

*PROJECT MANUAL*  
&  
*TECHNICAL SPECIFICATIONS*

**HVAC IMPROVEMENTS**  
&  
**RELATED WORK**  
at the  
**STONINGTON TOWN HALL**  
**152 ELM STREET**  
**STONINGTON, CONNECTICUT**

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# AIA® Document A201® – 2007

## ***General Conditions of the Contract for Construction***

### **for the following PROJECT:**

*(Name and location or address)*

Stonington - HVAC Improvements & Related Work  
Stonington Town Hall  
152 Elm Street  
Stonington, CT

### **THE OWNER:**

*(Name, legal status and address)*

Town of Stonington  
152 Elm Street  
Stonington, CT

### **THE ARCHITECT:**

*(Name, legal status and address)*

Jacunski Humes Architects, LLC  
15 Massirio Drive, Suite 101  
Berlin, CT 06037

### **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.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding 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 and certify termination of the Agreement under Section 14.2.2.

### **§ 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.

§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor 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. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

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

### § 2.3 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.

### § 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## 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 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 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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

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.

### § 3.6 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 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.

§ 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.

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

### **§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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**

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.

### **§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

## **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, 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 material and equipment 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 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, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed 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:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that 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;
- .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;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

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

#### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. 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 Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 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.

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

## **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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such 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 such assignment.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** 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.

**§ 13.4.2** 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 there under, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

### 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## 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, 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.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

#### § 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

# **Additions and Deletions Report for**

## **AIA® Document A201® – 2007**

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

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### **PAGE 1**

Stonington - HVAC Improvements & Related Work  
Stonington Town Hall  
152 Elm Street  
Stonington, CT

...

Town of Stonington  
152 Elm Street  
Stonington, CT

...

*(Name, legal status and address)*  
Jacunski Humes Architects, LLC  
15 Massirio Drive, Suite 101  
Berlin, CT 06037

**SUPPLEMENTARY GENERAL CONDITIONS**

1.1 GENERAL CONDITIONS

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors.

1.2 SUPPLEMENTARY GENERAL CONDITIONS

- A. Certain articles of the AIA General Conditions are revised by, or are replaced by requirements of the following Supplementary Conditions. Such revisions for replacements shall take precedence over the AIA General Conditions.
- B. Where any Article of the AIA General Conditions is supplemented hereby, the AIA provisions of such Article shall remain in effect. All the supplementary provisions shall be considered as added thereto. Where any such article is amended, voided, or superseded thereby, the provisions of such Article not so specifically amended, voided, or superseded shall remain in effect.

**AMENDMENT OF ARTICLE 3 - CONTRACTOR**

Add the following to Paragraph 3.2, Review of Contract Documents and Field Conditions:

- 3.2.5 After reporting to the Architect any error, inconsistency, or omission it may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modification to the Drawings and/or Specifications.
- 3.2.6 In the event of conflict between portions of the Contract Documents, Contractor shall ask for written decision from the Architect as to which method or material will be required.

Add the following to Paragraph 3.4, Labor and Materials:

- 3.4.4 The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher cost.

Add the following to Paragraph 3.6, Taxes:

- 3.6.1 Under the terms of Regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his Bid nor charge any use or sales tax thereon.

Revise Paragraph 3.7.1 as follows:

Substitute the words “and pay for the” in the first and second lines, with “a”, the Owner is waiving the permit fee for this project.

Add the following to Paragraph 3.7, Permits, Fees and Notices:

- 3.7.6 The requirements of Subparagraphs do not waive the Contractor’s responsibility of complying with the requirements of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

Add the following to Paragraph 3.15, Cleaning Up:

- 3.15.3 No burning of rubbish at the job site will be permitted. Provision for removal of rubbish will be made by the Contractor at no additional cost to the Owner.

Revise Paragraph 3.18, Indemnification, as follows:

Change to read:

- 3.18.1 The Contractor agrees that it will indemnify and save harmless the said Owner, and its respective officers, agents and servants, and the Architect and its agents and employees, named as co-defendant in any claim or suit and their respective officers, agents and servants, on amount of any and all claims, damages, losses, litigation, expense counsel fees and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by the servants, employees or agents of the Owner and their respective officers, agents and servants, or of the Contractor or of and Subcontractors or material men, and from injuries (including death) sustained by, or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person, or damage to property, real or personal (including property of the Owner, and their respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor or any Subcontractor or material men or anyone directly or indirectly employed by them while engaged in the performance of any work for and/or in the Owner and its respective contract period specified in the Contract Permit or agreement and the Contractor agrees he will maintain insurance as required hereon.

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

Add the following to Paragraph 7.2, Change Orders:

- 7.2.2 If the cost or credit to the Owner results from a change in the work, the value of such cost or credit shall be determined as follows:
- .1 The cost of labor performed and material used by the Contractor with their own forces.
  - .2 The cost of Workmen’s Compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bonds.

- .3 Actual cost of rental rates for equipment employed and used directly on the work.
- .4 Fifteen percent (15%) of .1, .2, and .3 above-mentioned for overhead, superintendence and profit; however, if the work to be performed results in a credit to the Owner, no percentage for overhead and profit will apply.
- .5 On work to be performed by a Subcontractor, the Contractor's allowance is to be ten percent (10%) applied to a total cost of Subcontractor's work, including Contractor's allowance as per Paragraph 7.
- .6 On any changes involving the Contractor, Subcontractor or any contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.
- .7 On work to be performed by a Subcontractor, the Subcontractor's allowance is to be fifteen percent (15%) for his overhead and profit applied to Paragraphs .1, .2, and .3 above.
- .8 The Contractor, when performing work under .3 shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

#### ARTICLE 9 - PAYMENTS AND COMPLETION

Revise Paragraph 9.3, Applications for Payment, as follows:

Change 9.3.1 to read:

- 9.3.1 In order to expedient monthly payments during the course of the project, the Contractor shall review with the Architect a preliminary draft of the aforementioned application for payment to assure agreement with the Contractor before final copies of the application are typed and formally submitted. The Architect shall then review the Contractor's formal application for payment and certify in writing in accordance with Section 9.4, the total value of work done, including an allowance for the value of material delivered and suitably stored at the site at the time of such estimate. The Owner shall retain five percent (5%) of such estimated value, said retainage to be held by the Owner as part security for the fulfillment of this Contract by the Contractor, and shall monthly pay the Contractor, while carrying in the work, the balance not retained as aforesaid, after deducing therefrom all previous payments and all sums to be kept or retained under the provisions of this Contract. Final payment, including the retainage, shall be due within thirty (30) days after completion of the Contract fully performed as determined by the Architect. The Owner shall put forth its best effort to make payment within thirty (30) days after delivery of the item or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty (30) days unless otherwise specified.

Payment terms allowing less than twenty (20) days cannot be considered in determining the lowest Bidder.

No voucher, claim or charge against the Owner shall be paid without the approval of the Owner for correctness and legality. Appropriate checks shall be drawn by the Owner for approved claims or charges and they shall be valid without counter signature unless the Owner otherwise prescribed.

Add the following to Paragraph 9.3, Applications for Payment:

9.3.4 Applications for payments shall be submitted in four copies.

Add the following to Paragraph 9.6, Progress Payments:

9.6.8 No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

Add the following to Paragraph 9.10, Final Completion and Final Payment:

9.10.6 It is also agreed that no partial payments on account by the Owner nor the presence of the Architect, or Inspectors or their supervisors or inspection of work or materials, nor the use of parts of the proposed structure shall constitute an acceptance of any part of the work prior to substantial completion as defined in Paragraph 9.8.

