shall be wetted prior to removal. Panels shall be removed in whole condition if possible. The ceiling framework shall be wet wiped and HEPA vacuumed after panel removal.
 - 8) All asbestos waste shall be double-bagged or double wrapped in appropriately marked waste bags and labeled containers. The waste bags shall be removed from the regulated area and placed in a locking dumpster/box truck. The dumpster/box truck shall be appropriately marked while being used to store asbestos waste on site.
 - 9) The work area shall be inspected by the contractor's supervisor for adequacy of work and cleanliness prior to contacting SESI for clearance via visual inspection.
 - 10) The ceiling framework will be encapsulated using appropriate techniques following satisfactory visual inspection results by SESI.
 - 11) Following a satisfactory visual inspection, SESI will perform a visual inspection of the work areas. The work area shall be free of all debris and dust.
 - 12) The containment and regulated areas can be deactivated following satisfactory visual inspection.

Buried Asbestos Pipe Insulation:

There are two lengths of heating pipe with asbestos containing insulation that are buried below ground. The piping is located along the north-south covered walkways and under building slabs. Piping is buried at approximately 18 to 24 inches below land surface. There is approximately 1800 linear feet of pipe insulation under building slabs and 600 linear feet adjacent to the covered walkway. The pipe insulation is in poor condition and therefore we recommend the soils be excavated from the top, bottom and around each side of the piping using hand equipment. Once soils have been removed, a regulated area will be constructed.

- A. Construct an Asbestos Regulated Area
 - 1) Erect barricades, post notices and warning signs.
- B. Construct a Decontamination area adjacent to the regulated area.

-
- C. Properly secure a glove bag over the section of pipe insulation to be removed. Proper glove bag techniques require the use of amended water and the use of a HEPA vacuum. Remove an approximate 3 foot section of insulation where pipe is to be cut.
 - D. Spray pipe insulation material with amended water, using spray equipment recommended by surfactant manufacturer capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping. Spray the asbestos material repeatedly during the work process to maintain wet condition and to minimize asbestos fiber dispersion.
 - E. Evacuate air with the HEPA vacuum. Twist, seal and remove the glove bag from the piping. Place bag into an asbestos waste bag, seal and label for disposal. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in goose neck fashion. Waste bags shall be properly labeled including waste generator labels. Do not seal bags with wire or cord.
 - F. Once removal of insulation has been completed at the locations where the pipe is to be cut, wrap the remaining insulation with 2 layers of 6-mil poly. Seal the pipe and remove the section of pipe with asbestos still attached in sections. Once pipe has been cut, remove the wrapped pipe, place asbestos labels on the piping and move to the lined asbestos waste dumpster for proper disposal.
 - G. The abatement company shall use removal methods and equipment which will not cause the fiber count during removal operations to be more than 0.1 fiber/cc of air when tested by NIOSH Method 7400.

Disposal of Asbestos Waste

- 1) Asbestos waste shall be sealed in leak-proof containers labeled in accordance with Title 29, Code of Federal Regulations, Section 1926.1101 and CFR Parts 171 and 172, Hazardous Substances: Final Rule. Such containers shall be removed daily from the regulated area where work is in progress, or shall be stored in approved locked van or truck. These containers must remain under the positive control of the Contractor and must never be left unattended or unsecured where unauthorized personnel could gain access.

-
- 2) Trucks hauling bags and drums shall be enclosed to prevent loss or damage to containers in route to approved landfill. Receipts including date, quantity of material and signature from authorized representative of landfill operator for all deliveries of waste material shall be delivered to the Consultant. Contractor shall post warning signs on truck during loading and unloading operations.
 - 3) Bags shall be labeled with the Owner's name and the city and state of origin.

Regulations, Codes, and Standards:

- 1) The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.
 - a) Title 29, Code of Federal Regulations, Section 1926.1101, Section 1910.145 and Section 1910.134. Occupational Safety and Health Administration (OSHA), US Department of Labor.
- 2) Title 40, Code of Federal Regulations, Part 61, Sub-parts A and M (revised Sub-part B), National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
- 3) 49 CFR Parts 171 and 172, Hazardous Substances: Final Rule.

END OF SPECIFICATION



Mark E. Wilson, P.E.
Asbestos Consultant No. AX 85
State of Florida

TCB/mw



ACM Panels



Buried ACM Pipe Insulation

Scale: Not To Scale

Date Drawn: January 22, 2026

Drawn By: T. Barry

Checked By: C. Sims

7500 McElvey Road, Suite A
 Panama City Beach, Florida 32408
 Office: (850) 769-4773
 Fax: (850) 872-9967



Asbestos Location Plan

St. Andrews Oakland Terrace School

1906 W 12th Street, Panama City, Florida

SESI Project No. P25-560

Southern Earth Sciences, Inc.

Licenses & Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

SOUTHERN EARTH SCIENCES INC

MARK E. WILSON
1246 TIMBERLANE ROAD
TALLAHASSEE FL 32312

LICENSE NUMBER: ZA0000092

EXPIRATION DATE: NOVEMBER 30, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/23/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

WILSON, MARK E

SOUTHERN EARTH SCIENCES INC
1246 TIMBERLANE RD.
TALLAHASSEE FL 32312

LICENSE NUMBER: AX85

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Asbestos Abatement – St. Andrews Oakland Terrace School
SESI file Number P25-560**

Southern Earth Sciences, Inc. (SESI) is the Florida Licensed Asbestos Consultant for developing project specifications and performing monitoring/clearance testing at the project site referenced above. This project calls for abatement of cementitious panels from the exterior walkways and removal of buried asbestos insulated piping. Contractor is solely responsible for verifying all quantities and locations of materials for this project.

Students and staff will not be present on the property during abatement work. Work will be coordinated with the demolition contractor.

Project Submittals:

- 1) Current Florida Asbestos Contractor License
- 2) Current Florida Asbestos Worker and Supervisor Training certificates
- 3) Current Medical Statement showing Physicians recommendation for wearing respirators
- 4) Current Respiratory Fit test
- 5) Certificate of Worker's Release
- 6) Daily Containment Sign in sheet/log
- 7) Landfill Waste Manifest

Cementitious Panels:

- 1) Coordinate with the owner for access to water and electricity as needed. Parking and placement of the dumpster and work vehicles shall also be coordinated with the owner.
- 2) Establish a regulated area around the work area with barrier tape, notices and asbestos signage.
- 3) Polyethylenene sheeting shall be placed under the covered walkways at least 4 feet from the buildings.
- 4) Setup a decontamination station inside the regulated.
- 5) The abatement contractor is responsible for controlling access to the regulated area. All personnel entering the area are to sign release forms. The abatement contractor shall notify the owner's representatives and other contractors working on site of the scope, duration and impact of work on the site.

-
- 6) All workers/supervisors shall wear appropriate personal protective equipment inside the regulated area including, as a minimum, half-mask negative pressure respirators. The abatement contractor shall provide documentation of physicals and fit tests to the owner as part of the abatement package.
 - 7) Panels shall be wetted prior to removal. Panels shall be removed in whole condition if possible. The ceiling framework shall be wet wiped and HEPA vacuumed after panel removal.
 - 8) All asbestos waste shall be double-bagged or double wrapped in appropriately marked waste bags and labeled containers. The waste bags shall be removed from the regulated area and placed in a locking dumpster/box truck. The dumpster/box truck shall be appropriately marked while being used to store asbestos waste on site.
 - 9) The work area shall be inspected by the contractor's supervisor for adequacy of work and cleanliness prior to contacting SESI for clearance via visual inspection.
 - 10) The ceiling framework will be encapsulated using appropriate techniques following satisfactory visual inspection results by SESI.
 - 11) Following a satisfactory visual inspection, SESI will perform a visual inspection of the work areas. The work area shall be free of all debris and dust.
 - 12) The containment and regulated areas can be deactivated following satisfactory visual inspection.

Buried Asbestos Pipe Insulation:

There are two lengths of heating pipe with asbestos containing insulation that are buried below ground. The piping is located along the north-south covered walkways and under building slabs. Piping is buried at approximately 18 to 24 inches below land surface. There is approximately 1800 linear feet of pipe insulation under building slabs and 600 linear feet adjacent to the covered walkway. The pipe insulation is in poor condition and therefore we recommend the soils be excavated from the top, bottom and around each side of the piping using hand equipment. Once soils have been removed, a regulated area will be constructed.

- A. Construct an Asbestos Regulated Area
 - 1) Erect barricades, post notices and warning signs.
- B. Construct a Decontamination area adjacent to the regulated area.

-
- C. Properly secure a glove bag over the section of pipe insulation to be removed. Proper glove bag techniques require the use of amended water and the use of a HEPA vacuum. Remove an approximate 3 foot section of insulation where pipe is to be cut.
 - D. Spray pipe insulation material with amended water, using spray equipment recommended by surfactant manufacturer capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping. Spray the asbestos material repeatedly during the work process to maintain wet condition and to minimize asbestos fiber dispersion.
 - E. Evacuate air with the HEPA vacuum. Twist, seal and remove the glove bag from the piping. Place bag into an asbestos waste bag, seal and label for disposal. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in goose neck fashion. Waste bags shall be properly labeled including waste generator labels. Do not seal bags with wire or cord.
 - F. Once removal of insulation has been completed at the locations where the pipe is to be cut, wrap the remaining insulation with 2 layers of 6-mil poly. Seal the pipe and remove the section of pipe with asbestos still attached in sections. Once pipe has been cut, remove the wrapped pipe, place asbestos labels on the piping and move to the lined asbestos waste dumpster for proper disposal.
 - G. The abatement company shall use removal methods and equipment which will not cause the fiber count during removal operations to be more than 0.1 fiber/cc of air when tested by NIOSH Method 7400.

Disposal of Asbestos Waste

- 1) Asbestos waste shall be sealed in leak-proof containers labeled in accordance with Title 29, Code of Federal Regulations, Section 1926.1101 and CFR Parts 171 and 172, Hazardous Substances: Final Rule. Such containers shall be removed daily from the regulated area where work is in progress, or shall be stored in approved locked van or truck. These containers must remain under the positive control of the Contractor and must never be left unattended or unsecured where unauthorized personnel could gain access.

