

PROJECT MANUAL

**BOB HARRISON CENTER
PICKLEBALL**

Huntsville, Alabama

for

Madison County Commission
(Local Funds)

May 27, 2026

ISSUE FOR BID



Prepared By

GMC

Goodwyn Mills Cawood, LLC.
2400 5th Avenue South, Suite 200
Birmingham, AL 35233
T 205.879.4462
www.gmcnetwork.com

GMC PROJECT NUMBER: LHUN260002

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**SECTION 00 0103
PROJECT DIRECTORY**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 OWNER:

- A. Name: Madison County Commission
1. Address Line 1: 100 Northside Square.
 2. City: Huntsville.
 3. State: AL.
 4. Zip Code: 35801.
 5. Telephone: 256-519-2061.
- B. Primary Contact: All correspondence from the Contractor to the Landscape Architect will be direct, with copies to this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Title: Madison County Commissioner.
 2. Name: Violet Edwards.
 3. Email: vedwards@madisoncountyal.gov.

1.03 CONSULTANTS:

- A. Landscape Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Landscape Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Company Name: Goodwyn, Mills, & Cawood.
 - a. Address Line 1: 2400 5th Ave South.
 - b. Address Line 2: Suite 200.
 - c. City: Birmingham.

- d. State: AL.
- e. Zip Code: 35233.
- f. Telephone: 205-879-4462.
- 2. Primary Contact:
 - a. Title: Project Manger.
 - b. Name: Jacob Ingram.
 - c. Email: jacob.ingram@gmcnetwork.com.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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ADVERTISEMENT FOR BIDS

SEALED PROPOSALS will be received only from QUALIFIED General Contractors by Madison County Commission located at 6156 Pulaski Pike NW, Huntsville, AL 35810; until 2:00 PM Local Time, June 25, 2026, for this project:

**BOB HARRISON CENTER PICKLEBALL
MADISON COUNTY COMMISSION
HUNTSVILLE, ALABAMA**

(LOCALLY FUNDED)

at which time and place they will be publicly opened and read.

A cashiers check or bid bond payable to Alabama Community College Systems in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's proposal. Performance and statutory Labor and Material Payment Bonds, and insurance in compliance with requirements, will be required at the signing of the Contract.

Drawings and Specifications may be examined at the Office of the Architect.

Bid documents (Plans, Specifications, and Addenda) will be sent to General Contractors only from the Architect electronically with no deposit. Subcontractors should contact a General Contractor or plan room for documents.

Only General Contractors who are properly licensed in accordance with criteria established by the State Licensing Board for General Contractors under the Provision of Title 34, Chapter 8, Code of Alabama, 1975, as amended, will be considered for the Work of this project.

An **OPTIONAL PRE-BID CONFERENCE** will be held at the same location as bids are to be opened, at **2:00 PM local time June 18, 2026**, for the purpose of reviewing the project and answering Bidder's questions. **Attendance at the Pre-Bid Conference IS NOT REQUIRED for all General Contractor Bidders** intending to submit a Proposal, and is highly recommended for Subcontractors. Bids from General Contractors not attending the Pre-Bid Conference will be rejected.

Per the Owner and the Alabama Department of Revenue (ADOR), Act 2013-205, the project will be bid **EXCLUDING TAXES** and will require the Contractor to complete DCM Form C-3A Accounting of Sales Tax Attachment to Proposal Form which will be submitted with the Contractors Proposal at the time of the Bid. If awarded the bid, both tax exempt entity and contractor shall apply for certificates of exemption. ADOR shall issue certificates of exemption from sales and use tax for each tax exempt project. Certificates shall only be issued to contractors licensed by the State Licensing Board for General Contractors or any subcontractor working under the same contract. Items eligible for exemption are building materials, construction materials and supplies and other tangibles that become part of the structure. ADOR will handle the administration of the certificates and the accounting of exempt purchases.

The Owner reserves the right to reject any or all proposals, to waive technical errors and/or abandon the bid process if, in their judgment, the best interests of the Owner will thereby be promoted.

**MADISON COUNTY COMMISSION
100 NORTHSIDE SQUARE
HUNTSVILLE, ALABAMA 35801**

GOODWYN MILLS CAWOOD, LLC.
MEMBERS, AMERICAN INSTITUTE OF ARCHITECTS
2400 5th Avenue South, Suite 200
Birmingham, Alabama 35233
Phone: (205) 879-4462
Fax: (205) 879-4493

END OF ADVERTISEMENT

ADDITIONS TO A.I.A. INSTRUCTIONS TO BIDDERS

1.1 A.I.A. INSTRUCTIONS TO BIDDERS:

- A. Printed Form A701, "Instructions to Bidders", (1997 edition) issued by the American Institute of Architects, is part of these specifications as if written in full herein. A draft copy of this form is attached for reference. In case of conflict, these specifications take precedence over and modify aforesaid AIA Instructions to Bidders. Submission of a proposal will be evidence that the articles have been examined, read, and accepted as part of these contract documents, including the revisions as noted hereinafter.

1.2 ADDITIONS TO A.I.A. INSTRUCTIONS TO BIDDERS:

- A. In Article 3 – BIDDING DOCUMENTS, add the following:

“3.3 SUBSTITUTIONS

- a. Change paragraph 3.3.2 to allow requests for approval of substitution to be received by the Architect up to five (5) calendar days prior to bid date. Such requests for approval of substitutions shall include the completed Substitution Request Form, and the complete substitution package shall be submitted through a qualified General Contractor bidding the project, with his/her approval.”

- B. In Article 4 - BIDDING PROCEDURES, add the following:

“4.5 PROPOSAL

- a. Proposal shall not contain any recapitulation of work to be done.
- b. Telegraphic modifications will be considered if received by the Owner before opening hour, provided a letter of confirmation is received by the Owner within 48 hours thereafter.
- c. Proposal shall be delivered enclosed in an opaque envelope marked **“BOB HARRISON CENTER PICKLEBALL”**, and shall bear the name and address of the bidder and their Alabama General Contractor License Number.
- d. Proposals shall be submitted on Proposal Forms provided; Numbers shall be both in writing and in figures. If words and figures conflict, the words shall govern. Addenda, if any, must be acknowledged. Signature shall be in long hand and in ink, and forms shall be complete without interlineation, alterations or erasures. Anyone signing proposal and contract as an agent of a firm or corporation shall present legal evidence of their authority.

4.6 CERTIFIED CHECKS OR BID BONDS

- a. Each proposal must be accompanied by a certified check or bid bond issued by an acceptable surety company for not less than 5% of the bid, but in no event more than \$10,000 made payable to the Owner, as a guarantee that the successful Bidder will, within 10 days from receipt of notice to that effect, enter into a contract for performance of the work awarded to them. Proceeds of the check or Bid Bond will become property of the

Owner if the bidder withdraws from competition after opening of bids or fails to execute the required contract or bonds, if their bid is accepted by Owner.”

- C. In Article 7 - PERFORMANCE BOND AND PAYMENT BOND, add the following:

“7.3 PERFORMANCE BOND AND PAYMENT BOND

7.3.1 Performance and Payment Bond equal to 100% of the contract price will be required of the Bidder to whom the contract or any part(s) of the contract is awarded. This bond must be acceptable to the Owner, and shall be attached (along with acceptable insurance certificate(s) in compliance with requirements) to each copy of the contract executed by the Contractor.

7.3.2 Performance Bond shall also extend as a maintenance bond for one year after the date of acceptance of the entire project. Said bond shall guarantee against defective materials and workmanship which may develop during that time, in any portion of the work included in the contract.

7.3.3 Performance Bond and Labor and Material Payment Bond shall be executed on AIA Document A312, copies of which are available for viewing in the office of the Architect, and which can be purchased from an AIA documents vendor by the Contractor and/or their surety.”

END OF ADDITIONS TO A.I.A. INSTRUCTIONS TO BIDDERS



AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

THE OWNER:
(Name, legal status, address, and other information)

THE ARCHITECT:
(Name, legal status, address, and other information)

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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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

- .5 Drawings

Number	Title	Date	
.6	Specifications		
	Section	Title	Date Pages
.7	Addenda:		
	Number	Date	Pages
.8	Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>		
	<input type="checkbox"/> AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>		
	<input type="checkbox"/> The Sustainability Plan:		
	Title	Date	Pages
	<input type="checkbox"/> Supplementary and other Conditions of the Contract:		
	Document	Title	Date Pages
.9	Other documents listed below: <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>		

Additions and Deletions Report for AIA[®] Document A701[™] – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:51:45 ET on 05/23/2019.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:51:45 ET on 05/23/2019 under Order No. 1831144354 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



STATE OF ALABAMA
BUILDING COMMISSION

770 WASHINGTON AVE
SUITE 444
Montgomery, Alabama 36130-1150
Telephone: (334) 242-4082
Fax: (334) 242-4182

ROBERT BENTLEY
Governor

Katherine Lynn
Director

October 28, 2013

TO: STATE AGENCIES, K-12 SUPERINTENDENTS, COMMUNITY COLLEGES, UNIVERSITIES

**FROM: KATHERINE LYNN, DIRECTOR
ALABAMA BUILDING COMMISSION**

SUBJECT: ACT 2013-205, CERTIFICATE OF EXEMPTION FROM SALES AND USE TAX FOR GOVERNMENTAL ENTITIES

Act 2013-205 was signed into law on May 9, 2013, granting the Alabama Department of Revenue (ADOR) the authority to issue certificates of exemption from sales and use taxes for construction projects for certain governmental agencies.