#### **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

Add the following to Paragraph 10.2, Safety of Persons and Property:

10.2.9 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

10.2.10 The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

10.2.11 The Contractor shall take immediate action to correct any hazardous conditions reported.

10.2.13 The Contractor shall comply with the requirements of the Occupational Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which have administered such acts; and said requirements, standards and regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, material men and all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men and Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Architect and save them harmless from any and all losses, cost and expenses, including fines and reasonable attorney's fees

incurred by Owner and Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and Local, which are currently in effect or which have become effective in the future, by the Contractor, its Subcontractors or material suppliers.

#### ARTICLE 11 - INSURANCE AND BONDS

Refer to **Exhibit H** for insurance coverage requirements of the Contractor.

Revise Paragraph 11.3, Property Insurance as follows:

Change to read:

11.3.1 Builder's Risk Insurance with extended coverage provision at least equal to special extended coverage endorsement, Form Number 758-B, insuring all work in progress and/or all construction materials delivered and stored on the job site **shall be provided and paid for by the Owner**. The named insureds will be the Owner, Contractor, and Subcontractors as their interests may appear.

All losses defined which are not recoverable by virtue of the \$10,000 deductible clause shall be absorbed by the Contractor. Equipment and tools of the trade are at the risk of the Contractor. Other losses not covered by this policy will be absorbed by the Contractor.

Add the following to Paragraph 11.3.2, Boiler and Machinery Insurance:

The Boiler Insurance Coverage of the Owner does not extend to cover the interest of the Contractor, Subcontractor, or Sub-subcontractor.

END OF SUPPLEMENTARY GENERAL CONDITIONS



**SECTION 01 01 00 – SUMMARY OF WORK**

1.1 **RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201 - 2018, “General Conditions of the Contract for Construction”, the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 **USE OF BUILDING BY THE OWNER & CONTRACTORS / HOURS OF OPERATIONS**

- A. **Due to COVID-19 pandemic restrictions and protocols, the Stonington Town Hall remains closed to the public during normal business hours. This restriction will also be placed upon the General Contractor and all subcontractors and related personnel performing work to satisfy the requirements of this contract.**
- B. All Contractor, subcontractors, and related personnel will only be given access to the Stonington Town Hall **after** 4:00pm, Monday – Friday, on weekends and observed holidays. All premises should be vacated **before** 12:00am, Monday – Friday, on weekends and observed holidays.
- C. The Stonington Town Hall will be occupied by **TOWN STAFF ONLY** during normal working hours. The Owner will accommodate the work areas required by the Contractor by temporarily relocating personnel who are within areas of construction activities, including abatement of hazardous materials. The Contractor’s attention is directed towards Section 01040, Project Coordination, for written description of the proposed construction scenario. All work must be coordinated with the Architect and the Owner to insure that satisfactory safety conditions and pandemic protocols are maintained during all stages of construction.
- D. The Contractor shall develop a detailed construction schedule acceptable to the Owner and based upon the most efficient manner of achieving all scope or work identified on the drawings and specifications.
1. **NO** activities shall be performed within normal-business hours. Normal business hours are established as 8:30am – 4:00pm, Monday – Friday, with exception of observed holidays.
  2. **START OF CONSTRUCTION ACTIVITIES: It is anticipated that all work affecting this contract will commence immediately following a fully executed agreement and proceed according to the schedule of the Contractor upon approval of the Owner.**
  3. **CLEANING: All affected areas of construction shall be cleaned on a DAILY BASIS to make all spaces ready for Owner occupancy on the following business day. If, in the Owner’s opinion, the Contractor does not adequately perform cleaning services the Owner will backcharge the Contractor for services performed by the Owner, or**

**Owner's agent for cleaning services. Adequate protection and cleanliness of work areas and workstations shall be mandatory.**

- E. Repair of any permanent damage shall be the Contractor's responsibility. Access to and exiting from the building may be temporarily relocated during various phases of construction with the prior approval of the Owner. Safe egress from the existing building, acceptable to the Fire Marshal and Owner, must be maintained at all times.

1.3 **EXISTING CONDITIONS AND MEASUREMENTS**

- A. Each Bidder will be held to have examined the premises and satisfied himself with the conditions that would in any manner affect the work under the Contract, and no late claims for extra compensation for labor, materials and equipment that could have been foreseen by such examination will be recognized. This Contractor shall take all necessary measurements for his work, at the site, and shall verify all measurements given on the Drawings.

1.4 **INTENT**

- A. These Specifications with the accompanying Drawings are intended to describe and illustrate all material, labor, and equipment necessary to complete the project as described within the specifications and drawings.
- B. For convenience of reference, these Specifications are separated into titled Divisions and Sections. Such separations shall not, however, operate to make the Architect an arbiter to establish limits to Contracts between the Contractor and Subcontractors. The Divisions of the Specifications do not necessarily define the limits of the Contractor's subcontracts; the work of any one subcontract may include items specified in several Divisions or sections. The Contractor may sublet work as he sees fit, but it is his responsibility to see that all work shown on the Drawings and/or specified is completed in accordance with the Contract.
- C. All materials shall be furnished and all work shall be accomplished in strict accordance with the grades or standards of materials, standards of workmanship, and manufacturer's specifications listed or mentioned in these documents.
- D. The listing or mention of materials shall be sufficient indication that all such materials shall be furnished by the Contractor, in accordance with the grades or standards indicated, free from defects impairing strength, durability or appearance and in sufficient quantity for the proper and complete execution of the work, unless specifically stated otherwise.
- E. The listing or mention of any method of installation, erection, fabrication or workmanship shall not operate to make the contractor an agent, but shall be for the sole purpose of setting a standard of quality for the finished work. Contractor is free to use any alternate method, provided only that, prior to the start of the work, such alternate method is approved in writing by the Architect, as resulting

in quality equal to that intended by these documents. Unless an alternate method is approved, all work shall be in strict accordance with all methods of installation, erection, fabrication and workmanship listed or mentioned herein.

**1.5 CORRELATION OF DRAWINGS AND SPECIFICATIONS**

- A. In general, the Specifications will describe the “quality” of the work and the Drawings, the “extent” of the work. The Drawings and Specifications are cooperative and supplementary, however, and each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.
- B. In case of disagreement between Drawings and Specifications, or within either document itself, the better quality or greater quantity of work for decision and/or adjustment shall apply. Any work done by the Contractor without consulting the Architect, when the same requires a decision, shall be done at the Contractor’s risk.
- C. Omissions or Errors: If any omissions or errors are noted or instructions at variance with the obvious intent of the documents, it is the responsibility of the Contractor to call them to the Architect’s attention before signing the Contract.

**1.6 INTERPRETATION OF “OR EQUAL”**

- A. The use of trade names, with a notation such as “or equal” in these Specifications is to establish quality required; there is no attempt to limit competitive bidding, but in like manner quality specified will be rigidly maintained.
- B. The words “approved,” “equal to,” “as directed,” etc., are interpreted and will be taken to mean “to the satisfaction of the Architect.”
- C. Where three or more proprietary names are specified, and the words “or equal” are omitted, no substitute products will be considered. Bids must be based on one of the named products.

**1.7 WORK SCHEDULE AND COST BREAKDOWN**

- A. The work shall be promptly started and shall be manned to guarantee completion on or before the time stated in the Contractor’s project schedule. The Contractor shall furnish to the Architect a project schedule showing an anticipated schedule for the designated period. The project plan shall be presented prior to beginning work.
- B. If, in the opinion of the Architect, it becomes necessary for maintaining the schedule and for the completion of the project within the specified time, to work additional men, Contractors must immediately do so upon written request.