-
- 2) Trucks hauling bags and drums shall be enclosed to prevent loss or damage to containers in route to approved landfill. Receipts including date, quantity of material and signature from authorized representative of landfill operator for all deliveries of waste material shall be delivered to the Consultant. Contractor shall post warning signs on truck during loading and unloading operations.
 - 3) Bags shall be labeled with the Owner's name and the city and state of origin.

Regulations, Codes, and Standards:

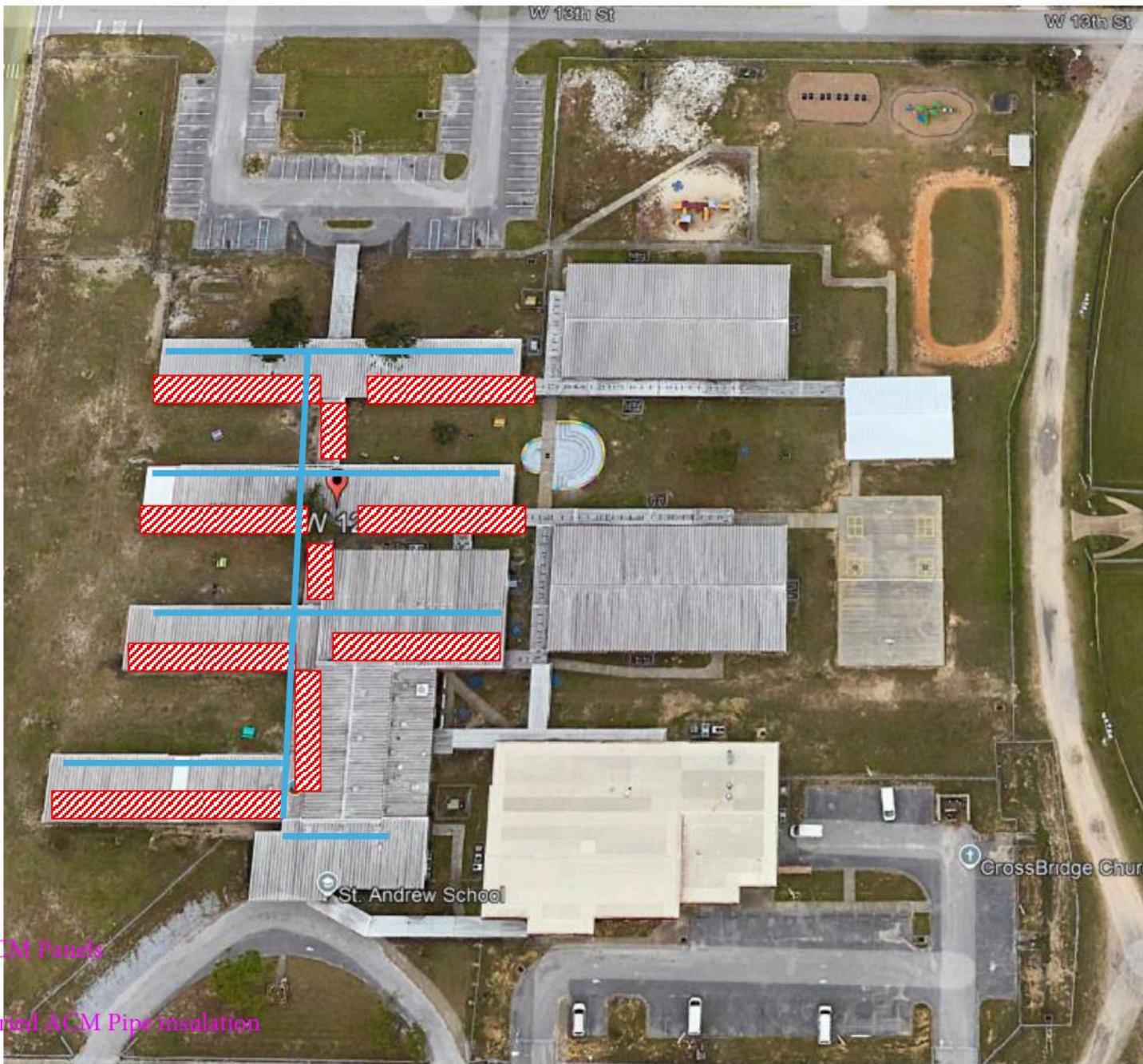
- 1) The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.
 - a) Title 29, Code of Federal Regulations, Section 1926.1101, Section 1910.145 and Section 1910.134. Occupational Safety and Health Administration (OSHA), US Department of Labor.
- 2) Title 40, Code of Federal Regulations, Part 61, Sub-parts A and M (revised Sub-part B), National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
- 3) 49 CFR Parts 171 and 172, Hazardous Substances: Final Rule.

END OF SPECIFICATION



Mark E. Wilson, P.E.
Asbestos Consultant No. AX 85
State of Florida

TCB/mw



ACM Panels



Buried ACM Pipe Insulation

Scale: Not To Scale

Date Drawn: January 22, 2026

Drawn By: T. Barry

Checked By: C. Sims

7500 McElvey Road, Suite A
Panama City Beach, Florida 32408
Office: (850) 769-4773
Fax: (850) 872-9967



Asbestos Location Plan

St. Andrews Oakland Terrace School

1906 W 12th Street, Panama City, Florida

SESI Project No. P25-560

Southern Earth Sciences, Inc.

Licenses & Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

SOUTHERN EARTH SCIENCES INC

MARK E. WILSON
1246 TIMBERLANE ROAD
TALLAHASSEE FL 32312

LICENSE NUMBER: ZA0000092

EXPIRATION DATE: NOVEMBER 30, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/23/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

WILSON, MARK E

SOUTHERN EARTH SCIENCES INC
1246 TIMBERLANE RD.
TALLAHASSEE FL 32312

LICENSE NUMBER: AX85

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





**Bay District Schools
Margaret K. Lewis
Demolition Package
Panama City, Florida 32401**

PROJECT MANUAL



DAG PROJECT No. 25048

DATE: MARCH 19, 2026

DAG
Architects

PANAMA CITY OFFICE
455 Harrison Avenue, Suite I
Panama City, Florida 32401
www.dagarchitects.com

SECTION 011000 - SUMMARY OF WORK**PART 1 - GENERAL**

- 1.01 **RELATED DOCUMENTS:** Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section
- 1.02 **RELATED REQUIREMENTS:**
1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.02 **PROJECT DESCRIPTION**

The current Margaret K. Lewis School will be relocated to the existing Oakland Terrace Elementary school at 2010 W. 12th St. in Panama City. We understand the district desires three buildings of approximately 33,000 square feet (Buildings 9, Building 13, and Building 14) to remain and all other buildings on the campus to be demolished this summer. All other buildings will be new construction.

1. **Project Location:** 2010 W. 12th St. Panama City, FL
 2. **Owner:** Bay District Schools
- B. **Contract Documents** dated March 19 were prepared for the Project by DAG ARCHITECTS, INC. 455 Harrison Avenue Suite I Panama City, Florida 32401.
- C. **The work** consists of:
1. All buildings to be demolished with the exception of Buildings 9, Building 13, and Building 14 and related attached canopies. Telecom head in located at existing Media Center to be relocated. Refer to salvage specifications for furniture, fixtures, and equipment to be salvaged by Construction Manager prior to demolition.
- D. **Work Sequence:** The work will be conducted in such a sequence to minimize interference to Owner's normal activities.
- E. **Applicable Codes:** All work shall be completed in accordance with the following codes where applicable:
1. Florida Building Code, Building (FBC,B) (7th Edition.)
 2. Florida Building Code, Accessibility (FBC,A) (7th Edition.)
 3. Florida Building Code, Mechanical (FBC,M) (7th Edition.)
 4. Florida Building Code, Fuel Gas (FBC,FG) (7th Edition.)
 5. Florida Building Code, Plumbing (FBC,P) (7th Edition.)
 6. Florida Fire Prevention Code (FFPC) (7th Edition.)
 7. National Electric Code (NEC) (2020 Edition.)
 8. NFPA 101 (2021 Edition.)
- F. ~~**Product Approval:** The Contractor shall, for each product installed in the building envelope, either; provide the applicable Product Approval Numbers OR provide certification (for alternate means of Building code approval) that products installed conform to the Florida Building Code 7th Edition. The list of products is as follows:~~
1. Structural components.
 5. Other products as applicable.
- Note: The list shown above is not comprehensive. No effort was made to list each and every possible aperture in the building envelope. The Contractor shall determine what products apply and furnish the applicable Product Approval Numbers, or the required testing and subsequent certifications to meet the Florida**

Building Code. The Product Approval List can be found within the Florida Building Code website.

- G. Contractor: Construction Manager has been engaged for this project to serve as Contractor who in turn Subcontracts all or portions of the work. In Divisions 1 through 33, the terms “Construction Manager” and “Contractor” are synonymous.

1.03 CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the contractor shall have use of the premises for construction activities in areas indicated or agreed upon by the Owner.
1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 2. Contractor to note/delineate any wetlands and protect them during construction. BDS to be held harmless if subcontractors invade this area.
 3. Keep surrounding driveways, sidewalks, and entrances serving the site clear and available to the Owner and Visitors at all times. Do not use these areas for parking or storage of materials.
- B. Construction Safeguards: The contractor shall construct safeguards to protect personnel and visitors from the construction areas and areas where materials are stored. Limits of the construction safeguards shall be determined by the Owner.

- 1.04 DRESS CODE AND CONDUCT: All workmen on the construction site shall always wear a shirt. No workmen shall engage in any verbal expressions or physical gestures directed towards any visitors, employees of Owner, or any other person at this construction site which may be considered sexual harassment. All workers are always to be badged. There is no smoking on any part of the property. Any person not meeting these standards will be banned from this construction site.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION

- 3.01 LAYOUT OF THE WORK: Dimensions and elevations indicated on the drawings shall be verified by the Contractor prior to commencement of work. Discrepancies between drawings, specifications, and existing conditions shall be referred to the Architect for adjustment before affected work is performed. Failure to make such notification shall place responsibility upon the Contractor to carry out the work in a satisfactory and workmanlike manner at no additional cost to the Owner.