Summary

The full text of Act 2013-205 is available on the Building Commission's website at www.bc.alabama.gov. A brief summary of the Act is provided below:

- ADOR shall issue certificates of exemption from sales and use tax to governmental entities for each tax exempt project. Both the governmental entity and the contractor shall apply for certificates of exemption.
- Certificates of exemption shall only be issued for contracts entered into (awarded) on or after Jan. 1, 2014.
- Certificates shall only be issued to contractors licensed by the State Licensing Board for General Contractors or any subcontractor working under the same contract.
- Items eligible for exemption from sales and use tax are building materials, construction materials and supplies and other tangible personal property that become part of the structure per the written construction contract.
- ADOR will handle the administration of certificates of exemption and the accounting of exempt purchases. ADOR will have the ability to levy fines and may bar the issuance or use of certificates of exemption upon determination of willful misuse by the contractor or a subcontractor.
- The contractor shall account for the tax savings on the bid form.

Bidding of Projects Before Jan. 1, 2014

Projects bid before Jan 1, 2014 but awarded on or after Jan. 1, 2014 are still eligible for sales tax exemption regardless of whether the project was bid with or without sales tax. For projects bid before Jan. 1, 2014, the bid documents must specify if the contractor's bid shall or shall not include sales tax.

For projects bid before Jan. 1, 2014, if the project is bid with sales tax and the contractor and subcontractors purchase the materials tax exempt, prior to project closeout the contractor shall submit to the governmental entity a copy of the report filed with the Alabama Department of Revenue showing all exempt purchases. The actual sales tax savings indicated on the report shall be deducted from the final contract amount.

For projects bid after Jan. 1, 2014, the bid shall not include sales tax but the sales tax for the base bid and all bid items must be included on the contractor's bid proposal form. ABC Form C-3A indicates how the sales tax shall be accounted for on the bid proposal form and shall be modified by the project architect or engineer as appropriate for the bid items for each project. **Failure of the contractor to complete the attachment to the bid proposal form indicating the sales tax as required by Act 2013-205, Section 1 (g) shall render the bid non-responsive.**

Proposed Changes to Administrative Rules

Pursuant to Act 2013-205, the ADOR has proposed changes to the following administrative rules:

Rule 810-6-1-.46	Contractor's Liability
Rule 810-6-1-.46.01	Bleacher Systems, Lockers, Backstops, and Other Fixtures Installed in Gymnasiums
Rule 810-6-3-.77	Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities

A link to the proposed rules and information about the public hearings can be found on ADOR's website at <http://www.revenue.alabama.gov/analysis/upcoming-rule-hearings.cfm> . All interested parties may present their views in writing to the **Secretary of the Alabama Department of Revenue, Room 4131, Gordon Persons Building, 50 N Ripley Street, Montgomery, Alabama 36132** at any time during the thirty-five (35) day period following publication of the notice or by appearing at the hearing.

If you have any questions, please feel free to contact Katherine Lynn at the Alabama Building Commission at (334) 242-4082 or the Alabama Department of Revenue at (334) 242-1170.

cc: Ms. Julie Magee, Commissioner, Alabama Department of Revenue
Mr. Ben Albritton, Assistant Attorney General

PROPOSAL FORM

To: MADISON COUNTY COMMISSION
(Awarding Authority)

Date: _____

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned,

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of WORK:
BOB HARRISON CENTER PICKLEBALL in accordance with Drawings and Specifications, dated 5/27/2026,
prepared by GOODWYN MILLS CAWOOD, LLC (Architect's Project No. LHUN260002), Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of _____,

having its principal offices in the City of _____,

is: a Corporation a Partnership an Individual (other) _____.

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

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

ADDENDA: The Bidder acknowledges receipt of Addenda No's. _____ through _____ inclusively.

BASE BID ITEM #1: MOBILIZATION, for construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

BASE BID ITEM #2: CONCRETE PAVING, for construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

BASE BID ITEM #3: PICKLEBALL COURT CONSTRUCTION, includes surfacing, fencing, netting and all other items related to pickleball courts.

_____ Dollars (\$_____)

BASE BID ITEM #4: RAISED CROSSWALK AND CONCRETE CURBING, for construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

BASE BID ITEM #5: LANDSCAPING, for construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

BASE BID ITEM #6: PAVILION, for construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

BASE BID ITEM #7: ELECTRICAL WORK, for construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

COMBINBED ALLOWANCES: For construction complete as shown and specified, the sum of:

_____ Twenty Five Thousand Dollars (\$25,000.00 _____)

BASE BID TOTAL INCLUDING ALLOWANCES: For construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

Alternate No. 1: (LED light poles and fixtures for courts) (add) (deduct) \$ _____

Alternate No. 2: (Expanded circular concrete patio) (add) (deduct) \$ _____

TOTAL INCLUDING BASE BID, ALLOWANCES AND ALTERNATES: For construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

ALLOWANCES: Refer to Section 01 2100 – “Allowances”, and Drawings for descriptions and requirements.
(Allowance Calculations DUE along with Proposal Form on Bid Date.)

COMPLETION DATE: All Base Bid and any Alternate Work in the Contract shall be “Substantially Complete” within 120 consecutive days, from the date of the Owner’s written “Notice To Proceed”.

UNIT PRICES: NONE

MAJOR SUBCONTRACTOR & SUPPLIER LISTING: Refer to “Attachment B to Proposal Form”
(DUE along with Proposal Form on Bid Date, or at Contractor’s option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect).

NOTE THAT ALL SUBCONTRACTORS AND SUPPLIERS ARE SUBJECT TO APPROVAL BY THE OWNER.

ACCOUNTING OF SALES TAX: Refer to “Attachment C to Proposal Form”.

(DUE along with Proposal Form on Bid Date).

CHANGES IN WORK: Changes in the Work shall be addressed as described in General Conditions Article on Changes in the Work (and as modified by Supplementary Conditions).

IMMIGRATION STATUS VERIFICATION: Refer to "General Conditions" portion of the Project Manual. **(DUE along with Proposal Form on Bid Date.)**

1. Executed E-VERIFY "Memorandum of Understanding".

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 60 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

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

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

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____
License Number Contractor's DUNS No. Bid Limit

Type(s) of Work

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

The Bidder also declares that a list of all proposed major subcontractors and suppliers is included and attached to the Proposal Form, or will be turned in to the Owner within twenty-four (24) hours after receipt of bids, with a copy to the Architect.

Bidder certifies that vendors, subcontractors and affiliates, that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and /or lease tax on all taxable sales and leases into Alabama. By submitting a proposal, contractor is hereby certifying that he and his company are in full compliance with Act No. 2006-557, and not barred from bidding or entering into a contract pursuant to 41-4-116 (Code of Alabama 1975), and acknowledge that the awarding authority may declare the contract void if the certification is false.

Legal Name of Bidder _____

Mailing Address _____

* **By (Legal Signature)** _____

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

* Title _____

Telephone Number _____

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

END OF PROPOSAL FORM

CONTRACTOR

**ATTACHMENT "B"
TO PROPOSAL FORM**

1.1 SUBCONTRACTORS LISTING:

- A. Submit the following Subcontractors names with the Proposal Form by 2:00 PM local time on Bid Date, OR at Contractor’s option, turned in to the Owner within 24-hours after the time scheduled for the opening of Bids, with a copy to the Architect:**

SPECIFICATION SECTION:	PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:
SECTION 02 4100 - “DEMOLITION”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 31 1000 - “SITE CLEARING”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 31 2200 - “GRADING”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 31 2316 - “EXCAVATION”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)

OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)

This list is not necessarily all inclusive. Submit all primary subcontractors whether their trade is listed here or not.

END OF ATTACHMENT "B" TO PROPOSAL FORM

ACCOUNTING OF SALES TAX

Attachment to DCM Form C-3 Proposal Form

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT _____

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:\$ _____

Alternate No. 1 (.....) (add)(deduct) \$ _____
(Insert key word for Alternate)

Alternate No. 2 (.....) (add)(deduct) \$ _____

Alternate No. 3 (.....) (add)(deduct) \$ _____

Alternate No. 4 (.....) (add)(deduct) \$ _____

Alternate No. 5 (.....) (add)(deduct) \$ _____

Alternate No. 6 (.....) (add)(deduct) \$ _____

Alternate No. 7 (.....) (add)(deduct) \$ _____

Alternate No. 8 (.....) (add)(deduct) \$ _____

Alternate No. 9 (.....) (add)(deduct) \$ _____

Alternate No. 10 (.....) (add)(deduct) \$ _____

Alternate No. 11 (.....) (add)(deduct) \$ _____

Alternate No. 12 (.....) (add)(deduct) \$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

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

(Seal)

*** Title** _____

Telephone Number _____

IMMIGRATION STATUS VERIFICATION

1.1 GENERAL:

A. Bidders are hereby reminded that they are required to comply with requirements of Alabama Immigration Law, Act 2011-535 (also referred to as the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act”, or H.B. 56). This Law was amended by Act No. 2012-491 and signed into law by the Governor May 18, 2012. The following requirements are in effect:

1. Contractors are required to enroll in the E-Verify program of the United States Department of Homeland Security and to provide documentation of enrollment in the E-Verify program with their contracts and agreements. E-Verify MOU shall be submitted with Proposal Form.
2. Statement of Compliance with Act No. 2012-491 shall be attached to Construction Contract, and shall include the following statement:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

B. Additional information and Guidance is available at the following websites:

1. E-Verify portal maintained by State of Alabama: <http://immigration.alabama.gov>
2. Alabama Department of Finance, Comptroller’s Website - Compliance Guidelines: <http://comptroller.alabama.gov/pdfs/Memos/2012-01-06%20Alabama%20Immigration%20Law.pdf>
3. Alabama Secretary of State’s Website: Including in part, rules and acceptable form for affidavits for business entities, employers, contractors, and subcontractors. <http://www.sos.state.al.us/>
4. Alabama Building Commission: <http://www.bc.state.al.us/Memo%20on%20Act%202011-535-Alabama%20Immigration%20Law-1-11-2012.pdf>
5. US Department of Homeland Security, E-Verify: www.dhs.gov/E-Verify

BID BOND FORM

- 1.1** Bid Bond shall be executed equivalent to AIA Document A310, Bid Bond. A draft copy is attached for reference. Copies of A310 are available for viewing in the office of the Architect, and may be purchased from an AIA documents vendor by the Contractor.