- C. Submit immediately after the Contract is let, an itemized breakdown of estimated costs in detail.

1.8 TEMPORARY UTILITIES

- A. General - All concerned with requiring utilities for use on the project as specified in this section are cautioned to determine location of sources of supply and conditions under which services can be brought to points of use within the existing building. Each shall inspect premises and drawings for requirements of local installations and shall ascertain rules and fees under which various public private or municipal utilities will supply service. Upon completion of project, remove all temporary work.
- B. Water - Existing service is available for the Contractor's use.
- C. Electrical Service
  - 1. Existing service is available for Contractor's use. The Contractor shall arrange and pay for temporary connections that exceed 120V.
  - 2. Contractors shall be responsible for furnishing additional light sources and extension cords as may be essential for the execution of their respective branches of the work.
- D. Utility Charges for electric power and water service will be paid by the Owner.
- E. Job Telephone - The Contractor shall provide telephone service for use of all employed about the building.

1.9 TOILET FACILITIES

- A. Existing toilet facilities are not available for Contractor's use. Contractor to provide self-contained toilet facilities for all on-site employees and staff. Contractor to maintain self-contained toilet facilities in a clean, sanitary condition during the course of construction. Base bid amount shall include furnishing, maintaining, and removing self-contained toilet facilities as required for the duration of the project.

1.10 PROTECTION

- A. Contractor shall at all times protect the building from damages from rain water. Contractor shall provide all equipment and enclosures to insure this protection.
- B. Protection at Night and when Work is not in Progress. The Contractor shall be solely responsible for damage, loss or liability, due to the theft or vandalism when work is not in progress at night, weekends, or holidays.
- C. Existing Exitways shall be maintained to provide safe egress from occupied portions of the building at all times. Exiting shall be satisfactory to both the Fire Marshal and the Owner.

- D. Fire Protection - All fire used within the structure for working purposes shall be extinguished when not in use. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the building at any time.
- E. Precaution must be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and construction codes must be observed; Contractor shall take or cause to be taken such additional safety and health measures as are reasonably necessary. Machinery, equipment and other hazards, guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- F. It shall be the responsibility of the Contractor to protect and preserve, in operating condition, all utilities traversing the work area. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Architect at no additional cost to the Owner.

**1.11 USE OF PREMISES, SPECIAL WORKING CONDITIONS**

- A. The Contractor shall confine his apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and on-site limits as directed by the Architect. Coordination with the owner is essential in this matter.
- B. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris on a daily basis.

**1.12 MAINTENANCE OF TRAFFIC AND EXITWAYS**

- A. On-site and off-site traffic and exitways shall not be blocked by construction vehicles, parked cars, material storage and other construction operations. Interior and exterior building exitway shall be maintained at all times during the work day.

**1.13 SAMPLES**

- A. All materials that will be used in the construction of this project are subject to the approval of the Architect. All samples required by the Specifications or by the above requirements shall be submitted for approval. Where color selections are made, complete samples shall be furnished to the Architect.

**1.14 EQUIPMENT AND HOISTS**

- A. The Contractor shall provide at his own expense and risk, all tools, equipment, apparatus, and temporary work that may be required for the execution of the work under his Contract.
- B. The Contractor shall provide temporary lifts and hoists with power and attendance for same as required to handle their own materials and rubbish.

**1.15 FIRE EXTINGUISHER**

- A. Provision of fire extinguisher in the area under construction is required from the standpoint of controlling incipient fires promptly.

**1.16 REPAIRS**

- A. Contractor shall make all repairs to existing adjacent surfaces, streets, walks, curbs, grassed areas, etc., made necessary by their negligence.

**1.17 GENERAL COORDINATION**

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between the General Contractor, Subcontractors and all other Contractors and no claim for extra compensation or extension of Contract time will be allowed for conditions resulting from lack of said cooperation and coordination.
- B. The Contractor shall promptly notify the Architect of all errors, omissions or discrepancies which he finds on the Contract Documents and he shall not proceed with the work involved in such errors, omissions, or discrepancies until instructions are given by the Architect. The Contractor shall be responsible for all work erroneously installed prior to receiving said instructions.

**1.18 DELIVERY, STORAGE AND HANDLING**

- A. All materials and equipment shall be so delivered, stored and handled as to prevent intrusion of foreign materials and damage by weather or breakage. Packaged materials shall be delivered and stored in original packages. Packages opened for Architect's inspection shall be resealed until ready for use. Packages, materials and equipment showing evidence of damage shall be rejected.
- B. All materials which could be affected by dampness shall be stored in suitable substantial watertight storage facilities maintained in good condition throughout their use.

**1.19 FINAL CLEANING**

- A. All accumulated rubbish shall be removed from the building and points immediately adjacent thereto by the General Contractor who shall transport same from premises. Flammable rubbish shall not be burned on the premises. It shall be hauled away. No rubbish shall be deposited as fill on premises.

- B. Leave the work area clean and ready for use. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor.

**1.20 GUARANTEE**

- A. If, in the Contractor's opinion, any work is shown on the Drawings or called for in the Specifications in such a manner as to make it impossible for him to produce and guarantee a first-class piece of work, he shall refer the same to the Architect before proceeding.
- B. The Contractor and each Subcontractor shall guarantee that all materials and workmanship shall be free from original defects or against injury from proper and usual wear when used for purposes intended for one year after date of final certificate. Where guarantees or warranties are written in any of the divisions for longer terms, such longer terms shall apply from this date.
- C. The Contractor shall, in case of work performed by their Subcontractors or where guarantees are required, secure guarantees from said Subcontractors and deliver copies of same to the Architect upon completion of the work.
- D. All portions of the work shall also be maintained in perfect condition during this period. Such written guarantees as may be requested shall be submitted in duplicate at the completion of the work. These will be supplementary to and not in any way canceling specific guarantees which apply to various portions of the work.

**1.21 SOCIAL SECURITY TAXES**

- A. The Contractor and each Subcontractor shall pay the taxes measured by the wages of all their employees as required by the Federal Social Security Act and all amendments thereto, and accept the exclusive liability for said taxes. The Contractor shall also indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the Contractor and his subcontractors, assessed against of the Owner under authority of said law.

**1.22 UNEMPLOYMENT INSURANCE**

- A. The Contractor and each Subcontractor shall pay unemployment insurance measured by the wages of his employees as required by law and accept the exclusive liability for said contributions. The Contractor shall also indemnify and hold harmless the owner on account of any contribution measured by the wages of aforesaid employees of the Contractor and his Subcontractors, assessed against the Owner under authority of law.

**1.23 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

- A. The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference.
- B. The Contractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees, material men and Subcontractors; and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of his agents, employees, material men or Subcontractors failing to so comply.
- C. The Contractor shall indemnify the Owner and Architect and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the owner and Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State, and Local, which are currently in effect or which become effective in the future, by the Contractor, his Subcontractors or material men.

**1.24 JOB MEETINGS**

- A. Meetings conducted at the job site by the Architect's representative for the purpose of coordinating and observing the work shall be mandatory for the Contractor and/or his superintendent. Also, if appropriate, the Architect's representative will designate certain Subcontractors to attend.

**1.25 LIST OF CONTACTS**

- A. Contractor shall furnish Owner list of persons to contact with telephone numbers for emergency use during construction period (off hours, weekends, holidays).