3.02 RESTORATION

- A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work and do not disturb any plumbing, steam, gas or electric work without approval.
- B. Existing work (mechanical and electrical work, lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to Architect before it is disturbed. Materials and workmanship used in restoring work, shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

- C. Upon completion of contract, deliver work complete and undamaged. Damage that may be caused by Contractor or his workmen to existing structures, grounds, and utilities or work done by others shall be repaired by him at no additional cost to the Owner and left in as good condition as existed prior to damaging.
- D. At his own expense, Contractor shall immediately restore to service and repair any damage he may cause to existing piping and conduits, wires, cables, fiber, etc., of utility services or of fire protection systems and communications systems which are not scheduled for discontinuance or abandonment. Contractor shall employ appropriate parties for repair work.

3.03 CLEANING UP

- A. At completion of the work, the Contractor shall remove from the building and site all tools, appliances, surplus materials, debris, temporary structures and facilities, scaffolding, and equipment; sweep clean the building thoroughly and remove all marks, stains, fingerprints, dust, dirt, paint drippings, and the like from all surfaces; clean tile work, windows, plumbing, and other fixtures and surfaces.
- B. All hardware and other unpainted metals shall be cleaned and polished, and all equipment and paint or decorated work shall be cleaned and touched up, if necessary. Surfaces that are waxed shall be polished. Remove all temporary labels, tags, and paper covering throughout the building.
- C. The exterior of the buildings, the grounds, approaches, equipment, pavement, sidewalks, etc., shall be cleaned similar to interior of buildings and left in good order at the time of final acceptance, with paint surfaces clean and unbroken, hardware clean and polished, all repair work accomplished and dirt areas scraped and cleared of weed growth.
- D. Cleaning, polishing, sealing, waxing, and all other finish operations indicated on the drawings, or required in the specifications, shall mean that this is the required condition at the time of acceptance of all work under the contract.

END OF SECTION 011000

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 012900 – PAYMENT PROCEDURES**PART 1 - GENERAL**

- 1.01 **SCHEDULE OF VALUES**: Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule. Correlate line items in the Schedule of Values for each phase with other schedules and forms, including:

Contractor's Construction Schedule.
Application for Payment form.
List of subcontractors.
List of products.
Schedule of submittals.

- A. Submit the Schedule of Values to the Architect and Owner at the earliest date, but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- B. **Format and Content**: Use the Project Manual Table of Contents as a guide to establish the format.
Identification: Include the following identification:
Project name and location.
Name of the Architect.
Project number.
Contractor's name and address.
Date of submittal.

Format: Use AIA Document G703 Continuation Sheet.

Break down each Division that is listed in enough detail to facilitate evaluation of Application for Payments. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.

Each item in the Applications for Payment and Continuation Sheet shall be complete including total cost and share of overhead and profit. Temporary facilities and items that are not direct cost of Work-in-place may be shown as separate line items or distributed as general overhead expense.

Update and resubmit the schedule when Change Orders change the Contract Sum.

- C. **Change Management**: Any change in the project's 'schedule of values' line items shall be noted to the architect and owner monthly prior to changing the owner schedule of values via a submitted pay application.
- a. **EXAMPLE**:
- i. *Month 1 - site line item = 1000.00.*
 - ii. *Month 2 – site line item = 1500.00, a 500.00 change has been listed in the schedule of values.*
 - iii. *What is the audit path for the change in scheduled value under the sit line item?*
 1. *Did the owner receive a copy of the paperwork documentation back-up requiring this change (RFI, ASI, RFP)?*
 2. *Did the owner receive a proposal for the change in scope prior to proceeding?*
 3. *Did the owner receive a copy of any subcontractor change issued?*
 4. *Did the owner receive a copy of the change management document indicating the proposed change was accepted by the architect and approved by the owner?*
 5. *What GMP line item did the funding added to site line item come from?*
- b. All these noted audit path requirements may be accomplished in different ways but shall be required (at a minimum) regardless of amount or scope of the change. It shall be

agreed upon at the outset of each project how change management will be implemented for each of the various types of changes that may occur. It will be noted in project

meeting minutes as to the agreed upon method for change management. Subsequent to those agreements change management shall be implemented in strict compliance with the agreed upon methodology.

1.02 APPLICATIONS FOR PAYMENT: Applications for Payment shall be submitted by the 25th of the month and will be paid by the 10th of the following month. Applications for Payment not received by the 25th of the month will be paid not later than 15 days after the date received. The period covered by each Application for Payment is one month. A retainage of 10% of the amount earned and stored will be withheld from each payment.

A. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated.

B. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703, 1992 edition, as the form for the application.

C. Application Preparation: Complete every entry, including notarization and execution by person authorized to sign on behalf of the Contractor. Incomplete applications will be returned without action. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made. Include amounts of Change Orders issued prior to the last day of the period covered by the application.

- a. The first pay application must mimic the approved GMP for the project, or mimic the project bid for the work.
- b. Per change management section listed in 1.01C, subsequent pay applications may include changes to various line items within the schedule of values. Changes shall be tracked monthly and documentation provided to ensure a clear auditable trail for the project accounting starting with the GMP and ending with the final pay application on the project.
- c. Each successive pay application must be accompanied by change management paperwork sufficiently detailed to ensure all parties are clear regarding changes or adjustments to the schedule of values.
- d. It is the sole discretion of the owner to determine what documentation is adequate. However, the minimum required documentation is listed in the change management section herein.

D. Transmittal: Submit 4 executed copies of each application to the Architect within 24 hours; two copies shall be complete, including waivers of lien where required and similar attachments. Transmit each copy with a transmittal listing attachments, and recording information related to the application.

E. Waivers of Lien: With final application, submit waivers of lien from every entity who has performed work, provided labor or supplied materials. Waivers of Lien are to be provided by, but not limited to the following material suppliers and subcontractors. This list is for illustration only, not necessarily complete.

Concrete	Masonry	Paving
Steel	Site Work	Landscaping
Finish Carpentry	Roofing	Doors
Windows	Finish Hardware	Gypsum Wallboard
Flooring	Painting	Ceilings
Signage	Toilet & Bath Accessories	
Mechanical	Plumbing	Electrical

- F. Waiver Forms: Submit waivers of lien on AIA Document G706A, "Contractor's Affidavit of Release Of Liens".
- 1.03 INITIAL APPLICATION FOR PAYMENT: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:
- Fully executed Contract.
 - List of subcontractors.
 - List of suppliers and fabricators.
 - Schedule of Values.
 - Contractor's Construction Schedule (preliminary if not final).
 - Submittal Schedule (preliminary if not final).
 - List of Contractor's staff assignments.
 - Copies of building permits (if required).
 - Copies of licenses from governing authorities.
 - Certificates of insurance and insurance policies.
 - Performance and payment bonds.
- 1.04 PARTIAL RETAINAGE RELEASE
- A. FORMS: Use AIA Document G707A, "Consent of Surety To Reduction in Or Partial Release Of Retainage".
- B. Retainage may only be reduced to 5% with owner approval and in no case will final retainage be released until all items required for final completion are completed and accepted by the architect and the owner.
- 1.05 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:
- Occupancy permits.
 - Test/adjust/balance records (Final).
 - Operation and Maintenance instructions.
 - Meter readings.
 - Change-over information related to Owner's occupancy.
 - Training as Specified
 - Final Cleaning
 - As-builts
- 1.06 BUYOUT SAVINGS AND CONTINGENCY USAGE: Buy out savings, contingency, and any other project funds are the property of the owner under the control of the Contractor or CM. ALL buy out savings and contingency funds used shall be reported to the owner and may not be used without notification to the owner. See Change management section 1.01C.
- 1.07 FINAL PAYMENT APPLICATION: Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:
- Completion of Project closeout requirements. 100% complete to the satisfaction of the Owner and Architect. Refer to Section 01700 - Project Closeout.
 - Warranties and maintenance agreements.
 - Completion of all items specified for completion after Substantial Completion.
 - Transmittal of required Project construction records to Architect.
 - AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".

Change of door locks to Owner's access.
AIA Document G707, "Consent of Surety To Final Payment".

END OF SECTION 012900

SECTION 013100 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 **THIS SECTION** specifies requirements for project coordination including:

- | | |
|---|----------------------------------|
| Coordination with other Contractors. | General installation provisions. |
| Administrative and supervisory personnel. | Cleaning and protection. |

1.02 **COORDINATION**: Coordinate activities included in various Sections to assure efficient and orderly installation of each component. Coordinate operations included under different Sections that are dependent on each other for proper installation and operation.

Where installation of one component depends on installation of other components before or after its own installation, schedule activities in the sequence required to obtain the best results.

Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.

Make provisions to accommodate items scheduled for later installation.

Coordinate installations such that items requiring maintenance are readily accessible. Do not block maintenance access to these components with follow on installation. Anything blocked will be corrected by the sub-contractor.

Prepare memoranda for distribution to each party involved outlining required coordination procedures. Include required notices, reports, and attendance at meetings.

Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

1.03 **ADMINISTRATIVE PROCEDURES**: Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:

- | | |
|---|--|
| Preparation of schedules. | Delivery and processing of submittals. |
| Power and utility shutdowns. | Progress meetings. |
| Installation and removal of temporary facilities. | Project closeout activities. |

1.04 **COORDINATION DRAWINGS**: Prepare Coordination Drawings where close coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space necessitates maximum utilization of space for efficient installation of different components.

Show relationship of components shown on separate Shop Drawings.
Indicate required installation sequences.

1.05 **STAFF NAMES**: Within 10 days of Notice to Proceed, submit a list of Contractor's staff assignments, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities, addresses and telephone numbers. Staff substitutions must be approved by owner in advance.

Post copies in the Project meeting room, the field office, and at each temporary telephone.