END OF BID BOND FORM

Bid Bond

CONTRACTOR:
(Name, legal status and address)

<< >>< >>
<< >>

SURETY:
(Name, legal status and principal place of business)

<< >>< >>
<< >>

OWNER:
(Name, legal status and address)

<< >>< >>
<< >>

BOND AMOUNT: \$ << >>

PROJECT:
(Name, location or address, and Project number, if any)

<< . >>
<< >>
<< >>

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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



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

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

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



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

Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Principal) (Seal)

« »

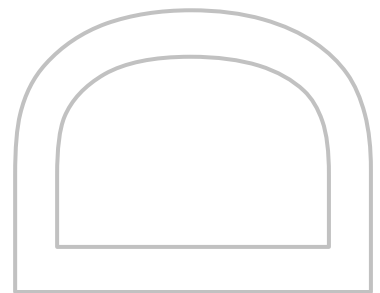
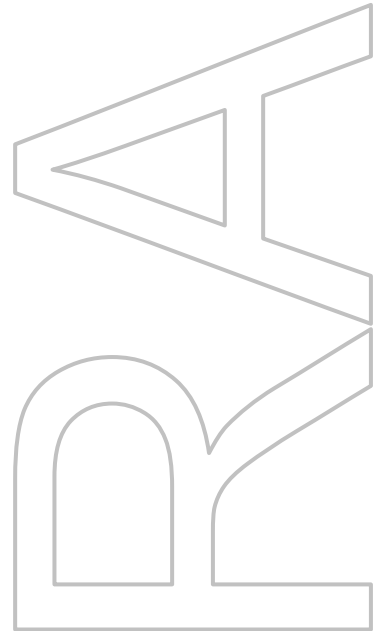
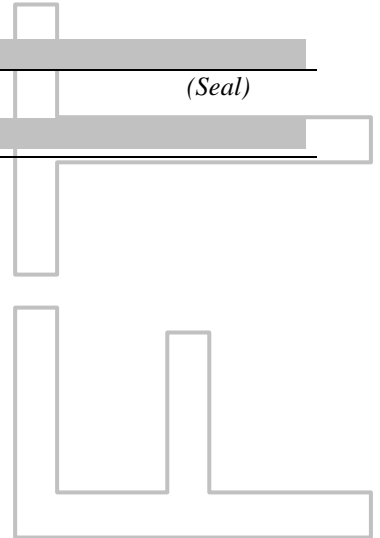
(Title)

« »

(Surety) (Seal)

« »

(Title)



CONSTRUCTION CONTRACT FORM

- 1.1** The Construction Agreement shall be executed on A.I.A. Document A101 - 2017 Edition, a copy of which is attached for reference. Copies are available for viewing in the office of the Architect, and may be purchased from an A.I.A. documents vendor by the Contractor.

END OF CONSTRUCTION CONTRACT FORM

DRAFT AIA® Document A101™ - 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

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

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

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

« »

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

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

§ 5.2 Final Payment

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

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

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

« »

§ 5.3 Interest

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

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

<< >>

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

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

<< >>

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

PERFORMANCE BOND AND PAYMENT BOND FORM

- 1.1 Performance and Payment Bond shall be provided for 100% of the Contract amount, and shall be executed on AIA Document A312, latest edition. A draft of AIA Document A312 – 2010 is attached. Copies of document are available for viewing in the office of the Architect, and can be purchased from an AIA documents vendor by the Contractor and/or their surety.

END OF PERFORMANCE BOND AND PAYMENT BOND FORM

DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« . »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

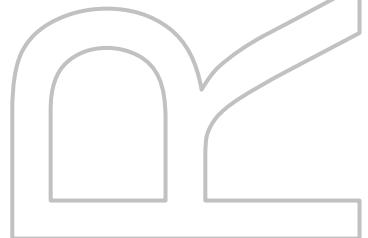
(Architect, Engineer or other party:)

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« . »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

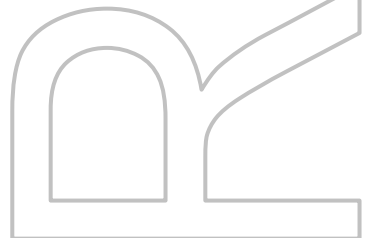
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ADDITIONS AND DELETIONS:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

<< >><< >>

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- 1.1** The “General Conditions of the Contract for Construction,” A.I.A. Document A201, 2017 Edition, (also referred to as “General Conditions”, “Conditions of the Contract”, etc.), Articles 1 through 15, inclusive, is a part of this contract, and is incorporated herein as fully as if here set forth.
- 1.2** Copies of A.I.A. Document A201 are available for viewing in the office of the Architect, and can be purchased from an A.I.A. documents vendor by the Contractor.
- 1.3** See “Supplementary Conditions” and “Special Conditions” for supplements which modify, change, delete, and/or add to the General Conditions.
- 1.4** A draft copy of A201 – 2017 is attached for reference.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

DRAFT AIA® Document A201™ - 2017

General Conditions of the Contract for Construction

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

<< >>
<< >>

THE OWNER:
(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:
(Name, legal status and address)

<< >>< >>
<< >>

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or

certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for

whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SUPPLEMENTARY CONDITIONS

1.1 GENERAL CONDITIONS:

- A. The “General Conditions of the Contract for Construction”, AIA Document A201, 2017 Edition, Articles 1 through 15, inclusive, (General Conditions or Conditions of the Contract hereinafter) is a part of this contract, and is incorporated herein as fully as if here set forth.

2.2 SUPPLEMENTS:

- A. The following supplements, modify, change, delete or add to the General Conditions. Where any part of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that part shall remain in effect.

1. ARTICLE 1 - GENERAL PROVISIONS:

- a. Add the following new subparagraph:

“1.5.3 Any written permission given for use of the Drawings, Specifications, and/or other Documents prepared by the Architect and/or the Architect’s consultants which is provided under the terms of this Article, shall require and be subject to payment to the Architect for such use, as determined to be equitable by the Architect or as mutually agreed in writing between the Architect and the party or parties requesting and receiving permission for any such use.”

- b. Add the following new Subparagraphs:

1.6.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.1.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable and/or non-manipulatable electronic operations involving computers.

1.6.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect, and payment to the Architect in amount(s) agreeable to the Architect for such use.

1.6.3 Representatives of the Owner, Contractor, and/or Architect shall meet periodically, if required by the Owner or Architect, at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to nor will they create additional contractual obligations or modify the legal relationships which may otherwise exist.”

2. ARTICLE 2 - OWNER:

- a. Refer to Paragraph 2.2.2, and add the following new Subparagraphs:

2.2.2.1 The Contractor shall secure and pay for all necessary permits, fees, etc., as necessary for the execution and completion of the Work of the project, unless specifically indicated otherwise within the Bid and Contract Documents; Which shall include in part, building permit, inspection fees, utility connection fees, utility impact fees, licenses, and other charges which may be applicable and/or due at the time when bids were received or negotiations concluded.

2.2.2.2 Unless specifically indicated otherwise on the Drawings or in the Project Manual, the Owner will furnish all necessary Environmental and Storm Water permits customarily required for this type of project; The Contractor shall comply with the requirements and directions of the Owner and/or imposed on the Owner for compliance with these requirements.

- b. Add the following new paragraph:

“2.2.5 The Contractor will make these documents available in electronic format (PDF) for subcontractors to download.”

3. ARTICLE 3 - CONTRACTOR:

- a. Refer to Paragraph 3.2, and add the following new Subparagraph:

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

- b. Refer to Paragraph 3.3, and add the following new Subparagraph:

“3.3.4 The Contractor shall lay out their own work. They shall be responsible for all work executed by them under the Contract which shall be constructed to the lines and grades as shown on the Drawings. They shall verify all figures and elevations before proceeding with the work, and will be held responsible for any error resulting from failures to do so.”

- c. Delete Paragraph 3.4.2, and substitute the following:

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

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

3.4.2.2 represents that the Contractor will provide at least the same warranty for the substitution that the Contractor would for that specified;

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

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

- d. Add the following new Subparagraph:

"3.4.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions, regardless of whether or not the proposed substitution is subsequently accepted by the Owner and/or Architect, and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions."