**1.26 PLANS AND SPECIFICATIONS AT THE SITE**

- A. The Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved shop drawings, change orders and other modifications, schedules, and instructions in good order and marked to record all changes made during construction. These shall be available at all times to the Architect or his authorized representatives.
- B. As-Built Drawing Documentation - Carefully note that the Contractor is responsible for maintaining a record set of Contract Documents clearly marking all revisions, alterations, corrections, modifications, substitutions, etc., resulting from changes undertaken during the course of construction. At the conclusion of the project, the Contractor shall formally issue to the Architect a set of Contract Documents with all such changes clearly marked and recorded.

**1.27 DRAWINGS FURNISHED**

- A. One (1) electronic copy and three (3) signed/sealed copies of the Drawings and Specifications will be allowed the Contractor by the Owner for their use in permitting. If more are required, the Contractor shall pay the cost of reproduction.

END OF SECTION 01 01 00



**SECTION 01 31 00 - PROJECT COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201 - 2018, "General Conditions of the Contract for Construction", the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

**1.2 SUMMARY**

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
  - 1. Coordination
  - 2. Progress Meetings
  - 3. Administrative and supervisory personnel
  - 4. General installation provisions
  - 5. Cleaning and protection
- B. Requirements for the Contractor's Construction Schedule are included in Section 01 01 00, Summary of Work.

**1.3 COORDINATION**

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation. No claim for extra compensation or extension of Contract time will be allowed for conditions resulting from a lack of said coordination and cooperation.
  - 1. Where installation of one part of the work, is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Project Close-out activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

#### 1.4 PRE-CONSTRUCTION CONFERENCE

- A. The Architect will schedule a pre-construction conference and organizational meeting at the Project site no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Attend the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
  1. Notify and arrange for attendance by all parties except the Architect and Owner.
- C. Agenda: Items of significance that could affect progress will be discussed, including such topics as:
  1. Tentative construction schedule.
  2. Critical Work sequencing.
  3. Designation of responsible personnel.
  4. Procedures for processing field decisions and Change orders.
  5. Procedures for processing Applications for Payment.
  6. Distribution of Contract Documents.
  7. Submittal of Shop Drawings, Product Data and Samples.
  8. Preparation of record documents.
  9. Use of the premises.
  10. Office, Work and storage areas.
  11. Equipment deliveries and priorities.
  12. Safety procedures.
  13. First aid.
  14. Security.

15. Housekeeping.
16. Working hours.

#### 1.5 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  1. Show the interrelationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
- B. Staff Names: Within fifteen (15) days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

#### 1.6 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to regular progress meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### 1.7 PROGRESS MEETINGS

- A. The Architect will conduct progress meetings at the Project site at regularly scheduled intervals. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: Notify each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities, to attend these meetings. Persons familiar with the Project and authorized to conclude matters relating to progress shall be represented.
- C. Agenda: Review and correction or approval of minutes of the previous progress meeting. Review of other items of significance that could affect progress. Review topics for discussion as appropriate to the current status of the Project.

1. Contractor's Construction Schedule: Prepare a written report including 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 schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  2. Review of present and future needs of each entity present, including such items as:
    - a. Interface requirements.
    - b. Time.
    - c. Sequences.
    - d. Deliveries.
    - e. Off-site fabrication problems.
    - f. Access.
    - g. Site utilization.
    - h. Temporary facilities and services.
    - i. Hours of Work.
    - j. Hazards and risks.
    - k. Housekeeping.
    - l. Quality and Work standards.
    - m. Change Order Proposals.
    - n. Documentation of information for payment requests.
- D. Reporting: The Architect will prepare and distribute copies of minutes of the meeting to Owner and General Contractor. General Contractor shall distribute copies to others who should be informed of decisions.
1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

### 3.2 CLEANING AND PROTECTION

- A. 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.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.

9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation,
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION 01 31 00

**SECTION 01 70 00 - PROJECT CLOSEOUT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201 - 2018, "General Conditions of the Contract for Construction", the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project closeout by the General Contractor, including but not limited to:
  - 1. Final inspection procedures
  - 2. Project record document submittal
  - 3. Operating and maintenance manual submittal
  - 4. Submittal of warranties
  - 5. Final cleaning
- B. Additional closeout requirements for specific construction activities are included in the appropriate specification sections.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection by the Architect for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance change-over requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 4. Obtain and submit releases to the Architect enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  - 5. Submit record drawings, maintenance manuals and similar final record information to the Architect.
  - 6. Deliver tools, spare parts, extra stock, and similar items.

7. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
  8. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Final Inspection Procedures: Submit a request for final inspection, to the Architect. Following the Architect's final inspection, the Architect will either prepare the Certificate of Substantial Completion, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat final inspection when requested by the General Contractor and assured that the Work has been substantially completed.
  2. Results of the completed final inspection will form the basis of requirements for final acceptance.

#### **1.4 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request to the Architect with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement to the Architect, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Architect's Final Inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the General Contractor.
  4. Submit consent of surety to final payment.
  5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Architect will reinspect the work upon receipt of notice from the General Contractor that the Work, including Final Inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
1. Upon completion of reinspection, the Architect will 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.
  2. If necessary, reinspection will be repeated.

#### **1.5 RECORD DOCUMENT SUBMITTALS**

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  - 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
  - 3. Note related Change Order numbers where applicable.
  - 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Submit to the Architect.
- C. Maintenance Manuals: Organize and submit to the Architect operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
  - 1. Emergency instructions.
  - 2. Copies of warranties.
  - 3. Recommended "turn around" cycles.
  - 4. Inspection procedures.
  - 5. Shop Drawings and Product Data.
  - 6. All Maintenance Manuals are to be submitted in duplicate (2 hard copies and 1 electronic copy).

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 FINAL CLEANING**

- A. General: General cleaning during construction is required by the General Conditions.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

- a. Remove labels that are not permanent labels.
  - b. Clean transparent materials. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - d. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
  - 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.
- E. If the General Contractor fails to demonstrate a commitment to accomplish the required cleaning in an orderly, timely fashion, the Owner reserves the right to employ a professional cleaning service, and to deduct any costs thereof from the Contract Amount.

END OF SECTION 01 70 00

**SECTION 02 07 00 - CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201-2018, “The General Conditions of the Contract for Construction,” the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and/or Subcontractor who performs this work. Note also all Addenda.

**1.2 DESCRIPTION OF REQUIREMENTS**

- A. Definition: “Cutting and patching” includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition. “Cutting and patching” shall also include the removal and subsequent reinstallation of existing construction required to be removed in order to execute the work specified and/or indicated on the drawings, i.e., ductwork, fasteners, etc.
- B. “Cutting and patching” is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
- C. Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be “cutting and patching” under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be “cutting and patching”.
- D. Refer to other sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

**1.3 QUALITY ASSURANCE**

- A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or load-deflection ratio.
- B. Before cutting and patching the following categories, or similar categories, of work, obtain the Architect’s approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching.
  - 1. Structural steel.
  - 2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.
  - 3. Structural concrete plank floor structure.

4. Foundation construction.
  5. Bearing and retaining walls.
  6. Structural decking.
  7. Piping, duct-work, vessels and equipment.
- C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.
- D. Before cutting and patching the following elements, or similar elements, of work, and similar work elements where directed, obtain the Owner's approval to proceed with cutting and patching as proposed in the proposal for cutting and patching.
1. Shoring, bracing and sheeting.
  2. Primary operational systems and equipment.
  3. Water, moisture, vapor, air, smoke barriers, membranes and flashings.
  4. Noise and vibration control elements and systems.
  5. Control, communication, conveying, and electrical wiring systems.
- E. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect's and Owner's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect and Owner to be cut and patched in a visually unsatisfactory manner.
- F. If possible, retain the original installer or fabricator, or another recognized experienced and specialized firm to cut and patch the following categories, and similar categories, of exposed work.
1. Processed concrete finishes.
  2. Ornamental metal.