1.06 **INSPECTION OF CONDITIONS**: The Installer of each component shall inspect the substrate and all other conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected and as follows:

- a. MVER/RH/BNLT moisture readings for slabs on grade or walls must pass manufacturer requirements.
 - b. Humidity and temperature control ranges for installation must meet manufacturer requirements.
 - c. Other items must meet the listed, installation requirements set forth by the manufacturer.
- 1.07 MANUFACTURER'S INSTRUCTIONS: Comply with manufacturer's installation instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.
- 1.08 INSPECT material immediately upon delivery and again prior to installation. Reject damaged and defective items.
- 1.09 PROVIDE ATTACHMENT and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level. Allow for expansion and building movement.
- 1.10 VISUAL EFFECTS: Provide uniform joint widths in exposed Work. Arrange joints to obtain the best effect. Refer questionable choices to the Architect for decision.
- 1.11 RECHECK MEASUREMENTS and dimensions, including elevations, before starting installation.
- 1.12 INSTALL EACH COMPONENT during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.
- 1.13 COORDINATE TEMPORARY ENCLOSURES with inspections and tests, to minimize uncovering completed construction for that purpose.
- 1.14 MOUNTING HEIGHTS: Where mounting heights are not indicated, install components at standard heights for the application indicated or refer to the Architect.
- 1.15 CLEANING AND PROTECTION: During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure. Such exposures include, but are not limited to the following:

- Excessive static or dynamic loading.
- Excessive internal or external pressures.
- Excessive weathering.
- Excessively high or low temperatures or humidity.
- Air contamination or pollution.
- Water or ice.
- Chemicals or solvents.
- Heavy traffic, soiling, staining and corrosion.
- Rodent and insect infestation.
- Unusual wear or other misuse.
- Contact between incompatible materials.
- Theft or vandalism.

END OF SECTION 013100

SECTION 013200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 **SUMMARY:** This Section specifies requirements for Project meetings including:

- Pre-Construction Conference.
- Progress Meetings.

1.02 **PRE-CONSTRUCTION CONFERENCE:** Architect shall conduct a pre-construction conference after execution of the Agreement and prior to commencement of construction activities. Review responsibilities and personnel assignments.

Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, subcontractors, suppliers, manufacturers, and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.

Agenda: Discuss significant items that could affect progress, including the tentative construction schedule, critical sequencing, use of the premises, procedures for processing Change Orders and equipment deliveries.

Review progress of other activities and preparations for the activity under consideration at each conference, including time schedules, manufacturer's recommendations, weather limitations, substrate acceptability, compatibility problems and inspection and testing requirements.

Record significant discussions, agreements and disagreements of each conference, along with the approved schedule. Distribute the meeting record to everyone concerned, promptly, including the Owner and Architect.

Do not proceed if the conference cannot be successfully concluded. Initiate necessary actions to resolve impediments and reconvene the conference at the earliest feasible date.

1.03 **PROGRESS MEETINGS:** Conduct progress meetings at regular monthly intervals. Notify the Owner and Architect of scheduled dates. Coordinate meeting dates with preparation of the payment request.

Attendees: The Owner and Architect, each subcontractor, supplier or other entity concerned with progress or involved in planning, coordination or performance of future activities shall be represented by persons familiar with the Project and authorized to conclude matters relating to progress.

Agenda: Review minutes of the previous progress meeting. Review significant items that could affect progress. Include topics appropriate to the current status of the Project including:

- | | |
|------------|---------------|
| RFIs | Change Orders |
| Scheduling | Submittals |

Reporting: Distribute copies of the minutes of the meeting to each party present and to parties who should have been present.

1.04 **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

SECTION 013200 - PROJECT MEETINGS (continued):

Review the present and future needs of each entity present, including such items as:

- Time.
- Sequences.
- Deliveries.
- Off-site fabrication problems.
- Site utilization.
- Temporary facilities and services.
- Hazards and risks.
- Quality and Work standards.
- Change Orders.
- Documentation of information for payment requests.

- 1.05 PROJECT CLOSE OUT MEETING: Once the contractor has gathered a complete project close out deliverable including both hard copies and electronic copies, warranties, extra parts and any other close out required items, they are to notify the architect that they are ready to schedule the project close out meeting.

END OF SECTION 013200

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

- 1.01 GENERAL: This Section specifies requirements for quality control services. Quality control services include inspections and tests performed by independent agencies, governing authorities, as well as the Contractor.
- 1.02 CONTRACTOR RESPONSIBILITIES: Provide inspections and tests specified or required by governing authorities, except where they are the Owner's responsibility, or are provided by another entity; services include those specified to be performed by an independent agency not by the Contractor. Costs are included in the Contract.

The Contractor shall engage and pay for services of an independent agency, acceptable to the Architect/Engineer to perform inspections and tests specified as Quality Control services.

Retesting: The Contractor is responsible for retesting where results prove unsatisfactory and do not indicate compliance with Contract Documents, regardless of whether the original test was the Contractor's responsibility.

Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

Associated Services: The Contractor shall cooperate with agencies performing inspections or tests and provide auxiliary services as requested. Notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include but are not limited to:

Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.

Take representative samples of materials that require testing or assist the agency in taking samples.

Provide facilities for storage and curing samples and deliver samples to testing laboratories. Provide a preliminary design mix proposed for use for material mixes that require control by the testing agency.

Provide security and protection of samples and test equipment at the Project site.

- 1.03 DUTIES OF THE TESTING AGENCY: The agency engaged to perform inspections and testing of materials and construction shall cooperate with the Architect and Contractor in performance of its duties and provide qualified personnel to perform inspections and tests.

The agency shall notify the Architect and Contractor promptly of deficiencies observed during performance of its services.

The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

- 1.04 COORDINATION: The Contractor and each agency engaged to perform inspections and tests shall coordinate the sequence of activities to accommodate services with a minimum of delay. The Contractor and each agency shall coordinate activities to avoid removing and replacing construction to accommodate inspections and tests.

The Contractor is responsible for scheduling inspections, tests, taking samples and similar activities.

SECTION 014000 - QUALITY REQUIREMENTS (continued)

- 1.05 **SUBMITTALS**: The testing agency shall submit a certified written report of each inspection and test to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible, submit a certified written report of each inspection and test through the Contractor, in triplicate, who shall send two (2) copies to the Architect.

Submit additional copies of each report to the governing authority, when the authority so directs.

Report Data: Written reports of each inspection or test shall include, but not be limited to:

- Date of issue.
- Project title and number.
- Name, address and telephone number of testing agency.
- Testing agency qualifications.
- Dates and locations of samples and tests or inspections.
- Names of individuals making the inspection or test.
- Designation of the Work and test method including applicable industry standards and/or codes.
- Identification of product and Specification Section.
- Complete inspection or test data.
- Test results and an interpretations of test results.
- Ambient conditions at the time of sample-taking and testing.
- Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
- Name and signature of laboratory inspector or person reviewing results.
- Recommendations on retesting.

- 1.06 **QUALIFICATION FOR SERVICE AGENCIES**: Engage inspection and testing agencies which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories and specialize in the types of inspections and tests to be performed.

Each inspection and testing agency engaged shall be authorized to operate in the State in which the Project is located.

- 1.07 **REPAIR AND PROTECTION**: Upon completion of inspection and testing repair damaged construction and restore substrates and finishes to eliminate deficiencies. Comply with requirements for "Cutting and Patching."

Protect construction exposed by or for quality control service activities and protect repaired construction.

The Contractor is responsible for repair and protection regardless of the assignment of responsibility for inspection and testing.

END OF SECTION 014000

SECTION 014200 - DEFINITIONS AND STANDARDS**PART 1 - GENERAL**

1.01 **DEFINITIONS**: Basic Contract definitions are included in the General Conditions.6

- A. **Indicated** refers to graphic representations, notes or schedules on Drawings, or Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference.
- B. **Directed**: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Architect", "requested by the Architect", and similar phrases. No implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's supervision of construction.
- C. **Approve**, used in conjunction with action on submittals, applications, and requests, is limited to the Architect's duties and responsibilities stated in General and Supplementary Conditions. Approval shall not release the Contractor from responsibility to fulfill Contract requirements.
- D. **Regulation** includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, and rules, conventions and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
- E. **Furnish** means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."
- F. **Install** describes operations at the site including "unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, protecting, cleaning and similar operations."
- G. **Provide** means "furnish and install, complete and ready for use."
- H. **Installer**: "Installer" is the Contractor, or an entity engaged by the Contractor, as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform. The term "experienced," when used with "Installer" means having a minimum of 5 previous Projects similar in size to this Project, and familiar with the precautions required, and with requirements of the authority having jurisdiction.
- I. **Project Site** is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- J. **Testing Laboratories**: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

1.02 **SPECIFICATION FORMAT**: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 48-Division format and MASTERFORMAT 2004 numbering system. Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the context so indicates.

Imperative language is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

- 1.03 ASSIGNMENT OF SPECIALISTS: Certain construction activities shall be performed by specialists, recognized experts in the operations to be performed. Specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
- 1.04 DRAWING SYMBOLS: Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.
- 1.05 MECHANICAL/ELECTRICAL DRAWINGS: Graphic symbols for mechanical and electrical Drawings are defined in a graphic symbol legend on the Construction Documents and are aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by symbols recommended by technical associations. Refer instances of uncertainty to the Architect for clarification before proceeding.
- 1.06 APPLICABILITY OF STANDARDS: Except where the Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if bound or copied into Contract Documents. Such standards are part of the Contract Documents by reference. Individual Sections indicate standards the Contractor must keep available at the Project Site.
- 1.07 PUBLICATION DATES: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- Updated Standards: Submit a Change Order proposal where an applicable standard has been revised and reissued after the date of the Contract Documents and before performance of Work. The Architect will decide whether to issue a Change Order to proceed with the updated standard.
- 1.08 CONFLICTING REQUIREMENTS: Where compliance with two or more standards that establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced. Refer uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.
- Minimum Quantities or Quality Levels: The quantity or quality shown or specified is the minimum to be provided or performed. Indicated values are minimum or maximum values, as appropriate for the requirements. Refer instances of uncertainty to the Architect for decision before proceeding.
- 1.09 COPIES OF STANDARDS: Each entity engaged on the Project shall be familiar with standards applicable to that activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements may be part of submittals, the Architect reserves the right to require submittal of additional copies for enforcement of requirements.