- e. Revise the following Subparagraphs:

Before the semicolon at the end of Subparagraph 3.8.2.2, add the following:

“, except that if installation is included as part of an allowance in Divisions 1-16 of the Specifications, the installation and labor cost for greater or lesser quantities of Work shall be determined in accordance with Subparagraph 7.3.7, unless specifically indicated otherwise;”

Refer to Subparagraph 3.8.2.2, and add the following after the word “profit”:
“; temporary storage,”

Refer to Subparagraph 3.8.2.3, and add the following phrase at the end:

“, which could not reasonably be anticipated by the Contractor at the time of bidding, and/or which are not due to any cause or delay by the Contractor, and/or which are due to causes over which the Contractor had no control.”

- f. Refer to Subparagraph 3.9.2, and add the following new Subparagraphs:

“3.9.2.1 Contractor's Superintendent shall be properly qualified and have a minimum of five (5) years experience as superintendent for this Contractor. Contractor shall furnish within five days of their receipt of the Contract, records of proposed Superintendent's education and experience, construction project experience and in what capacities, names of architects for these projects, and

information sufficient to determine suitability for the proposed position for this project.

3.9.2.2 Refer to Division 1 Section “Special Conditions”, and individual specifications sections throughout the Project Manual, for additional information and minimum experience requirements.”

- g. Refer to Subparagraph 3.10.3, and add the following at the end:

“If the project is behind the Construction Schedule, the Contractor shall act on each portion which is not in general accordance with the Construction Schedule, to whatever extent is required to move progress of the Work back into general accordance with the Construction Schedule, at no additional cost to the Owner.”

- h. Refer to Subparagraph 3.12.7, and change the word “approved” to read “reviewed”.

- i. Refer to Subparagraphs 3.12.8 and 3.12.9, and revise the following:

Change the word “approved” to read “reviewed”, wherever it occurs.

Change the word “approval” to read “review”, wherever it occurs.

- j. Add the following new Subparagraph:

“3.12.11 The Architect’s review of Contractor’s submittals will be limited to examination of an initial submittal and ONE (1) resubmittal. The Architect’s review of additional submittals will be made only with the consent of the Owner, after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum, amounts due to the Architect for evaluation of such additional resubmittals.”

- k. Refer to Subparagraph 3.15.1, and add the following new Subparagraph:

“3.15.1.1 Remove broken or scratched glass and replace with new glass, remove paint droppings, spots, stains, and dirt from finished surfaces and exposed concrete, masonry, stucco, and similar surfaces, and clean plumbing fixtures, hardware, floors, and equipment. Contractor shall keep interior of the building free of stored or unattended combustible material.”

4. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT:

- a. Refer to Subparagraph 4.2.7, and revise as follows:

In first sentence, after the word “approve”, add “and/or make comments,” .

In the last two sentences, change the word “approval”, to read “review and/or approval”.

- b. Refer to Subparagraph 4.2.9, and change the word “inspections”, to read “construction observations and final inspection(s)”.

5. ARTICLE 5 - SUBCONTRACTORS:

- a. Refer to Subparagraph 5.2.1, and add the following new Subparagraph:

“5.2.1.1 Submittal of list as required of the Contractor, shall include all major Subcontractors and Suppliers, and shall be submitted not later than, either along with the Contractor’s completed Proposal Form, or shall be submitted to the Owner, with copy to Architect, within 24-hours of the time and date that bids are scheduled to be opened. Refer to Division 1 Section “Special Conditions” for additional information and minimum requirements.”

6. ARTICLE 7 - CHANGES IN THE WORK:

- a. Refer to paragraph 7.2 Change Orders, and add the following new Subparagraph 7.2.2.

“7.2.2 Change Orders for this project shall have a total of 25% maximum mark-up if sub-contractor and general contractor are involved. Sub-contractor shall have 15% mark-up (10% to cover overhead such as insurance, bond, labor, labor burden, etc. and the remaining 5% for profit). Contractor shall have 10% mark-up (5% to cover all overhead as mentioned above under sub-contractor, and 5% for profit). If the general contractor self-performs the work then they shall be allowed 15% mark-up.

Should changes which will decrease the cost of the work be ordered by the Architect, then the Contract Price shall be reduced by an amount equal to the agreed estimated saving resulting from these changes, and further reduced by the Contractor’s and Subcontractor’s, if applicable, overhead and profit.

7. ARTICLE 8 - TIME:

- a. Refer to Subparagraph 8.1.2, and add the following new Subparagraph:

“8.1.2.1 The date of commencement shall be established as the earlier of either the date the Contractor receives the fully executed Contract, or the date indicated on the Owner’s written “Notice To Proceed”, unless mutually agreed otherwise and in writing between the Owner and the Contractor.”

- b. Refer to Subparagraph 8.2.2, and revise as follows:

At end of first sentence, omit the words “and Owner”.

8. ARTICLE 9 - PAYMENTS AND COMPLETION:

- a. Refer to Subparagraph 9.2, and change the word “Architect”, to read “Architect and/or Owner”, wherever it occurs.

- b. Refer to Subparagraph 9.3.1, and add the following sentence and new Subparagraphs:

“The form of Application of Payment, duly notarized, shall be a current authorized edition of AIA Document G702, or approved equivalent document, supported by a current authorized edition of AIA Document G703 or approved equivalent continuation sheet.

9.3.1.3 Until the Work is **100-percent complete**, the Owner shall pay **95-percent of the first 50-percent** of the amount due the Contractor on account of progress payments, **and no additional retainage thereafter**, except as otherwise provided. Unless for reasons otherwise provided in the Contract Documents, thereafter, there will be no further retainage withheld.

9.3.1.4 Upon completing all requirements to achieve Substantial Completion, as defined within the Contract Documents, the payment shall be sufficient to increase the total payments to **98-percent of the contract sum**, less such amounts as the Architect and/or Owner shall determine for all incomplete work and unsettled claims, except as otherwise provided.”

- c. Refer to Subparagraph 9.7, and revise as follows:

Change the word “seven”, to read “ten”, wherever it occurs.

Omit the last nine words, beginning with “, plus...” through the word “Documents”.

Add the following Sentence: “In the event it is deemed necessary by the Architect and/or Owner to return a request and/or requests for progress payment to the Contractor, the time limits indicated herein for payment shall begin from the date of receipt of a request for progress payment which is subsequently resubmitted, and found acceptable by the Architect and/or Owner.”

- d. Refer to Subparagraph 9.8.3, and add the following new Subparagraph:

“9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than one (1) inspection and one (1) reinspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections and/or re-inspections due to incomplete work and/or unsettled claims.”

- e. Refer to Subparagraph 9.8.5, delete the second sentence, and substitute the following:

“Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to 98-percent (98%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.”

- f. Refer to Subparagraph 9.10.1, and add the following new Subparagraph:

“9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than one (1) inspection and one (1) reinspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections and/or re-inspections due to incomplete work, unsettled claims and/or other cause or causes attributable to the responsibilities of the Contractor.”

9. ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:

- a. Refer to Subparagraph 10.1, and add the following:

“In performing this work, the Contractor shall in part, take all necessary precautions for ample protection of personnel, property, and equipment from falling debris, dust, or undue exposure to weather. The safety provisions of applicable laws, building and construction codes shall be observed and applicable provisions of the latest edition of the AGC “Manual of Accident Prevention” shall be adhered to and followed. All passageways, guard fences, lights and other facilities required for protection of the public and workmen shall be provided and maintained.”

10. ARTICLE 11 - INSURANCE AND BONDS:

- a. Delete Paragraphs 11.2, 11.3, and 11.4, and replace with the following:

“11.2 CONTRACTOR’S AND SUBCONTRACTOR’S MINIMUM LIABILITY INSURANCE:

11.2.1 The insurance required by Subparagraph 11.1 shall be written for not less than the following minimum limits of liability, or greater if required by law. **Additionally named primary insureds shall be “the Owner, Architect, and their Consultants”, except not on Worker's Compensation; all insurance certificates shall provide for “Waiver of Subrogation” against “the Owner, Architect, and their Consultants”, by the Contractor, each Subcontractor, and their insurers.** Refer also to Division 1 Section “Special Conditions”, for additional information and requirements.

11.2.2 **MINIMUM COVERAGE(S) REQUIRED:**

11.2.2.1 **Workers' Compensation:**

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer's Liability	\$1,000,000
d.	Benefits Required by Union Labor Requirements	As applicable.
e.	Voluntary Compensation	\$1,000,000

- f. Broad Form all states Endorsement.

11.2.2.2 Comprehensive General Liability:

- a. Including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; Personal Injury; all as combined single limits:

- 1) General Aggregate: \$3,000,000, with general aggregate of \$3,000,000 applicable to this project only; including in part, Bodily Injury/Property Damage \$1,000,000 each occurrence.
- 2) Products/Completed Operations: \$3,000,000 annual aggregate.

Products and Completed Operations Insurance shall be maintained for three (3) years after the work has been completed; property damage liability insurance shall provide X, C, and U coverage; Fellow Employee suits shall be included.

- 3) Personal and Advertising Injury: \$1,000,000 per occurrence.
- 4) Each Occurrence: \$1,000,000.