#### 1.4 SUBMITTALS

- A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational, and visual changes as well as other significant elements.
  2. List products to be used and firms that will perform work.
  3. Give dates when work is expected to be performed.

4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.
- B. Where cutting and patching of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
- C. Where cutting and patching of exposed finishes is to be involved, submit a drawing clearly describing in detail the location and extent of the work for the Owner's and the Architect's approval.
- D. Approval by the Owner and the Architect to proceed with cutting and patching work does not waive the Architect's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. General: Except as otherwise indicated, or as directed by the Architect, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics than existing construction.

## **PART 3 EXECUTION**

### **3.1 INSPECTION**

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

### **3.2 PREPARATION**

- A. Temporary Support: To prevent failure, provide temporary support of work to be cut.

- B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruptions of free passage to adjoining areas.
- D. Take precautions not to cut existing pipe, conduit, or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

### **3.3 PERFORMANCE**

- A. General: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by Architect, proceed with cutting and patching at the earliest feasible time and complete work without delay.
- B. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer, comply with original installer's recommendations.
- C. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- D. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.
- E. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
- F. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- G. Restore exposed finishes of patched areas and where necessary extend finished restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
- H. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform

color and appearance, remove existing floor and wall coverings and replace with new materials.

- I. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.
- J. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 02 07 00



**SECTION 07 84 00 - FIRESTOPPING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, Supplementary Instruction to Bidders, AIA Document A201-2007, "The General Conditions of the Contract for Construction," Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and/or Subcontractor who performs this work. Note also all Addenda.

**1.2 SUMMARY**

- A. This Section includes firestopping for the following:
  - 1. Penetrations through smoke / fire-resistance-rated walls and ceilings including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.

**1.3 SYSTEM PERFORMANCE REQUIREMENTS**

- A. General: Provide firestopping systems that are produced and installed to resist the spread of smoke or fire, according to requirements indicated, and the passage of smoke and other gases.
  - 1. All firestopping systems shall be reviewed and approved for use by the local fire authority prior to submission to Architect.
- B. F-Rated Through-Penetration Firestop Systems: Provide through-penetration firestop systems with F ratings indicated, as determined per ASTM E 814, but not less than that equaling or exceeding the fire-resistance rating of the constructions penetrated.
- C. T-Rated Through-Penetration Firestop Systems: Provide through-penetration firestop systems with T ratings, in addition to F ratings, as determined per ASTM E 814, where indicated and where systems protect penetrating items exposed to contact with adjacent materials in occupiable floor areas. T-rated assemblies are required where the following conditions exist:
  - 1. Where firestop systems protect penetrations located outside of wall cavities.
  - 2. Where firestop systems protect penetrations located outside fire-resistive shaft enclosures.
  - 3. Where firestop systems protect penetrations located in construction containing doors required to have a temperature-rise rating.
  - 4. Where firestop systems protect penetrating items larger than a 4-inch-diameter nominal pipe or 16 sq. in. in overall cross-sectional area.

- D. Fire-Resistive Joint Sealants: Provide joint sealants with fire-resistance ratings indicated, as determined per ASTM E 119, but not less than that equaling or exceeding the fire-resistance rating of the construction in which the joint occurs.
- E. For firestopping exposed to view, traffic, moisture, and physical damage, provide products that do not deteriorate when exposed to these conditions.
  - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.
  - 2. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.
- F. For firestopping exposed to view, provide products with flame-spread values of less than 25 and smoke-developed values of less than 450, as determined per ASTM E 84.

#### **1.4 SUBMITTALS**

- A. General: Submit the following according to Conditions of Contract and Division 1 Specification Sections.
- B. Product data for each type of product specified.
  - 1. Certification by firestopping manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCS) and are nontoxic to building occupants.
- C. Product test reports from, and based on tests performed by, a qualified testing and inspecting agency evidencing compliance of firestopping with requirements based on comprehensive testing of current products.

#### **1.5 QUALITY ASSURANCE**

- A. Fire-Test-Response Characteristics: Provide firestopping that complies with the following requirements and those specified under the "System Performance Requirements" article:
  - 1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL or Warnock Hersey.
  - 2. Through-penetration firestop systems are identical to those tested per ASTM E 814 under conditions where positive furnace pressure differential of at least 0.01 inch of water is maintained at a distance of 0.78 inch below the fill materials surrounding the penetrating items in the test assembly. Provide rated systems complying with the following requirements:
    - a. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
    - b. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations

listed by UL in their "Fire Resistance Directory," or by Warnock Hersey.

3. Fire-resistive joint sealant systems are identical to those tested for fire-response characteristics per ASTM E 119 under conditions where the positive furnace pressure differential is at least 0.01 inch of water, as measured 0.78 inch from the face exposed to furnace fire. Provide systems complying with the following requirements:
  - a. Fire-Resistance Ratings of Joint Sealants: As indicated by reference to design designations listed by UL in their "Fire Resistance Directory" or by another qualified testing and inspecting agency.
  - b. Joint sealants, including backing materials, bear classification marking of qualified testing and inspection agency.
- B. Installer Qualifications: Engage an experienced Installer who has completed firestopping that is similar in material, design, and extent to that indicated for Project and that has performed successfully.
- C. Single-Source Responsibility: Obtain through-penetration firestop systems for each kind of penetration and construction condition indicated from a single manufacturer.
- D. Provide firestopping products containing no detectable asbestos as determined by the method specified in 40 CFR Part 763, Subpart F, Appendix A, Section 1, "Polarized Light Microscopy."
- E. Coordinating Work: Coordinate construction of openings and penetrating items to ensure that designated through-penetration firestop systems are installed per specified requirements.

#### **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver firestopping products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; lot number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multi-component materials.
- B. Store and handle firestopping materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

#### **1.7 PROJECT CONDITIONS**

- A. Environmental Conditions: Do not install firestopping when ambient or substrate temperatures are outside limits permitted by firestopping manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.

- B. Ventilation: Ventilate firestopping per firestopping manufacturers, instructions by natural means or, where this is inadequate, forced air circulation.

## 1.8 SEQUENCING AND SCHEDULING

- A. Do not cover up those firestopping installations that will become concealed behind other construction until the owner's Representative and authorities having jurisdiction, if required, have examined each installation.

## PART 2 - PRODUCTS

### 2.1 FIRESTOPPING, GENERAL

- A. Compatibility: Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by firestopping manufacturer based on testing and field experience.
- B. Accessories: Provide components for each firestopping system that are needed to install fill materials and to comply with "System Performance Requirements" article in Part 1. Use only components specified by the firestopping manufacturer and approved by the qualified testing and inspecting agency for the designated fire-resistance-rated systems. Accessories include but are not limited to the following items:
  - 1. Permanent forming/damming/backing materials including the following:
    - a. Ceramic fiber.
    - b. Sealants used in combination with other forming/damming materials to prevent leakage of fill materials in liquid state.
    - c. Joint fillers for joint sealants.
  - 2. Temporary forming materials.
  - 3. Substrate primers.
  - 4. Collars.
  - 5. Steel sleeves.
- C. Applications: Provide firestopping systems composed of materials specified in this Section that comply with system performance and other requirements.

### 2.2 FILL MATERIALS FOR THROUGH-PENETRATION FIRESTOP SYSTEMS

- A. Ceramic-Fiber Forming/Backing/Damming Material: Formulation of continuous filament ceramic fibers and inorganic binders.
- B. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Ceramic-Fiber Forming/Backing/Damming Material:
    - a. Ultra Block, Backer Rod Mfg. & Supply Co.
  - 2. Silicone Sealants:
    - a. Dow Corning Firestop Sealant SL 2002, Dow Corning Corp.