- 1.10 ABBREVIATIONS AND NAMES: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.
- 1.11 PERMITS, LICENSES, AND CERTIFICATES: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

END OF SECTION 014200

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 015000 – TEMPORARY FACILITIES**PART 1 - GENERAL**

- 1.01 **RELATED DOCUMENTS:** Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.
- 1.02 **SUMMARY:** This Section specifies temporary services and facilities, including utilities, construction and support facilities, security and protection. Provide facilities ready for use. Maintain, expand and modify as needed. Remove when no longer needed or replaced by permanent facilities.
- Temporary facilities required include but are not limited to water service and distribution, temporary electric power and light, storage sheds, sanitary facilities and temporary enclosures, barricades, warning signs, lights and environmental protection.
- 1.03 **USE CHARGES:** Cost or use charges for temporary facilities are not chargeable to the Owner or Architect and will not be accepted as a basis of claims for a Change Order.
- 1.04 **REGULATIONS:** Comply with all applicable local, state, and federal laws and regulations.
- 1.05 **STANDARDS:** Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities" and OSHA.
- A. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared by AGC and ASC.
- B. **Electrical Service:** Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- 1.06 **INSPECTIONS:** Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- 1.07 **CONDITIONS OF USE:** Keep facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload or permit facilities to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
- 1.08 **MATERIALS AND EQUIPMENT:** Provide new materials and equipment; if acceptable to the Architect, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended.
- A. **Tarpaulins:** Waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- B. **Temporary / Construction Fencing:** 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.
- 1.09 **TEMPORARY UTILITY INSTALLATION:** Engage the local utility company to install temporary service or connect to existing service. Arrange for a time when service can be interrupted to make connections. Provide adequate capacity at each stage of construction.

- A. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction. Sterilize water piping prior to use.
- B. Electric Power Service: **Existing service may be used**
Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics. It includes meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear. Install service underground, if possible.
1. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage.
 2. Electrical Outlets: Provide properly configured NEMA polarized outlets. Provide outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
 3. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to traffic.
- C. Lighting: Provide temporary lighting with local switching to fulfill security requirements and provide illumination for construction operations and traffic conditions.
1. Lamps and Light Fixtures: Provide general service with incandescent lamps. Provide guard cages or tempered glass enclosures, were exposed to breakage. Provide exterior fixtures were exposed to moisture.
- D. Telephones: Provide temporary telephone service for personnel engaged in construction. Post a list of important telephone numbers.
- E. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent. If sewers are not available or cannot be used, provide drainage ditches, or similar facilities.
- Filter out construction debris and other contaminants that might clog sewers or pollute waterways before discharge. Provide earthen embankments and similar barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.
Comply with all City and County requirements for storm water runoff.

1.10 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION: Locate for easy access. Maintain facilities until Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, if acceptable to the Owner.

- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads where they do not interfere with construction activities.
- B. Dust Control: If, in the opinion of the Owner or Architect it is necessary to control dust during construction period, the Contractor shall furnish and spread water or calcium chloride at points where dust is a nuisance or as directed by the Architect, at no additional cost to the Owner.

- C. Field Office: Provide field offices of size required to accommodate personnel, including telephone and fax line. In addition, provide a 3' x 5' desk, table and stool for use by the Architect. Field office is to be provided with air conditioning. Keep clean and orderly for use for small progress meetings.
 - D. Storage and Fabrication Sheds: Install sheds, equipped to accommodate materials and/or existing equipment involved. Sheds may be open shelters.
 - E. Sanitary facilities include temporary toilets and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures. Install where facilities will best serve the Project. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
 - F. Toilets: Install self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pit-type privies will not be permitted. Under no circumstances will construction personnel use existing toilet facilities.
 - G. Drinking Water Facilities: Provide containerized tap-dispenser type drinking water units.
 - H. Dewatering Facilities and Drains: For temporary drainage and dewatering operations not associated with construction, comply with requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities. Maintain excavations and construction free of water.
 - I. Temporary Enclosures: Provide temporary enclosure for protection of construction from exposure, foul weather, other construction operations and similar activities. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions.

Install tarpaulins securely, with incombustible framing. Close openings through floor or roof decks and horizontal surfaces with load-bearing construction.
 - J. Collection and Disposal of Waste: Collect waste daily. Comply with NFPA 241 for removal of combustible waste. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose in a lawful manner.
 - K. Project Identification and Temporary Signs: Prepare project identification signs on grade B-B High Density Overlay Plywood; install where indicated by Architect. Support on framing of preservative treated wood or steel. Engage an experienced sign painter to apply graphics. Refer to project identification sign drawing at end of this section (Attachment 015000-1).
- 1.11 SECURITY AND PROTECTION FACILITIES INSTALLATION: Except for use of permanent fire protection as soon as available, do not change from use of temporary security and protection facilities to permanent facilities until Substantial Completion.
- A. Fire Protection: Until fire protection is supplied by permanent facilities, install and maintain temporary fire protection of types needed to protect against predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations." Consideration should be given to existing fire hydrant locations.
 - B. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for

temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers. Locating fire extinguishers where effective for the intended purpose.

Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
Store combustible materials in containers in fire-safe locations.
Provide supervision of welding operations, combustion type temporary heating units, and sources of fire ignition.

- C. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of barricades. Paint appropriate warning signs to inform personnel and the public of the hazard being protected against. Where needed provide lighting, including flashing lights. Temporary, portable or metal barricades and structures shall be constructed over all open trench areas intersecting student walkways. Walkway structures over trenches shall be of sturdy construction with handrails and be handicap accessible.
 - D. Security Enclosure and Lockup: Install temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism and theft. Where materials and equipment must be stored, provide a secure lockup.
 - E. Enclosure Fence: When excavation begins, install an enclosure fence with lockable entrance gates where indicated, or if not indicated, enclose the entire site or the portion sufficient to accommodate operations. Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth.
 - F. Environmental Protection: Operate temporary facilities and conduct construction by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted. Restrict use of noise making tools and equipment to hours that will minimize complaints.
- 1.12 OPERATION: Enforce strict discipline in use of temporary facilities. Limit availability to intended use to minimize abuse. Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and the elements.

Maintain operation of enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis to achieve indicated results and to avoid damage.

Prevent piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

- 1.13 TERMINATION AND REMOVAL: Remove each facility when the need has ended, or replaced by a permanent facility, or no later than Substantial Completion. Complete or restore construction delayed because of interference with the facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

Temporary facilities are property of the Contractor.

At Substantial Completion, renovate permanent facilities used during the construction period, including but not limited to:

Replace air filters and clean inside of ductwork and housing. Replace worn parts and parts subject to unusual operating conditions. Replace burned out lamps.

END OF SECTION 015000

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 015719 - EROSION CONTROL AND ENVIRONMENTAL PROTECTION**1.1 INTENT**

It is the intent of these specifications to provide supplemental information to the contents of the construction drawings on the quality of materials, execution, measurement, etc. These specifications are general in nature and may contain products and requirements which are not applicable to the project. Discrepancies between these specifications and the construction drawings, either imagined or real, shall be brought to the attention of the Contracting officer for clarification.

1.2 DESCRIPTION OF WORK

Comply with the provisions of the following codes and standards, except as otherwise shown or specified:

"Standard Specifications for Road and Bridge Construction", Florida Department of Transportation, latest edition...

"Roadway and Traffic Design Standards", Florida Department of Transportation, latest edition.

"American Society for Testing and Materials (ASTM) Publications" as follow:

D 123-87	Standard Terminology Relating to Textiles
D 1683-81	Failure in Sewn Seams of Woven Fabrics
D 2487-83	Test Method for Classification of Soils for Engineering Purposes
D 3786-80	Standard Test Method for Mullen Burst Strength
D 3787-80	Bursting Strength of Knitted Goods - Constant-Rate-of- Traverse (CRT) Ball Burst
D 4439-87	Standard Terminology for Geotextiles
D 4533-85	Standard Test Method for Trapezoid Tearing Strength of Geotextiles
D 4632-86	Standard Test Method for Breaking Load and Elongation of Geotextiles (Grab Method)
VTM-51-79	Filtration Efficiency
VTM-51-79	Slurry Flow Rate

Certification: The contractor shall be responsible for providing the required material certifications prior to construction. Failure to provide certification may result in rejection of the material and replacement at no cost to the Owner.

Testing: An independent testing and inspection service will not be required for the work of this section.

1.3 SUBMITTALS

Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements. When test requirements are specified, the contractor shall supply results performed by a certified testing laboratory.

1.4 TEMPORARY EROSION CONTROL (VEGETATION AND COVERINGS)

General: Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, artificial coverings, berms, and baled hay or straw.

Temporary Grassing: Temporary grassing shall be as specified in Section 13 except as modified herein.

Perennial grass seed may be omitted if permanent erosion control will be placed prior to death of annual grass.

Temporary Sod: Sod shall be as specified in Section 12.

Temporary Mulch: Mulch shall be as specified in Section 13.

Sandbagging: Sandbagging shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.

Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.

Baled Hay or Straw: This work shall consist of construction of baled hay or straw dams to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in the construction drawings or, when details are not shown, in accordance with the FDOT Standard Index No. 102.

1.5 TEMPORARY EROSION CONTROL (SILT FENCES)

General: Temporary erosion control features shall consist of, but not be limited to, silt fences and staked turbidity barriers. The work shall consist of furnishing, installing, maintaining, and removing temporary fences and barriers in accordance with the manufacturer's recommendations, these specifications, the details shown on the plans, or, when details are not shown, in accordance with the FDOT Standard Index No. 102 & 103. The barrier type(s) will be at the Contractor's option unless otherwise specified in the plans.

Silt Fence: Silt fence or sediment control fence shall consist of a geotextile fabric attached to posts. The geotextile fabric shall be a woven or non-woven fabric as specified herein. Posts shall be a minimum length of five feet rough or surfaced four-inch by four-inch wood, three-inch minimum diameter wood or steel at least 1.33 pounds per linear foot. When called for, wire reinforcement shall be poultry mesh, a minimum height of 36 inches, 20-gauge wire minimum, with a mesh spacing of one inch. As an alternative, Type A fence conforming to Section 966, FDOT Standard Specifications, may be used.

Staked Turbidity Barrier: In addition to the requirements for a temporary silt fence contained herein, the fabric used for staked turbidity barrier shall have a double stitched hem at the top of the fabric into which has been sewn a braided nylon cord with a minimum diameter of 1/8 inch running the full length of that section of fabric. Supports for staked turbidity barriers shall be a minimum length of three feet seasoned two-inch by four-inch wood, 2-1/2-inch minimum diameter wood, or steel at least 1.33 pounds per linear foot.