11.2.2.3 Comprehensive Commercial Business Automobile Liability
(owned, non-owned, hired):

- a. Combined single limits for bodily injury and property damage:
- 1) Bodily Injury/Property Damage \$3,000,000 each occurrence.

11.2.2.4 Aircraft Liability (owned and non-owned) when applicable:

- a. Furnish proof of coverage with the following limits (combined single limits for bodily injury and property damage):
- 1) Admitted liability \$1,000,000 per seat.
 - 2) Bodily Injury/Property damage \$1,000,000 each occurrence.

11.2.2.5 Commercial Umbrella Excess Liability over Primary Insurance:

- a. \$4,000,000 each occurrence.
- b. Products/Completed Operations: \$4,000,000 aggregate.

- c. General Aggregate: \$4,000,000.

11.2.2.6 Indemnity:

- a. The Contractor shall assume all liability for and shall indemnify and save harmless the Owners, Architect, and their consultants and employees from: All damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself, or by any subcontractor or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract; The obligations of the work done under this Contract. The obligations of the contractor under this paragraph shall not extend to the liability of the Architect, his agents or employees arising out of:

- 1) The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design or specifications, or;
- 2) The giving or the failure to give directions or instructions by the Architect, his agents or employees, upon request, provided such giving of or failure to give is the primary cause of the injury or damage.

The insurance shall extend to and include all of the contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, included in any of the bid items or classified as extra work.

A statement of the above indemnity coverage and condition shall be included on the Insurance Certificate or Policy.

11.2.2.7 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to signing of the Contract for the Work of this project, and along with the required 100% Performance and 100% Payment Bonds (100% of Contract amount), shall be attached to the Contract(s). These certificates shall contain a provision that policy coverage will not be changed or canceled until at least thirty (30) days prior written notice has been given the Owner and Architect, which may be reduced to at least ten (10) days for non-payment of premium only.

- a. Provide copies of policies renewed, altered and/or replaced during the Work of this project, to the Owner within 10-days of their effective date(s), with copy sent to the Architect.

11.3 PROPERTY INSURANCE:

11.3.1 The Contractor shall provide an All Risk (“open perils”) Builder's Risk Policy with a replacement cost valuation, to cover the interests of all contractor's and sub-contractors of any tier. The contractor and subcontractors of any tier shall be responsible for all risks of physical loss to the work not otherwise covered, including in part, portions of the work stored off the site and in transit between off site storage and site.

11.3.2 The total amount of the insurance shall be the amount of the contract.

11.3.3 The policy or policies shall be endorsed to waive all rights of subrogation among, between, and to each insured under the policy.

11.3.4 The “Owner, Architect, and their Consultants” shall be additionally named primary insureds under the policy or policies. Refer also to Division 1 Section “Special Conditions”, for additional information and requirements.

11.3.5 Any deductibles will be apportioned to the named insureds (but excluding those named in 11.3.4) as their interests may appear, based upon claim payments.

11.3.6 Any claims coming under the terms and conditions of the policies shall be immediately reported by written notice to the Architect, with a copy to the Owner:

Goodwyn, Mills & Cawood, Inc.
2400 5th Avenue South, Suite 200
Birmingham, Alabama 35233
Phone: (205) 879-4462

11.4 PERFORMANCE AND PAYMENT BOND:

11.4.1 The Contractor and subcontractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Bid and Contract Sum. The amount of each bond shall be equal to 100-percent (100%) of the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the construction manager attached to each copy of the Contract which the Contractor is presented to execute for the Work of the Project.

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

11. ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK:

- a. Refer to Subparagraph 12.2.2, and add the following new Subparagraphs:

“12.2.2.1.1 For the purposes of this paragraph, “reasonable time” shall be defined as within ten (10) consecutive calendar days from and after receipt of notice from the Owner and/or Architect.”

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

12. ARTICLE 15 - CLAIMS AND DISPUTES

- a. Refer to Subparagraph 15.1.5, and add the following new Subparagraphs:

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

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

15.1.5.3 Refer to Division 1 Section “Special Conditions” and other applicable portions of the Bid and Contract Documents for additional information, requirements, reporting requirements, limitations and exclusions relating to claims for additional time.”

END OF SUPPLEMENTARY CONDITIONS



Special Provisions of the Contract Documents:
Add the following:

Goodwyn Mills Cawood

2400 5th Avenue South
Suite 200
Birmingham, AL 35233

T (205) 879-4462

www.gmcnetwork.com

Under no circumstance will GMC provide hard copy sets of drawings, project manuals, or other contract documents. Upon request from bidders, GMC will provide electronic (PDF) sets of drawings and project manuals prior to award of contract. Upon award of contract, the General Contractor may request digital sheet files using the Electronic File and Transfer Agreement Form and its appropriate procedures and fees.



Electronic File Conversion and Transfer Agreement

Goodwyn Mills Cawood, LLC. (GMC) in cooperation with its Consultants may, at its sole discretion, provide electronic document and file conversion services to the prime entity holding, or intending to enter into, an Agreement with an Owner for construction of a Project. GMC will typically accept only one request per project from one entity, typically the General Contractor.

Goodwyn Mills Cawood

2400 5th Avenue South
Suite 200
Birmingham, AL 35233

T (205) 879-4462

www.gmcnetwork.com

Consultants referred to herein are all consultants to GMC for or in connection with the Project, including but not limited to those listed below.

It is acknowledged that neither GMC nor its Consultants are under any obligation to furnish electronic files to any party. The General Contractor and/or Sub-contractors should not, under any circumstances, assume they will receive any or all requested electronic files. Whether files are provided or not, the General Contractor remains completely responsible for performing all work required of the Contract Documents in full, including the preparation of accurate and detailed required shop-drawings.

When furnished, files will be transmitted electronically via FTP Site, or similar file transfer mechanism. It is the intent of GMC to furnish files in a timely manner, typically within two (2) weeks of receipt of payment of fees. However, the complexity and scale of the conversion is directly related to the requested file format and quantity of files requested. Where GMC believes a request will require additional time, we will notify the User and make reasonable effort to deliver files in phases if beneficial.

Please contact Alyssa Martin at (205) 879-4462 with any questions.

GOODWYN MILLS CAWOOD, LLC.

PROJECT

Project Name:

Project No.:

Document Issue Date:

Prime/Architect/Engineer: GOODWYN MILLS CAWOOD, LLC.

Consultants:

Goodwyn Mills Cawood, LLC. (hereafter "GMC"), for itself and its identified Consultants, hereby grants non-exclusive use of the requested electronic files to the party (User) listed below. User accepts that GMC and its Consultants reserve the right to convey or not convey electronic files at their sole discretion. User further agrees, as a precedent to transmittal of digital files to any other party, to require written agreement of equivalent confidentiality and indemnification provisions from any party that receives the digital files. The digital information furnished under this agreement is proprietary, is the property of GMC and/or its Consultants, and is protected by applicable copyright laws.



The information provided by GMC and/or its Consultants is solely for the convenience of the recipient. Neither GMC nor its Consultants make any warranty or guarantee, express or implied, as to the suitability of the files for any specific purpose. It is understood the files are (1) digital, (2) typically have been converted electronically into a format suitable to the User, (3) are inherently capable of being manipulated and altered through intentional and unintentional means, (4) are partial and therefore inherently incomplete representations of the Contract Documents, and (5) may include inaccuracies clarified elsewhere in the Contract documents. Consequently, ONLY the COMPLETE Printed Contract Documents, as amended, shall serve as the basis for the scope, quantity, and quality of the work required for the Project. Under no circumstances whatsoever shall GMC and/or its Consultants be or become liable to anyone for the accuracy or completeness of information included in requested electronic files. The burden of, and responsibility for, determining the fitness of data included in electronic files falls solely and completely on the User.

LIMITED USE: The use of any digital file(s) is solely limited to the listed Project below. In no event shall files be utilized for any other Project, or any use beyond the use specifically listed herein. Further, under no circumstances may the General Contractor or and Sub-Contractor submit files furnished under this Agreement as required shop drawing submittals. By execution of this Agreement, the User acknowledges these limitations, and shall comply fully therewith.

CONFIDENTIALITY: User agrees to hold Project information strictly confidential, and User agrees it shall limit the use of transmitted electronic files solely to those applications necessary to perform work required for the Project.

INDEMNIFICATION: User hereby agrees to indemnify, defend, and hold harmless GMC, its directors, officers, and employees, and its Consultants, Consultant's directors, Consultants officers and employees, and the insurers, agents, and affiliates of both GMC and its Consultants, from any and all liability including claims for consequential damages or attorney's fees that may arise out of or relate in any matter to the authorized or unauthorized use, reuse, or alteration of this information by User, its employees or agents, vendors, contractors, sub-contractors, or any other party.

REVISIONS: The Contract Documents are subject to change, and revisions are not always incorporated throughout the documents. It is the User's sole responsibility to review the complete current Contract Documents, and identify inconsistencies between the electronic files and the current Contract Documents.

DIGITAL PROTOCOL: The USER is solely responsible for examination of digital files for virus contamination. Neither GMC nor its Consultants, or the directors, officers, employees, insurers, agents, or affiliates of either are responsible for damages incurred due to virus contamination, or for software version and/or file compatibility, or any similar hardware or software compliance issues.