- b. Pensil 100 Firestop Sealant, General Electric Co.
- c. Nelson CLK Firestop Sealant, Hevi-Duty/Nelson.

**2.3 FIRE-RESISTIVE ELASTOMERIC JOINT SEALANTS**

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer indicated that complies with ASTM 920 requirements, including those referenced for Type, Grade, Class, and Uses, and requirements specified in this Section applicable to fire-resistive joint sealants.
- B. Sealant Colors: Provide color of exposed joint sealants to comply with the following:
  - 1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.
- C. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Single Component, Neutral Silicone Sealant:
    - a. 864/Pecora Corp.
    - b. Dow Corning 795, Dow Corning Corp.
    - c. Silproof, General Electric Company
  - 2. Multicomponent, Nonsag, Urethane Sealant:
    - a. Dynatrol II, Pecora Corp.
    - b. Sonolastic NP 2, Sonneborn Building Products Div., ChemRex Inc.
    - c. Dymeric Plus, Tremco Inc.

**2.4 MIXING**

- A. For those products requiring mixing prior to application, comply with firestopping manufacturer's directions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce firestopping products of uniform quality with optimum performance characteristics for application indicated.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of firestopping. Do not proceed with installation until unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

- A. Surface Cleaning: Clean out openings and joints immediately prior to installing firestopping to comply with recommendations of firestopping manufacturer and the following requirements:
  - 1. Remove all foreign materials from surfaces of opening and joint substrates and from penetrating items that could interfere with adhesion of firestopping.
  - 2. Clean opening and joint substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form release agents from concrete.
- B. Priming: Prime substrates where recommended by firestopping manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration on to exposed surfaces.
- C. Masking Tape: Use masking tape to prevent firestopping from contacting adjoining surfaces that will remain exposed upon completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestopping materials. Remove tape as soon as it is possible to do so without disturbing firestopping's seal with substrates.

### **3.3 INSTALLING THROUGH-PENETRATION FIRESTOPS**

- A. Install forming/damming materials and other accessories of types required to support fill materials during their application and in the position needed to produce the cross-sectional shapes and depths required to achieve fire ratings of designated through-penetration firestop systems. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- B. Install fill materials for through-penetration firestop systems by proven techniques to produce the following results:
  - 1. Completely fill voids and cavities formed by openings, forming materials, accessories, and penetrating items.
  - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
  - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

### **3.4 INSTALLING FIRE-RESISTIVE JOINT SEALANTS**

- A. Install joint fillers to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants

relative to joint widths that allow optimum sealant movement capability and develop fire-resistance rating required.

- B. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint width that optimum sealant movement capability. Install sealants at the same time joint fillers are installed.
- C. Tool nonsag sealants immediately after sealant application and prior to the time skinning or curing begins. Form smooth, uniform beads of configuration indicated or required to produce fire-resistance rating, as well as to eliminate air pockets, and to ensure contact and adhesion of sealants with sides of joint. Remove excess sealant from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

### 3.5 FIELD QUALITY CONTROL

- A. The Owner's Representative will examine completed firestopping to determine, in general, if it is being installed in compliance with requirements.
- B. The Owner's Representative will report observations promptly and in writing to Contractor and Architect.
- C. Do not proceed to enclose firestopping with other construction until installations are approved.
- D. Where deficiencies are found, repair or replace firestopping so that it complies with requirements.

### 3.6 CLEANING

- A. Clean off excess fill materials and sealants adjacent to openings and joints as work progresses by methods and with cleaning materials approved by manufacturers of firestopping products and of products in which opening and joints occur.
- B. Protect firestopping during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated firestopping immediately and install new materials to produce firestopping complying with specified requirements.

END OF SECTION 07 84 00



**SECTION 09 21 00 - GYPSUM BOARD ASSEMBLIES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, Supplementary Instruction to Bidders, AIA Document A201-2018, "The General Conditions of the Contract for Construction," Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and/or Subcontractor who performs this work. Note also all Addenda.

**1.2 SUMMARY**

- A. This Section includes furnishing and installing the following:
  - 1. Non-load-bearing interior steel framing members for gypsum board assemblies.
  - 2. Moisture, Mold, and Mildew-resistant gypsum board assemblies attached to steel framing.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 07 84 00 "Firestopping" for firestopping systems and fire-resistive rated joint sealants.

**1.3 DEFINITIONS**

- A. Gypsum Board Construction Terminology: Refer to ASTM C I 1 and GA-505 for definitions of terms related to gypsum board assemblies not defined in this Section or in other referenced standards.

**1.4 SUBMITTALS**

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of product specified.
- C. Product certificates signed by manufacturers of gypsum board assembly components certifying that their products comply with specified requirements.

**1.5 QUALITY ASSURANCE**

- A. Fire-Test-Response Characteristics: Where fire-rated gypsum board assemblies are indicated, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 1 19 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1. Fire Resistance Ratings: As indicated by reference to GA File Numbers in GA-600 "Fire Resistance Design Manual" or to design designations in UL "Fire Resistance Directory".
- B. Single-Source Responsibility for Steel Framing: obtain steel framing members for gypsum board assemblies from a single manufacturer.
- C. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer.
- D. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.
- E. Testing: Materials and construction are subject to testing and inspection by the Owner's agent. Work or materials failing to meet the requirements of the Contract Documents and submitted design drawings will be subject to removal and replacement at no expense to the Owner.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.
- C. Handle gypsum board to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

**1.7 PROJECT CONDITIONS**

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.
- B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F (10 deg C) for 48 hours prior to application and continuously after until dry. Do not exceed 95 deg F (35 deg C) when using temporary heat sources.
- C. Ventilation: Ventilate building spaces, as required, for drying joint treatment materials. Avoid drafts during hot dry weather to prevent finishing materials from drying too rapidly.

**PART2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Steel Framing and Furring:
    - a. Marino Industries Corp.
    - b. Unimast Inc.
    - c. or equal
  2. Gypsum Board and Related Products:
    - a. Georgia-Pacific Corp.
    - b. Gold Bond Building Products Div., National Gypsum Co.
    - c. United States Gypsum Co.

**2.2 STEEL FRAMING FOR INTERIOR WALLS AND PARTITIONS**

- A. General: Provide steel framing members complying with the following requirements:
1. Component Sizes and Spacings: As indicated but not less than that required to comply with ASTM C 754 under the following maximum deflection and lateral loading conditions:
    - a. Maximum Deflection: L/240 at 5 lbf per sq. ft.
    - b. Protective Coating: Manufacturers standard corrosion-resistant coating.
    - c. Protective Coating: G40 hot-dip galvanized coating per ASTM A 525 for framing members attached to and within 10 feet of exterior walls.
  - B. Steel Studs and Runners: ASTM C 645, with flange edges of studs bent back 90 deg and doubled over to form 3/16-inch-wide minimum lip (return) and complying with the following requirements for minimum thickness of base (uncoated) metal and for depth:
    1. Thickness: 0.0179 inch, for less than 6 inch depth unless otherwise indicated.
    2. Thickness: 0.0329 inch for 6 inch and greater depth.
    3. Depth: As indicated.
- C. Fasteners for Metal Framing: Provide fasteners of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated.