1.6 GEOTEXTILES

Filter Fabric: The geotextile fabric shall be a woven or non-woven fabric consisting of long-chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester, polyamides, or polyvinyl chloride formed into a stable network such that the filaments or yarns retain their relative position to each other. The base plastic shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration from ultraviolet light, heat exposure, and commonly encountered chemicals. The edges of the fabric shall be salvaged or otherwise finished to prevent the outer yarn from pulling away from the fabric.

The fabric shall conform to the following physical requirements:

PROPERTIES TEST METHOD ACCEPTABLE VALUES

Seam Strength (min)	ASTM D 1683	120 lbs.
Mullen Burst Strength (min)	ASTM D 3786	200 psi
Puncture Strength	ASTM D 3787	60 lbs.(min)
Trapezoidal Tear Strength (min)	ASTM D 4533	50 lbs.
Grab Tensile Strength (min)	ASTM D 4632	120 lbs.
Elongation (max)	ASTM D 4632	25%
Filtration Efficiency (min)	VTM-51-79	75%
Slurry Flow Rate (min)	VTM-51-79	0.3 gpm/sf

Seams: The seams of the fabric shall be sewn with thread of a material meeting the chemical requirements for the fabric. The minimum seam strength shall comply with the property requirements contained herein.

Shipment and Storage: During shipment and periods of storage, the geotextile shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 140 degrees Fahrenheit, mud, dirt, dust, and debris. Stockpiled materials shall be kept covered at all times.

1.7 EXECUTION

General: The installation of temporary erosion control features shall be coordinated with the construction of the permanent erosion control features to the extent necessary to assure effective and continuous control of erosion and water pollution throughout the life of the contract.

The Contractor shall take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments, with fuels, oils, bitumen's, calcium chloride, or other harmful materials. Also, he should conduct and schedule his operations so as to avoid pollution or siltation of such streams, etc.

Except as necessary for construction, excavated material shall not be deposited in rivers, streams, canals, or impoundments, or in a position close enough thereto to be washed away by high water or runoff.

Where de-watering methods are used, the water shall be treated by one or more of the following methods prior to discharge off-site or into environmental areas: pumping into grassed swales or appropriate vegetated areas, sediment basins, or confined by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate.

The Contractor shall not disturb lands or waters outside the limits of construction as staked, except as may be Found necessary and authorized by the Contracting officer.

The locations of and methods of operation in all detention areas, excavation and stockpile areas, and disposal areas shall meet the approval of the Contracting officer as being such that erosion during and after completion of the work will not likely result in detrimental conditions, siltation's, or water pollution.

Limitation of Exposure or Erodible Earth: The Contractor shall limit the surface areas of unprotected erodible earth exposed by clearing and grubbing, excavation, or filling operations and shall provide immediate permanent or temporary erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal water, reservoir, canal, or other impoundment or to prevent detrimental effects on property outside the project and damage to the project. The limitation of area in which excavation and filling operations may be underway shall be commensurate with the contractor's capability and progress in keeping the finish grading, grassing, sodding, and other such permanent erosion control measures current in accordance with the accepted schedule.

Under no conditions shall the surface area or erodible earth exposed by clearing and grubbing operations or by excavation and filling operations exceed one-half acre without specific prior approval by the Contracting officer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

The Contracting officer may increase or decrease the amount of surface area allowed to be exposed at any one time, on the basis of his analysis of conditions on the project.

Permanent erosion control features shall be incorporated into the project at the earliest practical time. Temporary erosion control features will be used to control erosion prior to the time it is practical to construct permanent control features or to provide immediate temporary control of erosion that develops during normal construction operations but is not associated with permanent erosion control features on the project. In no case shall the exposure of erodible earth be for more than five days without erosion control features being implemented.

Temporary erosion control features may be authorized for use in controlling erosion in areas where stage construction or other conditions not under the control of the Contractor preclude completion of a section of work in a continuous manner and in areas where construction operations which must be performed subsequently will cause damage to permanent erosion control features constructed.

When the item of Topsoil or Muck Blanket is included in the contract, the rate of construction of these items may be limited by the availability of topsoil or muck from the normal grading operations. The existence of this condition will be considered as precluding completion of a section or roadway in a continuous manner, and use of temporary erosion control features will be used in areas so affected.

The Contractor shall schedule his operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposed, uncompleted construction to the elements shall be as short as practicable.

Clearing and grubbing shall be so scheduled and performed that grading operations can follow immediately thereafter, and grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

1.8 TEMPORARY EROSION CONTROL (VEGETATION AND COVERINGS)

General: Temporary vegetative erosion control features shall be installed in accordance with Section 13. Temporary coverings shall be installed in accordance with the manufacturer's recommendations.

1.9 TEMPORARY EROSION CONTROL (SILT FENCES)

Temporary Silt Fence: Temporary silt fence shall be erected at locations as shown on the plans or as approved by the Contracting officer. The filter fabric shall be reinforced with wire fence, when called for, and the post spacings shall not exceed ten feet. The wire reinforcement shall be installed so that the filter fabric is on the upstream side of the fence, and both the wire fence and the filter fabric are on the upstream side of the posts. Posts shall be uniformly installed with approximately 20 degrees inclination toward the potential silt load (upstream) area. The silt fence shall be maintained in an effective condition at all times while in use.

Filter fabric shall be a minimum of 45 inches wide and shall be secured to the post or fence by suitable staples, tie wire, or hog rings in such a manner as to prevent tearing of the fabric. The bottom of the filter fabric shall be entrenched into the ground a minimum of eight inches to prevent water from flowing under the fence. Filter fabric shall be spliced together only at support posts with a minimum of six-inch overlap and securely sealed.

Staked Turbidity Barrier: Staked turbidity barrier shall be securely fastened to wood or steel supports which are spaced at maximum intervals of six feet and driven a minimum of 12 inches into the ground. A minimum of three supports shall be used. The bottom of the fabric shall be entrenched into the existing ground a minimum of eight inches. The staked turbidity barrier shall be a minimum of 15 inches in height and shall not exceed 18 inches in height.

The support line sewn in the top hem of the filter fabric shall be used at each post location to secure the fabric to the post at an appropriate height.

Staked turbidity barriers shall be installed across ditch lines and at temporary locations as shown on the plans or approved by the Contracting officer where continuous construction activities change the natural contour and drainage runoff.

Posts in staked turbidity barriers shall be installed in the vertical position unless otherwise directed by the Contracting officer.

Floating Turbidity Barrier: This work shall consist of the installation and removal of floating turbidity barriers to contain silt and other deleterious materials that may occur as the result of dredging, filling, or other construction activities in waters of the State. The type barrier used will be installed in accordance with the details contained in the plans, or, when details are not shown, in accordance with the FDOT Standard Index No. 103, or as approved by the Contracting officer. Alternate methods may be approved provided that compliance with applicable permit conditions and State water quality standards are maintained.

1.10 INSPECTION AND MAINTENANCE

General: The Contractor shall, at his expense, provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted. The Contractor shall inspect all temporary erosion control measures immediately after each rainfall and at least daily during prolonged rainfall. Any deficiencies shall be immediately corrected by the Contractor.

Silt Fences and Turbidity Barriers: The Contractor shall make a daily review of the location of silt fences and turbidity barriers to ensure that the silt fence or turbidity barriers are properly located for effectiveness and contain no breaches. Where deficiencies exist, additional silt fences or turbidity barriers shall be installed as directed.

Sediment deposits shall be removed when the deposit reaches approximately one-half of the volume capacity of the temporary silt fence or turbidity barrier as directed. Any sediment deposits remaining in place after the temporary silt fence or turbidity barrier is no longer required shall be dressed to conform with the finished grade, prepared and finished as shown on the construction plans, or seeded in accordance with Section 13.

END OF SECTION 015719

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 017700 – CLOSEOUT PROCEDURES**PART 1 - GENERAL**

- 1.01 **SUBSTANTIAL COMPLETION:** (See Section 00700 - General Conditions, Section 9.8). Before requesting inspection for certification of Substantial Completion, complete the following:
- A. Change-over permanent locks and transmit keys to the Owner.
 - B. Complete start-up testing of systems, and instruction of the Owner's personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - C. Complete final clean up. Touch-up and repair and restore marred exposed finishes.
 - D. Submit record drawings (As-builts), maintenance manuals, damage or settlement survey, and similar record information.
 - E. Attain Occupancy permits.
- 1.02 **INSPECTION PROCEDURES:** When the Contractor considers the work substantially complete, he shall prepare and submit a comprehensive list of items to be completed and/or corrected to the Architect. The Contractor shall proceed to promptly complete and/or correct all items on the list.
- A. Upon receipt of Contractor's list and assurance by the Contractor that the list has been addressed/completed, the Architect will make an inspection for final verification that the list provided is comprehensive and includes all remaining work items to be completed or corrections required OR inform the Contractor of work to be completed before an inspection will be conducted.
 - B. After receipt of the completion/punch list and prior to the architect issuing substantial completion, the architect shall require that every consultant who provided documents for the project (ie: electrical, HVAC, Plumbing, Architectural, Roof, telecom, etc.) shall perform an onsite inspection of work completed under the scope of their responsibilities and provide a detailed final completion list of incomplete work or work requiring corrections.
 - C. This process will be the responsibility of the Architect to ensure this occurs and that the information gathered from those site visits is to be coordinated through the contractor, added to the contractor's final completion/punch list, and issued to the owner. This will ensure that all required corrections are included in the final punch list prior to substantial completion being awarded.
 - D. When the work is substantially complete, the Architect will prepare the Certificate of Substantial Completion which shall establish the date of Substantial Completion.
 - E. Results of the completed inspection will form the basis of requirements for final acceptance, **including any items discovered at a later date considered necessary to be completed for final.**
- 1.03 **FINAL ACCEPTANCE:** (See Section 00700 - General Conditions Section 9.10). Before requesting inspection for certification of final acceptance and final payment, complete the following:
- A. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - B. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