FEE STRUCTURE: Prior to conversion of files, GMC must receive this complete Electronic File Conversion and Transfer Agreement, completed in full, and executed by a representative of the User with authorization to enter into contracts on behalf of the User.

		PER SHEET FEE
Civil	C	\$125
Architecture	A	\$150
Structural	S	\$125
Mechanical	M, P, FP	\$125
Electrical	E	\$125
Acoustical & AV	AV	\$125
Other	G, FS, etc.	\$100

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

- 1.1** Application for Payment shall be executed on AIA Document G702 Contractor's Application for Payment, along with AIA Document G703 Continuation Sheet. A draft copy is attached for reference. Copies of G702 and G703 are available for viewing in the office of the Architect, and may be purchased from an AIA documents vendor by the Contractor.

END OF APPLICATION AND CERTIFICATE FOR PAYMENT FORM

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO: 001	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	
		CONTRACT FOR: General Construction	
		CONTRACT DATE:	
		PROJECT NOS: / /	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work	
(Column D + E on G703: \$0.00)=	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: _____

State of: _____
County of: _____

Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)


CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PROGRESS SCHEDULE AND REPORT			CONTRACTOR:						DATE OF REPORT:					
PROJECT: BOB HARRISON CENTER PICKLEBALL HUNTSVILLE, ALABAMA			ARCHITECT: GOODWYN, MILLS & CAWOOD, INC. 2400 5 TH AVE S, SUITE 200 BIRMINGHAM, AL 35233						PROCEED DATE:					
PROJECT NO.: LHUN260002									PROJECTED COMPLETION DATE:					

WORK DIVISION	%	AMOUNT													≥ MONTH
1. GENERAL REQUIREMENTS															
2. SITEWORK															
3. CONCRETE															
4. MASONRY															
5. METALS															
6. WOOD AND PLASTICS															---100%
7. THERMAL AND MOISTURE PROTECTION															----90%
8. DOORS AND WINDOWS															----80%
9. FINISHES															----70%
10. SPECIALTIES															----60%
11. EQUIPMENT															----50%
12. FURNISHINGS															----40%
13. SPECIAL CONSTRUCTION															----30%
14. CONVEYING SYSTEMS															----20%
15. MECHANICAL															----10%
16. ELECTRICAL															----0%
TOTAL ORIGINAL CONTRACT	100%														
ANTICIPATED DRAW IN \$1,000's															
ACTUAL DRAW IN \$1,000's															


LEGEND: ANTICIPATED ACTIVITY ACTUAL ACTIVITY ANTICIPATED CASH FLOW ACTUAL CASH FLOW

USE ADDITIONAL SHEET IF JOB IS SCHEDULED MORE THAN 12 MONTHS

INVENTORY OF STORED MATERIALS

Project: BOB HARRISON CENTER PICKLEBALL
HUNTSVILLE, AL

For Estimate No. _____

For Period Ending _____

Contractor:

GM&C Project No. LHUN260002

A	B	C	D	E	F
DESCRIPTION	MATERIALS STORED LAST PERIOD	PURCHASED THIS PERIOD	TOTAL COLUMNS B + C	MATERIALS USED THIS PERIOD	MATERIALS PRESENTLY STORED

To be used as documentation to support value of Stored Materials reported on APPLICATION AND CERTIFICATE FOR PAYMENT.

CHANGE ORDER FORM

- 1.1** Changes to the Contract shall be made using AIA Document G701 Change Order. A draft copy is attached for reference. Copies of G701 are available for viewing in the office of the Architect, and may be purchased from an AIA documents vendor by the Contractor.

END OF CHANGE ORDER FORM

DRAFT AIA[®] Document G701[™] - 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

CHANGE ORDER INFORMATION:

Contract For:

Change Order Number:

Date:

Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The original Contract Sum was

\$ 0.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 0.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 0.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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

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

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

- 1.1** Certificate of Substantial Completion shall be executed using AIA Document G704 Certificate of Substantial Completion. A draft copy is attached for reference. Copies of G704 are available for viewing in the office of the Architect, and may be purchased from an AIA documents vendor by the Contractor.

END OF CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

DRAFT AIA[®] Document G704[™] - 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CERTIFICATE INFORMATION:

Certificate Number:

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

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

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

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

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

WORK TO BE COMPLETED OR CORRECTED

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

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

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

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

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

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

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

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

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

ADVERTISEMENT FOR COMPLETION FORM

LEGAL NOTICE

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

(Name of Contractor)

has completed the Contract for Construction of

(Name of Project)

(Insert location data in County or City)

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

GOODWYN MILLS CAWOOD, LLC.
2400 5th Avenue South, Suite 200
Birmingham, Alabama 35233
(Architect)

(Name of Contractor)

(Business Address)

NOTE: This notice must be run once a week for four successive weeks in the County where the project is located for projects exceeding \$50,000.00. For projects of less than \$50,000.00, run one time only. Proof of publication is required, by submittal of certified ad copy in duplicate.

**SECTION 00 3100
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
 - 1. Site and Utility Survey: The site survey of existing conditions of the site is included in the landscape drawings.
 - 2. Geotechnical Report: The Geotechnical Report is included in these Specifications following this Section.

1.02 PERMITS

- A. The General Contractor is responsible for obtaining and paying for all permits required by the Contract Documents and by law associated with the project, including but not limited to Permit Fees, Plan Review Fees, Inspection Fees, and administrative Fees levied by the AHJ or other government agencies with authority over the project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

3.01 OBTAINMENT OF PERMITS

- A. Contractor to obtain the following required permits, at no cost to Owner:
 - 1. Building Permit for all trades.
- B. Building Permit Procedures: Where Building Permit(s) are required by law, the General Contractor shall:
 - 1. Complete and file permit application(s) with appropriate agency.
 - a. Submit application within five days of the Notice to Proceed.
 - 2. Pay required fees.
 - 3. Advise Landscape Architect if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.

4. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION 00 3100

ATTACHMENT "A"
TO PROPOSAL FORM

GENERAL CONTRACTOR _____

UNIT PRICES: The undersigned proposes the following Unit Prices for additions to or deductions from the Work wherein Unit Prices are applicable as determined by the Architect and Owner. These Unit Prices include all charges for labor and materials, fees, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work in place. The Contract Sum shall be increased or decreased based upon quantity difference multiplied by the applicable Unit Price, in accordance with the General Conditions of the Construction Contract.

Refer to Section 01 2200 – Unit Prices and the respective item Specification Section for the complete Unit Price item description, quantities, units, and measurement thereof.

Submit the following Unit Prices with the Proposal Form on Bid Date.

	UNIT PRICE ITEM	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ALLOWANCE INCLUDED IN BID
A	4" PEDESTRIAN CONCRETE PAVING	SF	650	\$ _____	\$ _____

Unit Abbreviations: Each Item (EA), Ton (TN), Cubic Yard (CY), Square Yard (SY), Cubic Foot (CF), Square Foot (SF), Linear Foot (LF).

SIGNED this _____ day of _____, 2025.

CONTRACTOR

(Contractor Company Name)

By:

(Signee's Printed Name and Title)

**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contingency allowance.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 DESCRIPTION OF REQUIREMENTS:

- A. Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by change order.
- B. Types of allowances scheduled herein for the work included the following:
 - 1. Lump sum allowances.
- C. Selection and Purchase:
 - 1. At earliest feasible date after award of Contract, advise Architect/Engineer of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.
 - 2. As requested by the Architect/Engineer, obtain and submit proposals for the work of each allowance for use in making final selections; include recommendations for selection which are relevant to the proper performance of the work.

3. Purchase products and systems as specified, and as selected (in writing) by the Architect/Engineer.
 4. Submit proposals and recommendations, for purchase of products or systems of allowances, in form specified for change orders.
- D. Change Order Data: Include in each change order proposal both the quantities of products being purchased and unit costs, along with total amount of purchases to be made. Where requested, furnish survey-of-requirements data to substantiate quantities. Indicate applicable delivery charges, amounts of applicable trade discounts, and other relevant details as requested by the Architect.
1. Each change order amount for allowances shall be based on the unit price difference between the actual purchase amount and the allowance, multiplied by the final measure or count of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
 2. Include overhead and profit in the Contractor's Allowance.
 3. When requested, prepare explanations and documentation to substantiate the quantities, costs, and margins as claimed.
- E. Change Order Mark-Up:
1. Except as otherwise indicated, comply with provisions of General Conditions. For each allowance, Contractor's claims for increased costs (for either purchase amount or Contractor's handling, labor, installation, overhead, and profit), because of a change in scope or nature of the allowance work as described in contract documents, must be submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.
 2. Where it is not economically feasible to return unused material to the manufacturer/supplier for credit, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.
- F. Time and Allowance Amounts:
1. Nothing in the Bid or Contract Documents shall be so construed or interpreted as to provide a Contract time extension, due to use or non-use of any Allowance amount.
 2. Nothing in the Bid or Contract Documents shall be so construed or interpreted as to allow unused Allowances or any portion thereof, nor any overhead and profit therefor to be retained by or paid to the Contractor.