**2.3 GYPSUM BOARD PRODUCTS**

- A. General: Provide gypsum board of types indicated in maximum lengths available to minimize end-to-end butt joints.
  - 1. Thickness: Provide gypsum board in thickness indicated or, if not otherwise indicated, in 5/8 inch thickness to comply with ASTM C 840 for application system and support spacing indicated.
- B. Moisture, Mold, and Mildew Resistant Gypsum Board: ASTM C 1396 or ASTM C 630, manufactured with additives to enhance the water resistance and fire resistance of the core; surfaced with moisture/mold/mildew resistant paper on front, back and long tapered edges, and Type X 5/8" minimum thickness:
  - 1. Minimum Performance Properties
    - a. Mold and Mildew Resistance: (ASTM D 3273) Minimum panel score of 10 or greater.
    - b. Moisture Resistance: (ASTM C 473) shall not have surface absorption of not more than 5% of weight.
    - c. Surface Burning Characteristics: (ASTM E 84) Flame spread of 15 and smoke development of 0.
  - 2. Approved Products:
    - a. XP Wallboard, National Gypsum Company
    - b. Mold Tough Type X, United States Gypsum Co.
    - c. Dens Armor Plus, Georgia Pacific
  - 3. To be utilized at **all installations**.

#### 2.4 TRIM ACCESSORIES

- A. Accessories for Interior Installation: Corner beads, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
  - 1. Material: Formed metal, with metal complying with the following requirement:
    - a. Sheet steel zinc-coated by hot-dip process.
  - 2. Shapes indicated below by reference to Fig. I designations in ASTM C1047:
    - a. Cornerbead on outside corners, unless otherwise indicated.
    - b. LC-bead with both face and back flanges; face flange formed to receive joint compound. Use LC-beads for edge trim unless otherwise indicated.
    - c. U-bead with face and back flanges; face flange formed to be left without application of joint compound. Use U-bead where indicated.
    - d. One-piece control joint formed with V-shaped slot, with removable strip covering slot opening.

#### 2.5 JOINT TREATMENT MATERIALS

- A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.

- B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
- C. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
  - 1. Ready-Mixed Formulation: Factory-mixed product.
  - 2. All-purpose compound formulated for both taping and topping compounds.

## **2.6 MISCELLANEOUS MATERIALS**

- A. General: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
- B. Spot Grout: ASTM C 475, setting-type joint compound recommended for spot grouting hollow metal door frames.
- C. Fastening Adhesive for Metal: Special adhesive recommended for laminating gypsum panels to steel framing.
- D. Steel drill screws complying with ASTM C 1002 for the following applications:
  - 1. Fastening gypsum board to steel members less than 0.03 inch thick.
  - 2. Fastening gypsum board to gypsum board.
- E. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0. 1 1/2 inch thick.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates to which gypsum board assemblies attach or abut, installed hollow metal frames, cast-in-anchors, and structural framing with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Ceiling Anchorages: Coordinate installation of ceiling suspension systems with installation of overhead structural assemblies to ensure that inserts and other provisions for anchorages to building structure have been installed to receive ceiling hangers that will develop their full strength and at spacing required to support ceilings.

### **3.3 INSTALLING STEEL FRAMING, GENERAL**

- A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at termination's in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with recommendations of gypsum board manufacturer or, if none available, with "Gypsum Construction Handbook" published by United States Gypsum Co.
- C. Isolate steel framing from building structure at locations indicated to prevent transfer of loading imposed by structural movement. Comply with details shown on Drawings.
  - 1. Where building structure abuts ceiling perimeter or penetrates ceiling.
  - 2. Where partition framing and wall furring abut structure except at floor.
    - a. Provide slip- or cushioned-type joints as detailed to attain lateral support and avoid axial loading.
- D. Do not bridge building expansion and control joints with steel framing or furring members. Independently frame both sides of joints with framing or furring members as indicated.
- E. All steel frame wall assemblies including gypsum board and sound attenuation blankets, are to extent to underside of structure above. All voids at mechanical, electrical, fire protection, or plumbing to be filled solid.

### **3.4 INSTALLING STEEL FRAMING FOR WALLS AND PARTITIONS**

- A. Install runners (tracks) at floors, ceilings, and structural walls and columns where gypsum board stud assemblies abut other construction.
- B. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch from the plane formed by the faces of adjacent framing.
- C. Extend partition framing full height to structural supports or substrates above suspended ceilings. Cut studs 1/2 inch short of full height. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
  - 1. For STC-rated and fire-resistive-rated partitions requiring partitions to extend to the underside of floor/roof slabs and decks or other continuous solid structural surfaces to obtain ratings, install framing around structural and other members extending below floor/roof slabs and decks, as needed, to support gypsum board closures needed to make partitions continuous from floor to underside of solid structure.

- D. Install steel studs and furring in sizes and at spacing indicated but not less than that required by the referenced steel framing installation standard to comply with maximum deflection and minimum loading requirements specified:
  - 1. Single Layer Construction: Space studs at 16 inches o.c., or as indicated on drawings.
- E. Install steel studs so that flanges point in the same direction and so that leading edges or ends of each gypsum board can be attached to open (unsupported) edges of stud flanges first.
- F. Frame door openings to comply with details indicated, with GA-219, and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
- G. Extend vertical jamb studs through suspended ceilings and attach to underside of floor or roof structure above.
- H. Frame openings other than door openings to comply with details indicated or, if none indicated, in same manner as required for door openings. Install framing below sills of openings to match framing required above door heads.

**3.5 APPLYING AND FINISHING GYPSUM BOARD, GENERAL**

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Install sound attenuation blankets in all required interior partitions prior to installing gypsum panels unless blankets are readily installed after panels have been installed on one side.
- C. Install ceiling board panels across framing to minimize the number of abutting end joints and avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- D. Install wall/partition board panels to minimize the number of abutting end joints or avoid them entirely. Stagger abutting end joints not less than one framing member in alternate courses of board. At high walls, install panels horizontally with end abutting joints over studs and staggered.
- E. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position adjoining panels so that tapered edges abut tapered edges, and field-cut edges abut field-cut edges and ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions. Avoid joints at corners of framed openings where possible.

- F. Attach gypsum panels to steel studs so that the leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. Attach gypsum panels to framing provided at openings and cutouts.
- H. Form control joints and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.
- I. Cover both faces of steel stud partition framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chase walls that are braced internally.
  - 1. Except where concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
- J. Isolate perimeter of non-load-bearing gypsum board partitions at structural abutments, except floors, as detailed. Provide 1/4-inch-to-1/2-inch-wide spaces at these locations and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- K. Seal construction at perimeters, behind control and expansion joints, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions. Comply with ASTM C 919 and manufacturer's recommendations for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.
- L. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.

### **3.6 GYPSUM BOARD APPLICATION METHODS**

- A. Single-Layer Application: Install gypsum wallboard panels as follows:
  - 1. On ceilings, apply gypsum panels prior to wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
  - 2. On partitions/walls 10 feet or less in height, apply gypsum panels vertically (parallel to framing), unless otherwise indicated, and provide panel lengths that will minimize end joints.
  - 3. On partitions walls greater than 10 feet in height, apply gypsum panels horizontally (perpendicular to framing), unless parallel application is required for fire-resistive-rated assemblies. Use maximum-length panels to minimize end joints.

- B. Wall Tile Substrates: For substrates indicated to receive thin-set ceramic tile and similar rigid applied wall finishes, comply with the following:
  - 1. Install water resistant gypsum board to comply with ANSI A1 08.1 1.
- C. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows:
  - 1. Fasten with screws.

### **3.7 INSTALLING TRIM ACCESSORIES**

- A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.
- B. Install corner beads at external corners.
- C. Install edge trim where edge of gypsum panels would otherwise be exposed or semi-exposed. Provide edge trim type with face flange formed to receive joint compound except where other types are indicated.
  - 1. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
  - 2. Install U-bead where indicated.
- D. Install control joints and reveal joints at locations indicated, and where not indicated according to ASTM C 840, and in locations approved by Architect for visual effect.