- C. Refer to Section 01027 - Application for Payment - Final Payment Application.
 - D. Provide the Architect with 'Final Statement of Compliance', for the Owner.
- 1.04 REINSPECTION PROCEDURE (if required): The Architect will reinspect the Work upon receipt of notice that the Work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
- A. Prior to Final completion, A Final walk through/verification of completion/correction by the various design consultants shall occur. Final payment to the contractor shall not be released until the final completion /punch list is complete 100%.
 - B. Upon completion of reinspection, the Architect will then prepare a certificate of final acceptance or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.
- 1.05 RECORD DRAWINGS: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark-up these drawings to show the actual installation where installation varies from that shown originally. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Maintain and review monthly with the Owner and Architect.
- A. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover.
 - B. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and lost. Provide access to Project Record Documents for Architect's reference during normal working hours.
 - C. Upon completion of the Work, submit Record Drawings (red-line field as-builts) to the Architect for Owner's records.
 - D. As built documents are a requirement of final close out for the project. As built documents shall include all design revisions issued during the course of the project. Those revisions shall be marked on the documents in a way that provides clarity for the noted changes. It is at the sole discretion of the architect to determine what is and what is not adequate for as built documentation.
 - E. The contractor is expected to maintain as built documents throughout the course of the project work. Monthly review of the as built documents wherein the contractor shall show the architect what changes were accepted and have been noted as revisions to the project ON the as built documents each month.
 - F. Failure to maintain as built documentation during the course of the project may be grounds to hold progress payment.
 - G. Failure to provide adequate as built documentation shall be grounds to hold final payment pending receipt of acceptable as built documentation.
- 1.06 PROJECT RECORD SPECIFICATIONS: Maintain one copy of the Project Manual, including addenda. Mark-up to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record drawing information and Product Data.
- A. Maintain on site, in a 3-ring binder or other organized method, executed RFI's, ASI's, RFP's, CO's and other project record items.
 - B. All record of revisions is to be incorporated into the Project As-Built drawings

C. Upon completion of the Work, submit record Drawings and Specifications to the Architect for the Owner's records.

1.07 PROJECT AS-BUILT DRAWINGS: The Contractor shall, at his own expense, hire the Architect of Record to prepare as-built drawings. The Contractor shall provide to the Architect record drawings and record specifications. The Contractor is solely responsible for the content of the record drawings and the as-built documents.

A. Site As-built drawings shall comply with the following:

1. Show the actual locations of all components, including depth below grade, along with any changes and/or modifications to the Contract Drawings. Provide GPS coordinates for all below grade installations.
 - a. During the course of the project, various utilities are buried on site. The project as-built documentation for utilities shall include a layout for as-built conditions of all buried underground utility runs to within 3 feet of actual.
 - b. All above ground access points shall be detailed on site as built to within 1 foot of actual with GPS coordinates provided for each item.
 - c. Items to be recorded include but are not limited to water Valves, sewer manholes, storm water manholes, and sewer and storm water cleanouts, electronic junction boxes buried on site, electrical junction boxes buried on site, site transformers, and any other items as indicated on the project design documents.
 - d. All stub outs for utility tie ins shall be indicated on the as built plan.
 - e. All utilities shall be labeled every 50 feet on the as built so as to allow easy identification in the field while using electronic as built plans. All utility items listed in item 3 above shall also be labeled on the as built plans.
 - f. All dimensions and elevations, including invert elevations, shall be verified by field measurements.
2. The Contractor is cautioned to make all necessary measurements and elevations during installation to accurately locate all concealed items.

B. As-Built Survey: Contractor shall provide signed and sealed As-Built Survey of existing grades and structures as required by authorities having jurisdictions.

1.08 MAINTENANCE MANUALS: Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

Emergency instructions.	Spare parts list.
Copies of warranties.	Wiring diagrams.
Recommended "turn around" cycles.	Inspection procedures.
Shop Drawings and Product Data.	Fixture lamping schedule.

- 1.09 OPERATING AND MAINTENANCE INSTRUCTIONS: Arrange for the installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Acceptance of the owner training provided is at the sole discretion of the owner. Training provided must be comprehensive in nature and include all pertinent aspects of use and maintenance for the item(s) requiring training. Include a detailed review of the following:

Maintenance manuals.	Spare parts and materials.
Tools.	Lubricants.
Control sequences.	Hazards.
Warranties and bonds.	Maintenance agreements and similar continuing commitments.

As part of instruction for operating equipment, demonstrate the following procedures:

Start-up and shutdown.	Emergency operations.
Noise and vibration adjustments.	Safety procedures.

All operation and training sessions shall be recorded and provided to the Owner. The contractor may use their own personnel to film the training provided. Verify with Owner the appropriate format of recording that should be used.

- 1.10 FINAL CLEANING: Employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following, as a minimum before requesting inspection for certification of Substantial Completion:

- A. Remove labels that are not permanent labels.
- B. Clean transparent materials. Remove glazing compound. Replace chipped or broken glass.
- C. Clean exposed 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.
- D. Vacuum carpeted surfaces.
- E. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- F. Clean the site of rubbish, litter and other foreign substances. Sweep paved areas; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth even-textured surface.

- 1.11 REMOVAL OF PROTECTION: Remove temporary protection and facilities.

- 1.12 CLOSE OUT DOCUMENTATION:

- A. All close out documents shall be provided in hard copy and identical electronic copy.
- B. Contractor shall provide (2) hard copies for all documents and as built plans.
- C. Contractor shall provide (4) electronic copies identical to hard copies as listed above.

- a. Contractor shall utilize “thumb drive” media of sufficient size to accommodate entire close out package including all as built documents being saved onto (1) thumb drive encompassing (1) full copy of all documentation on that (1) drive.
 - b. Each successive copy of electronic documents shall be identical and complete.
 - D. In addition to close out documentation, all spare parts or extra parts required by specification shall be provided at final close out. The method for this to occur is negotiable but final verification including transmittal and owner/architect verification of receipt is a close out requirement.
 - E. Contractor MAY NOT deliver close out documents in multiple phases or at multiple times or to multiple parties.
 - a. Initial submittal of Close out documents shall be to the architect for review and comment.
 - b. Upon architect acceptance, the contractor shall gather all hard copies and electronic copies for a full and complete documentation deliverable for the project close out documentation.
 - c. In addition to items listed in various parts of the specifications, THE CONTRACTOR SHALL ALSO PROVIDE A COMPREHENSIVE SPREADSHEET THAT LISTS THE NAME AND CONTACT PERSON WITH PHONE NUMBER AND EMAIL FOR EACH SUBCONTRACTOR THAT PERFORMED WORK ON THE PROJECT.
 - d. The spreadsheet shall also include the term of any warranty provided by the subcontractor, the date the warranty started, and the end date the warranty will be completed on.
 - e. The spreadsheet shall also list any manufacturers extended warranties that may exist for any item under a particular subcontractor’s scope. Include the same information listed in item d. above for manufacturer’s warranties.
 - F. Once the contractor has gathered a complete project close out deliverable including both hard copies and electronic copies, warranties, extra parts and any other close out required items, they are to notify the architect that they are ready to schedule the project close out meeting.
 - a. A list of the attendees with signatures and contact numbers shall be created and all attendees shall be noted and shall sign in.
 - b. The project close out meeting shall consist of a meeting with all stakeholders including but not limited to;
 - i. BDS Facilities
 - ii. BDS Maintenance
 - iii. BDS administration for subject project facility
 - iv. Architect, other design consultants as directed by the architect
 - v. Contractor project management team and project executive
 - c. The project close out meeting agenda shall include a recap of the project scope, presentation of a completed and architect approved final punch list.
 - d. Contractor shall deliver close out documents with transmittal to architect and owner.
 - e. Architect is to accept close out documents and certify they are complete per previous reviews.
 - f. Architect shall sign transmittal accepting final close out documentation and attesting it is complete.
 - g. Question and answers will be called for all participants. Any necessary follow up meetings for any lingering items associated with the project will be scheduled and coordination responsibility for each item will be assigned.
 - h. Contractor will provide meeting minutes for the meeting including action items list and schedule for completion of any action items noted during the project close out meeting
- 1.13 **COMPLIANCE:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.

END OF SECTION 017700

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 017800 - WARRANTIES AND BONDS**PART 1 - GENERAL**

- 1.01 **STANDARD PRODUCT WARRANTIES** are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner. Note: All Standard Product Warranties are to be provided.
- 1.02 **SPECIAL WARRANTIES** are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- A. Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -33.
- 1.03 **DISCLAIMERS AND LIMITATIONS**: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.
- 1.04 **RELATED DAMAGES AND LOSSES**: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- 1.05 **REINSTATEMENT OF WARRANTY**: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 1.06 **REPLACEMENT COST**: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.
- 1.07 **OWNER'S RECOURSE**: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- A. **Rejection of Warranties**: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents. The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.
- 1.08 **SUBMIT WRITTEN WARRANTIES** to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.
- A. When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.

B. When a special warranty is to be executed by the Contractor, or the Contractor and a
SECTION 017800 - WARRANTIES AND BONDS (continued):

subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

- C. Refer to individual Sections of Divisions-2 through -33 for specific content, and particular requirements for submittal of special warranties.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- E. Provide heavy paper dividers with celluloid covered tabs for each warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
- F. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.
- G. When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

END OF SECTION 017800

SECTION 02 41 19 – SELECTIVE DEMOLITION

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. This Section includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
 - 2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference with Subcontractors, Vendors, Architect and Owner at Project Site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- E. Pre-demolition Photographs or Video: Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- G. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility

licensed to accept hazardous wastes.