- a. Full amount of unused allowances shall be returned to the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF LUMP SUM ALLOWANCES:

A. Allowance No. 1 – CONTINGENCY ALLOWANCE

1. Allow a lump sum for unforeseen circumstances which may arise during construction.
Items to have prior approval in writing to compensated for said work.
2. Allowance Amount: \$25,000.00
3. **Include overhead and profit in base bid, and not part of allowance.**

END OF SECTION 01 2100

SUBMITTAL NUMBERING / TRACKING

005 - 09650 - 01A

Consecutive
Submittal
For Project

Specification
Section

First submittal
for spec section
02 = 2nd submittal
for spec section

A = First time submitted
for that section/item.
B = Indicates resubmittal
C = 3rd submittal for same item

INCLUDE ARCHITECT'S PROJECT NUMBER ON ALL SUBMITTAL TRANSMITTALS

**** Architect's Project No. & Name: LHUN260002 BOB HARRISON
CENTER PICKLEBALL
Huntsville, Alabama**

REQUEST FOR INFORMATION

RFI No. _____

DATE: _____

PROJECT NAME: _____

GM&C PROJECT No. _____

FROM: _____

PROJECT MANAGER: _____

GOODWYN, MILLS & CAWOOD, INC.

2701 First Avenue South, Suite 100

Birmingham, AL 35233

REQUEST:

SIGNATURE: _____

SUGGESTION:

RESPONSE: ROUTING: _____

DATE REC'D: _____

SIGNATURE: _____

DATE RET'D: _____

DISTRIBUTION: Contract Administrator Consultant _____ _____ _____

*** SEND THIS FORM TO THE CONTRACT ADMINISTRATION COORDINATOR ***

SUBSTITUTION REQUEST

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____
Attn: _____ A/E Project No.: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page and Paragraph: _____

Proposed Substitution: _____

Trade Name: _____

Manufacturer: _____ Model No.: _____

Mfg. Address _____ City, State, zip: _____ Phone: _____

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

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

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____ E-mail: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specifications, Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specifications Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**SECTION 02 4100
DEMOLITION**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.
- B. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 00 2100 - Allowances: Hazardous Materials remediation if required.
- D. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- F. Section 01 7000 – Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2004.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.

3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications:
1. Company specializing in the type of work required.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
1. Where required by local Health Department or other authorities having jurisdiction, provide certificate of pest and rodent eradication and subsequent inspection completed prior to and after building demolition.
- C. Pre-demolition Conference: Demolition will be reviewed at required Preconstruction Conference for the Project.
1. In addition, conduct pre-demolition conferences at Project site with Owner's representatives, to provide final notice to and coordination with Owner's representatives and on-site personnel.
- D. Notices: Contractor shall provide all notices required by Code, applicable regulations, ordinances and/or local and other authorities having jurisdiction.
1. All notices shall be in writing, with copies provided to the Owner and Engineer.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 SCOPE

- A. Remove items indicated.
- B. Salvage, relocate, or recycle as directed and as applicable.
1. The Owner reserves the right of first refusal for any structures, materials, and/or accessory items on site or within the buildings including, but not limited to, fire alarm panels and accessories, door hardware, electrical transformers, copper tubing, onsite trees and shrubs, and other items of value that may or may not be shown on the plans or called out in the project manual. Any items removed from the site without prior approval from the Owner will be paid to the Owner by the contractor at two times (2x) the market value.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permit.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of Notification To Proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed and delivered to a location as directed by the Owner.
- D. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- E. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.

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3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
 - G. If hazardous materials are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, and mercury.
 1. Removal of asbestos shall be subject to state and local regulatory requirements.
 - H. Perform demolition in a manner that maximizes salvage and recycling of materials.
 1. Dismantle existing construction and separate materials.
 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
 - I. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies.
 1. The locations of existing underground utilities are shown in an approximate manner only. The Contractor shall determine exact location of all existing utilities before commencing work. The contractor shall be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities. The Contractor shall contact Alabama One Call (811) a minimum of 48 hours prior to excavation and Enterprise State Community College School Facilities a minimum of 5 days prior to excavation in order to give both entities enough time to mark utilities. If no paint is visible, Contractor shall not perform excavation until verifying with Enterprise State Community College School Facilities that the work site is cleared for excavation.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 5 days prior written notification to Owner.

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- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
 - G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Engineer or Engineers before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities, but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.

2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash and legally dispose of off-site.
- B. Remove from site all materials not to be reused on site; do not burn or bury.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 4100

**SECTION 03 3000
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes:
 - 1. Formwork.
 - 2. Reinforcing.
 - 3. Cast-in place concrete including mix design, placement procedures, and finishes.
- B. Cast-in-place concrete includes the following:
 - 1. Foundations and footings.
 - 2. Slabs-on-grade.
 - 3. Slabs on steel deck.
 - 4. Equipment pads and bases.
- C. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- D. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 31 2000, "Earthwork": Drainage fill under slabs on grade.
 - 2. Section 32 1313, "Concrete Paving": Concrete paving and walks.
 - 3. Section 07 9200, "Joint Sealants": Sealants and joint fillers in concrete work.

1.02 SUBMITTALS:

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Architect.
- C. Synthetic Microfiber:

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1. Submit documentation from synthetic macrofiber manufacturer showing that proposed fiber dosage will meet or exceed specified fe_3 value per ASTM C1609.
 2. Submit ICC Evaluation Service Report from fiber manufacturer indicating that synthetic macrofiber has been tested in concrete to meet the requirements of ICC-AC308.
- D. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.
- E. Samples of materials as requested by Architect, including names, sources, and descriptions, as follows:
1. Color finishes.
 2. Normal weight aggregates.
- F. Laboratory test reports for concrete materials and mix design test.
- G. Minutes of pre-installation conference.

1.03 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
1. ACI 301, "Specifications for Structural Concrete for Buildings".
 2. ACI 302, "Guide for Concrete Floor and Slab Construction".
 3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
 4. ACI 305, "Hot Weather Concreting".
 5. ACI 306, "Cold Weather Concreting".
 6. ACI 309, "Guide for Consolidation of Concrete".
 7. ACI 311, "Recommended Practice for Concrete Inspection".
 8. ACI 318, "Building Code Requirements for Reinforced Concrete".
 9. ACI 347, "Recommended Practice for Concrete Formwork".

10. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
 11. American Welding Society, AWS D1.4 "Structural Welding Code - Reinforcing Steel".
- B. Concrete Testing Service: Engage a testing agency acceptable to Architect to perform material evaluation tests and to design concrete mixes.
- C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings" and the following:
1. At least 35 days prior to submitting design mixes, conduct a meeting to review detailed requirements for preparing concrete design mixes and to determine procedures for satisfactory concrete operations. Review requirements for submittals, status of coordinating work, and availability of materials. Establish preliminary work progress schedule and procedures for materials inspection, testing, and certifications. Require representatives of each entity directly concerned with cast-in-place concrete to attend conference, including, but not limited to, the following:
 - a. Contractor's superintendent.
 - b. Agency responsible for concrete design mixes.
 - c. Agency responsible for field quality control.
 - d. Ready-mix concrete producer.
 - e. Concrete subcontractor.
 - f. Primary admixture manufacturers.

PART 2 - PRODUCTS

2.01 FORM MATERIALS:

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.

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2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
 - C. Form Liner:
 1. Type 1 - Water Wall: Pattern 16020 Rough Sawn Plank, Rough Grain Plank, horizontal orientation by Fitzgerald Formliners, or equal. Coordinate location with architectural drawings.
 - D. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - E. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to the plane of the exposed concrete surface.
 - F. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

2.02 REINFORCING MATERIALS:

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.
- D. Deformed-Steel Welded Wire Fabric: ASTM A 497.
- E. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.
 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

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- F. Threaded Dowels: Continuous threaded high-strength steel bars equal to "Lasstud" by Richmond Screw Anchor Co., Inc. Provide inserts compatible with dowels, designed for ultimate pull-out force indicated on the drawings.
 - G. Mechanical Splices: Equal to "Cadweld Rebar Splices", as manufactured by Erico Products, Inc., "C" Series, for developing 125% of minimum ASTM specified yield strengths, unless otherwise noted on drawings.
 - H. Steel Shapes, Plates and Rods: Conform to ASTM A 36, "Specification for Structural Steel".
 - I. Do Not Weld Reinforcing Steel: Unless specifically noted on drawings. If welding is shown, conform to latest revision of AWS D12.1, "Reinforcing Steel Welding Code of the American Welding Society". Perform all welding with certified welders qualified per AWS.
 - J. Synthetic Microfiber: Polypropylene/polyethylene synthetic macrofiber complying with ASTM C 1116 Type 3, minimum 1/2 inch length.
 - 1. Basis of Design:
 - a. Euclid Chemical Company (The); PSI Fiberstrand 100; www.euclidchemical.com
 - 2. Fiber manufacturer shall have ISO 9001 certification.
 - 3. Synthetic macrofiber shall be tested in concrete to meet the requirements of ICC-AC308
 - 4. Fiber must provide minimum plastic shrinkage crack reduction of 86 percent when tested in accordance with ASTM C1579.

2.03 CONCRETE MATERIALS:

- A. Portland Cement: ASTM C 150, Type I.
 - 1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.
- B. Fly Ash: ASTM C 618, Type F or C.
 - 1. Limit use of fly ash to not exceed 20 percent of cement content by weight.
- C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.
 - 1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.