### **3.8 FINISHING GYPSUM BOARD ASSEMBLIES**

- A. General: Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, and control joints; penetrations; fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration and levels of gypsum board finish indicated.
- B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
- C. Apply joint tape over gypsum board joints except those with trim accessories having concealed face flanges not requiring taping to prevent cracks from developing in joint treatment at flange edges.
- D. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per GA-214.
  - 1. Level 1 for ceiling plenum areas, concealed areas, and where indicated, unless a higher level of finish is required for fire-resistive-rated assemblies and sound-rated assemblies.

2. Level 4 for gypsum board surfaces unless otherwise indicated.
  3. Level 5 for gypsum board surfaces at all ceilings and false work.
- E. For level 4 gypsum board finish, embed tape in joint compound and apply three separate coats of joint compound over joints, angles, fastener heads, and accessories. Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration. Use the following joint compound combination:
1. Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound.
  2. Fill (Second) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
  3. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
- F. Where level 5 gypsum board finish is indicated, apply joint compound combination specified for level 4 plus a thin, uniform skim coat of joint compound over entire surface. Use joint compound specified for the finish (third coat) or a product specially formulated for this purpose and acceptable to gypsum board manufacturer. Produce surfaces free of tool marks and ridges ready for decoration of type indicated.
- G. Where level 1 gypsum board finish is indicated, apply joint compound specified for embedding coat.
- H. Finish water-resistant gypsum backing board forming base for ceramic tile to comply with ASTM C 840 and board manufacturer's directions for treatment of joints behind tile.

### 3.9 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner suitable to Installer that ensures gypsum board assemblies remain without damage or deterioration at time of Substantial Completion.
- C. Protect gypsum sheathing that will be left exposed to weather for more than one month as follows:
1. Protect cutouts, corners, and joints in the sheathing by filling with a flexible sealant or by applying sheathing tape recommended by sheathing manufacturer at the time sheathing is applied.

END OF SECTION 09 21 00

**SECTION 09 91 23 – INTERIOR PAINTING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201-2007, “The General Conditions of the Contract for Construction,” the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and/or Subcontractor who performs this work. Note also all Addenda.

**1.2 SUMMARY / DESCRIPTION OF WORK**

- A. This Section includes surface preparation, all necessary materials and painting for **all new interior surfaces exposed to view** in new construction and where indicated on the drawings. The extent of painting work is shown on Drawings. Work shall include latex wall, ceiling paint, metal ductwork paint.
- B. Manufacturer's products and colors shall be as specified.

**1.3 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
  - 1. Materials data sheet for each type of product specified with an electronic copy.
  - 2. Samples for verification purposes of each type of exposed finish required, prepared on samples of size indicated below.

**1.4 QUALITY ASSURANCE**

- A. Installer Qualifications: Engage an experienced Installer who has successfully completed painting projects similar in material, design, and extent to those indicated for Project. Installer shall thoroughly review Contract Documents and be familiar with structure and all necessary requirements for attachment to same.
- B. Fire-Performance Characteristics: Conform to Building Code for Flame Rating Requirement for finishes.
- C. Coordination of Work: Coordinate work with other construction.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver paint materials and floor system materials to project site in original, labeled, unopened packages and store them in a fully enclosed space where they

will be protected against damage. Labeling to include manufacturer's name, type of paint, brand name, color designation, drying time, clean up and instructions for mixing and use.

- B. Store paint materials and floor system materials at a minimum ambient temperature of 45 degrees F and a maximum ambient temperature of 90 degrees F in a well-ventilated area, unless otherwise directed by manufacturer's instructions.
- C. Take precautionary measures to prevent fire hazards and spontaneous combustion.

#### **1.6 PROJECT CONDITIONS**

- A. Provide continuous ventilation and heating of space to maintain surface and ambient temperature above 65 degrees F for 24 hours before, during and 48 hours after application of finishes, unless otherwise indicated by manufacturer or specifications herein.
- B. Provide lighting level of 80 foot-candles measured mid-height at substrate surface.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Acceptable Manufacturers:
  - 1. The Sherwin Williams Company, Contact: Mark Weiner, [mark.t.weiner@sherwinwilliams.com](mailto:mark.t.weiner@sherwinwilliams.com), office: 401-245-5176.
  - 2. Benjamin Moore and Company, [www.benjaminmoore.com](http://www.benjaminmoore.com).
  - 3. Pittsburgh Paints, PPG.Contact: [ppgacit@ppg.com](mailto:ppgacit@ppg.com).

#### **2.2 MATERIALS- GENERAL**

- A. Provide products which will meet all Federal regulations for amount of lead in paint (Less than 0.06% lead in non-volatile ingredients).
- B. Coatings: Provide best quality grade of various types of coatings. Materials not displaying manufacturer's identification as a standard, best-grade product will not be accepted.
- C. Use only thinners approved by paint manufacturers for applications intended and use only within recommended limits.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates and verify that conditions are ready to receive work as instructed by the product manufacturer.
- B. Beginning of installation means acceptance of substrate.

### 3.2 PREPARATION

- A. Correct minor defects and clean surfaces which may affect the work of this section.
- B. Gypsum Board Surfaces: Latex fill minor defects. Spot prime defects after repair.
- C. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt and rust where heavy coatings of scale are evident, remove by wire brushing. Clean with solvent. Spot prime paint after repairs.

### 3.3 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields and protective methods to prevent spray or droppings from other surfaces.
- D. Remove all empty paint containers from site.

### 3.4 APPLICATION

- A. Apply all products in accordance with manufacturer's instructions.
- B. No work shall be performed in spaces that are not broom clean and free of dust and waste.
- C. Apply each coat to a uniform finish, free of brush or roller marks, drops, runs or sags.
- D. Sand lightly between coats to achieve required finish.
- E. Allow applied coat to dry before next coat is applied. Allow a minimum of 48 hours for enamel paints to dry before recoating.

### 3.5 CLEANING

- A. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

**3.6 SCHEDULE-INTERIOR SURFACES**

**A. Paint for Exposed Steel Ductwork- Unprimed- Semi-Gloss.**

1. 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series (5.0 mils wet, 2.0 mils dry).
2. 2nd Coat: S-W Pro Industrial Semi-Gloss Acrylic Coating B66-650 Series.
3. 3rd Coat: S-W Pro Industrial Semi-Gloss Acrylic Coating B66-650 Series (6.0 mils wet, 2.5 mils dry per coat).
4. Finish Color to be determined by the Owner.

**B. Paint for Gypsum Board Exposed to View - Egg-Shell:**

1. 1st Coat: S-W Promar 200 Zero VOC Primer, B28W2600 Series (4.0 mils wet, 1.5 mils dry).
2. 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel Acrylic, B20 Series.
3. 3rd Coat: S-W Promar 200 200 Zero VOC Latex Eg-Shel, B20 Series (4.0 mils wet, 1.7 mils dry per coat).
4. Finish Color to match adjacent surfaces in both color and sheen.

**C. Paint for Plaster Ceilings / Access Hatch Exposed to View - Flat:**

1. 1st Coat: S-W ProMar Interior Latex Flat Ceiling Paint, Product #A27W05050, White.
2. 2nd Coat: S-W ProMar Interior Latex Flat Ceiling Paint, Product #A27W05050, White. (4.0 mils wet, 1.2 mils dry per coat).
3. Note: Prime wood surfaces prior to topcoats.

END OF SECTION 09 91 23