1.9 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Construction Manager will remove the following items:
 - a. Salvage all exterior light fixtures outside classrooms
 - b. Salvage all Smartboards
 - c. Salvage all Lighting Controls including, but not limited to, occupancy sensors.
 - d. Salvage all Drinking Fountains with bottle fillers, non bottle filler drinking fountains will be demolished.
 - e. Salvage HVAC equipment as indicated on drawings and as indicated below:
 - a. Salvage HVAC wall mounted units from Building 01 Room 002 and 003
 - b. Salvage HVAC wall mounted units from Building 02 Rooms 002 and 003
 - c. Salvage HVAC wall mounted units from Building 03 Room 004
 - d. Salvage HVAC wall mounted units from Building 05 Room 005
 - e. Salvage HVAC wall mounted units from Building 06 Room 006, 007, and 008
 - f. At Building 7-Media Center, salvage Trane TTA180 2018 R-22 Condensing units only
 - g. At Building 8-Administration Building, salvage all HVAC equipment
 - f. Salvage all HVAC controls
 - g. Salvage all Low voltage telecommunications equipment and all equipment boxes
 - h. Salvage all Interior Classroom speakers
 - i. Salvage all Exterior Speakers, including but not limited to Buildings 2 and 5.
 - j. Salvage all Fire Alarm Panels
 - k. Salvage all Fire Extinguishers. Fire Extinguisher Cabinets do not need to be salvaged.
 - l. Salvage all Furniture and relocate to Facilities specified warehouse location at New Horizons school. CM to procure movers for furniture relocation.
 - m. Salvage all Storefront magnetic locks
 - n. Salvage all Fire Alarm Pull Station covers
 - o. Salvage all Desktop technology
 - p. Salvage all Exterior light fixtures outside classrooms
 - q. Salvage all Emergency Lights
 - r. Salvage all Emergency Exit Lights
 - s. Salvage all Drinking Fountains with bottle fillers, non bottle filler drinking fountains will be demolished.
 - t. Salvage all Wireless Access Points (WAPs) in all spaces
 - u. Salvage all DX controls for doors, DSX locks, card readers, and devices
 - v. Salvage all Security cameras and related switches and devices
 - w. Salvage all Telecom racks and equipment in Telecom closet in Media Center.
 - x. Salvage HVAC units per drawings.
 - y. Salvage front office electronics
 - z. Salvage administration call box and microphones and administration reception communication boxes
 - aa. Salvage fire alarm panels and front office fire alarm annunciator
 - bb. Salvage all AED cabinets and devices

- cc. Salvage all bleeding control kit cabinets and devices
- dd. Media Center: CM to box up all books in the media center and salvage furniture to warehouse.

- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. Available reports on the presence of hazardous materials is included in the project manual for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities for existing buildings indicated to remain in service within each phase of demolition and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
- B. Notify warrantor on completion of selective demolition and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.11 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations. Submit detailed phasing plan indicating selective demolition and hazardous material removal for owner review and approval.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having

jurisdiction.

- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Record Documents of existing construction and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Record Documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- G. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs, preconstruction videotapes.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. Arrange to shut off indicated utilities with utility companies.
 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the site.
 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.4 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- D. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new

construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 14 19

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 024116 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings.
2. Disconnecting, capping or sealing, and **removing** site utilities.
3. Salvaging items for reuse by Owner.

B. Related Requirements:

1. Division 01 Section "Summary" for use of the premises and phasing requirements.
2. Division 01 Section "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
3. Division 02 Section "Selective Demolition" for partial demolition of buildings, structures, and site improvements.
4. Division 31 Section "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to owner ready for use. Include fasteners or brackets needed for reattachment elsewhere.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREDEMOLITION CONFERENCE

- A. Predemolition Conference: Conduct conference at Project site.
1. Review structural load limitations of existing structures.
 2. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 3. Review and finalize protection requirements.
 4. Review procedures for noise control and dust control.
 5. Review procedures for protection of adjacent buildings.
 6. Review items to be salvaged and returned to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
 - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.
- C. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping or re-routing of utility services.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before the Work begins.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than **72** hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
1. Before selective demolition, Construction Manager will remove the following items:
- a. Salvage all exterior light fixtures outside classrooms
 - b. Salvage all Smartboards
 - c. Salvage all Lighting Controls including, but not limited to, occupancy sensors.
 - d. Salvage all Drinking Fountains with bottle fillers, non bottle filler drinking fountains will be demolished.
 - e. Salvage HVAC equipment as indicated on drawings and as indicated below:
 - 1) Salvage HVAC wall mounted units from Building 01 Room 002 and 003
 - 2) Salvage HVAC wall mounted units from Building 02 Rooms 002 and 003
 - 3) Salvage HVAC wall mounted units from Building 03 Room 004
 - 4) Salvage HVAC wall mounted units from Building 05 Room 005
 - 5) Salvage HVAC wall mounted units from Building 06 Room 006, 007, and 008
 - 6) At Building 7-Media Center, salvage Trane TTA180 2018 R-22 Condensing units only
 - 7) At Building 8-Administration Building, salvage all HVAC equipment
 - f. Salvage all HVAC controls
 - g. Salvage all Low voltage telecommunications equipment and all equipment boxes
 - h. Salvage all Interior Classroom speakers
 - i. Salvage all Exterior Speakers, including but not limited to Buildings 2 and 5.
 - j. Salvage all Fire Alarm Panels
 - k. Salvage all Fire Extinguishers. Fire Extinguisher Cabinets do not need to be salvaged.
 - l. Salvage all Furniture and relocate to Facilities specified warehouse location at New Horizons school. CM to procure movers for furniture relocation.
 - m. Salvage all Storefront magnetic locks
 - n. Salvage all Fire Alarm Pull Station covers
 - o. Salvage all Desktop technology
 - p. Salvage all Exterior light fixtures outside classrooms
 - q. Salvage all Emergency Lights
 - r. Salvage all Emergency Exit Lights
 - s. Salvage all Drinking Fountains with bottle fillers, non bottle filler drinking fountains will be demolished.
 - t. Salvage all Wireless Access Points (WAPs) in all spaces
 - u. Salvage all DX controls for doors, DSX locks, card readers, and devices
 - v. Salvage all Security cameras and related switches and devices
 - w. Salvage all Telecom racks and equipment in Telecom closet in Media Center.
 - x. Salvage HVAC units per drawings.
 - y. Salvage front office electronics
 - z. Salvage administration call box and microphones and administration reception communication boxes
 - aa. Salvage fire alarm panels and front office fire alarm annunciator
 - bb. Salvage all AED cabinets and devices
 - cc. Salvage all bleeding control kit cabinets and devices
 - dd. Media Center: CM to box up all books in the media center and salvage furniture to warehouse.

- D. Hazardous Materials: Present in buildings and structures to be demolished. A report on the presence of hazardous materials is provided within project manual for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 3. Owner will provide material safety data sheets for materials that are known to be present in buildings and structures to be demolished because of building operations or processes performed there.
- E. On-site storage or sale of removed items or materials is not permitted.

1.9 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Engage a professional engineer to perform an engineering survey of condition of existing buildings to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Salvaged Items: Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to storage area **designated by Owner**.
 - 5. Protect items from damage during transport and storage.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to Be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
 - 1. Owner will arrange to shut off utilities when requested by Contractor.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of **24 inches (610 mm)** below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.

- a. Provide at least **72** hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 01 Section "Temporary Facilities and Controls."
- 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 - 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 - 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
- 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain fire watch during flame-cutting operations.
 - 3. Maintain adequate ventilation when using cutting torches.
 - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

- C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be removed and salvaged are as provided within the specification and drawings and are to be confirmed with Owner prior to demolition.
- D. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 - 1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- E. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures except for those existing utilities required to maintain existing buildings that remain and future new construction.
 - 1. Fill abandoned utility structures with **satisfactory soil materials** according to backfill requirements in Division 31 Section "Earth Moving."

3.7 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Division 31 Section "Earth Moving."

3.8 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- B. Do not burn demolished materials.

3.10 CLEANING

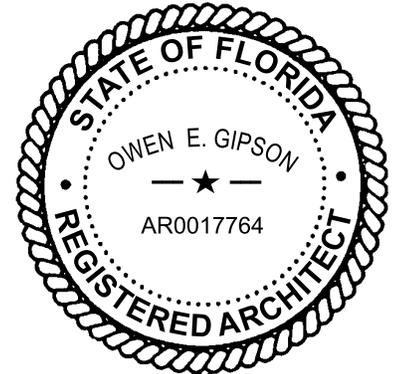
- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

Table of Contents

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 20	INVITATION TO ENTER INTO CONTRACT NEGOTIATIONS
00 01 00	INSTRUCTIONS TO CONSTRUCTION MANAGERS
00 01 00A	UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS
00 03 00	BID FORM – CM
00 04 20	PUBLIC ENTITY CRIME, DRUG FREE WORKPLACE & MATERIAL SAFETY DAT FORMS
00 04 20A	PEC, DFW, & MSDS SWORN STATEMENT FORM
00 04 30	LIST OF SUBCONTRACTORS
00 05 00	AGREEMENT FORMS
00 05 00A	AIA DOCUMENT A133-2019
00 06 10	PERFORMANCE BOND AND PAYMENT BOND
00 06 10A	AIA DOCUMENT A312 – 2010 Performance Bond
00 06 10B	AIA DOCUMENT A312 – 2010 Payment Bond
00 06 25	ACCEPTABLE SURETY COMPANIES
00 07 00	GENERAL CONDITIONS
00 07 00A	AIA DOCUMENT A201 – 2017
00 08 00	SUPPLEMENTARY GENERAL CONDITIONS
00 82 00	SPECIAL CONDITIONS
00 09 50	DIRECT PURCHASES BY OWNER
00 09 50-0	BDSB DIRECT PURCHASE PROCEDURE CONTRACTOR INFORMATION SHEET
00 09 50-1	PURCHASE ORDER REQUISITION FORM
00 09 50-2	BDSB SAMPLE VENDOR LETTER
00 09 50-3	VENDOR INVOICE TRANSMITTAL FORM
00 09 51	DIRECT MATERIAL PURCHASE PROCEDURE
00 31 19	EXISTING CONDITION INFORMATION
00 31 26	EXISTING HAZARDOUS MATERIAL INFORMATION



DIVISION 1 - GENERAL REQUIREMENTS

01 10 00	SUMMARY OF WORK
01 29 00	PAYMENT PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	PROJECT MEETINGS
01 40 00	QUALITY REQUIREMENTS
01 42 00	DEFINITIONS AND STANDARDS
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 57 19	EROSION CONTROL AND ENVIRONMENTAL PROTECTION
01 77 00	CLOSEOUT PROCEDURES
01 78 00	WARRANTIES AND BONDS

DIVISION 2 - EXISTING CONDITIONS

02 14 19	SELECTIVE DEMOLITION
02 41 16	STRUCTURE DEMOLITION

DIVISION 3 – 27 (Not Included)

END OF TABLE OF CONTENTS