2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Architect.
- D. Water: Potable.
- E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.
- F. Shrinkage Compensating Admixture: Powdered admixture used for the compensation and reduction of shrinkage in concrete. Functional mechanism based on the formation of an expansive Type G component, which produces a calcium hydroxide platelet crystal system based on calcium aluminate/calcium hydroxide, as specified in ACI 223.
1. Products:
 - a. Euclid Chemical Company (The); Conex, www.euclidchemical.com
 - b. Approved equal.
- G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Air-Tite, Cormix Construction Chemicals.
 - b. Air-Mix or Perma-Air, Euclid Chemical Co.
 - c. Darex AEA or Daravair, W.R. Grace & Co.
 - d. MB-VR or Micro-Air, Master Builders, Inc.
 - e. Sealtight AEA, W.R. Meadows, Inc.
 - f. Sika AER, Sika Corp.
- H. Water-Reducing Admixture: ASTM C 494, Type A.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. PSI N, Cormix Construction Chemicals.
 - b. Eucon WR-75, Euclid Chemical Co.
 - c. WRDA, W.R. Grace & Co.

- d. Pozzolith Normal or Polyheed, Master Builders, Inc.
 - e. Plastocrete 161, Sika Corp.
- I. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Eucon 37, Euclid Chemical Co.
 - b. WRDA 19 or Daracem, W.R. Grace & Co.
 - c. Rheobuild or Polyheed, Master Builders, Inc.
 - d. Sikament 300, Sika Corp.
- J. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Accelguard 80, Euclid Chemical Co.
 - b. Daraset, W.R. Grace & Co.
 - c. Pozzutec 20, Master Builders, Inc.
- K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Eucon Retarder 75, Euclid Chemical Co.
 - b. Daratard-17, W.R. Grace & Co.
 - c. Pozzolith R, Master Builders, Inc.
 - d. Protard, Prokrete Industries.
 - e. Plastiment, Sika Corporation.

2.04 PROPORTIONING AND DESIGNING MIXES:

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial mixtures or field experience methods as specified in ACI 318-89 Section 5.3. If trial mixtures method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing, unless otherwise acceptable to Architect.

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- B. Trial mix designs and strength tests, made by qualified independent material laboratory, in accordance with ACI 318-89 Section 5.3 are required for the following types of concrete:
1. Normal weight concrete with specified strength in excess of 4000 psi.
 2. All concrete designs for which a suitable experience record is not available.
- C. Mix design based on a record of past performance in accordance with ACI 318-89 Section 5.3, may be provided by qualified concrete supplier or precast concrete manufacturer for concrete designs. Mix design shall be certified by an independent testing laboratory.
- D. All concrete mix designs shall include the following information:
1. Proportions of cement, fine and coarse aggregate and water.
 2. Water/cement ratio, design strength, slump and air content.
 3. Type of cement and aggregates.
 4. Type and dosage of all admixtures.
 5. Type, color and dosage of integral coloring compounds, where applicable.
 6. Special requirements for pumping.
 7. Any special characteristics of the mix which require precautions in the mixing, placing or finishing techniques to achieve the finished product specified.
- E. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix designs have been reviewed by Architect.
- F. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
1. Subjected to freezing and thawing: W/C 0.45.
 2. Subjected to deicers/watertight: W/C 0.40.
 3. Subjected to brackish water, salt spray, or deicers: W/C 0.40.
- G. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
1. Ramps and sloping surfaces: Not more than 3 inches.
 2. Reinforced foundation systems: Not less than 1 inch and not more than 3 inches.

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3. Concrete containing high-range water-reducing admixture (superplasticizer): Not more than 8 inches after adding admixture to site-verified 2-to-3-inch slump concrete.
 4. Other concrete: Not less than 3 inches and not more than 5 inches.

2.05 ADMIXTURES:

- A. Use Shrinkage Compensating Admixture in all exterior slabs as required by the plans and specs.
- B. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
- C. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg.F (10 deg.C).
- D. Use high-range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cement ratios below 0.50.
- E. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:
 1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
 - a. percent (moderate exposure); 5.5 percent (severe exposure) for 1-1/2-inch maximum aggregate.
 - b. percent (moderate exposure); 6.0 percent (severe exposure) for 1-inch maximum aggregate.
 - c. percent (moderate exposure); 6.0 percent (severe exposure) for 3/4-inch maximum aggregate.
 - d. percent (moderate exposure); 7.0 percent (severe exposure) for 1/2-inch maximum aggregate.
 2. Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent air.
- F. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.06 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.
 - 1. When air temperature is between 85 deg.F (30 deg.C) and 90 deg.F (32 deg.C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg.F (32 deg.C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.02 FORMS:

- A. General: Design, erect, support, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:
 - 1. Provide Class A tolerances for concrete surfaces exposed to view.
 - 2. Provide Class C tolerances for other concrete surfaces.
- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.
- D. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.

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- E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
 - F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
 - G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

3.03 PLACING REINFORCEMENT:

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.
 - 1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Architect.
- D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.04 JOINTS:

- A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Architect.
- B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.

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- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.
 - D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
 - E. Isolation Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade at points of contact between slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Joint fillers and sealants are specified in Section 07 9200 - "Joint Sealants".
 - F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 1/8 inch wide by one-fourth of slab depth or inserts 1/4 inch wide by one-fourth of slab depth, unless otherwise indicated.
 - 1. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
 - 2. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
 - 3. If joint pattern is not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays).
 - 4. Joint fillers and sealants are specified in Division 7 Section "Joint Sealants."

3.05 PREPARING FORM SURFACES:

- A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
- B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.
 - 1. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

3.06 CONCRETE PLACEMENT:

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
 - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete complying with ACI 309.
 - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.
- E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.
 - 1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
 - 2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 - 3. Maintain reinforcing in proper position on chairs during concrete placement.

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- F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- G. When air temperature has fallen to or is expected to fall below 40 deg.F (4 deg.C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg.F (10 deg.C) and not more than 80 deg.F (27 deg.C) at point of placement.
1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.
1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg.F (32 deg.C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
 3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
 4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Architect.

3.07 FINISHING FORMED SURFACES:

- A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected

form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

- C. Smooth-Rubbed Finish: Provide smooth-rubbed finish on scheduled concrete surfaces that have received smooth-formed finish treatment not later than 1 day after form removal.
 - 1. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.08 MONOLITHIC SLAB FINISHES:

- A. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.
 - 1. After placing slabs, finish surface to tolerances specified in Section 3.11. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.
- B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.
 - 1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances specified in Section 3.11. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- C. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.

-
1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances specified in Section 3.11. Grind smooth any surface defects that would telegraph through applied floor covering system.
- D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.
- E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- F. Colored Wear-Resistant Finish: Apply a colored wear-resistant finish to monolithic slab surface indicated.
1. Apply dry shake materials for the colored wear-resistant finish at a rate of 100 lb per 100 sq. ft., unless a greater amount is recommended by material manufacturer.
 2. Cast a trial slab approximately 10 feet square to determine actual application rate, color, and finish, as acceptable to Architect.
 3. Immediately following the first floating operation, uniformly distribute with mechanical spreader approximately two-thirds of the required weight of the dry shake material over the concrete surface, and embed by power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications to ensure uniform color, and embed by power floating.
 4. After broadcasting and floating, apply a trowel finish as specified. Cure slab surface with a curing compound recommended by the dry shake material manufacturer. Apply the curing compound immediately after the final finishing.

3.09 FLOOR FLATNESS/LEVELNESS REQUIREMENTS:

- A. After placing slabs, finish surface to the following tolerances of F(F) (floor flatness) and F(L) (floor levelness) measured according to ASTM E 1155:

END OF CAST-IN-PLACE CONCRETE

END OF SECTION 03 3000

**SECTION 31 1000
SITE CLEARING**

PART 3 EXECUTION

1.01 CLEARING AND GRUBBING

- A. Clearing: Cut trees, stumps, shrubs, downed timber, and other vegetation for removal within identified area as indicated on drawings according to 29 CFR 1910.266. Follow recommendations of ANSI Z133 and best local practices for species involved.
- B. Do not remove or damage vegetation beyond limits indicated on drawings.

1.02 SELECTIVE REMOVAL AND TRIMMING

- A. Selective Removal: Individual tree and shrub identified for removal as indicated on drawings according to 29 CFR 1910.266.
- B. Selective Trimming: Individual limbs and branches cut back according to ANSI A300 Part 1 identified for removal as indicated on drawings. Follow recommendations of ANSI Z133 and best local practices for species involved.

1.03 REMOVED VEGETATION PROCESSING

- A. Do not burn, bury, landfill, or leave on-site, except as indicated on drawings.
- B. Trees: Sell if marketable.

END OF SECTION 31 1000

**SECTION 31 2200
GRADING**

END OF SECTION 31 2200

**SECTION 31 2316
EXCAVATION**

END OF SECTION 31 2316

**SECTION 32 9100
PLANTING SOILS AND PREPARATION**

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Existing Soil Modifications
- B. Planting Soil Mixes
- C. Fine Grading

1.02 RELATED SECTIONS

- A. 32 8000 - Irrigation
- B. 32 9300 - Plants

1.03 REFERENCES

- A. US Composting Council - www.compostingcouncil.org
- B. Methods of Soil Analysis, published by the Soil Science Society of America - www.soils.org

1.04 PRICE AND PAYMENT PROCEDURES

1.05 DEFINITIONS

- A. Modified Existing Soil: on-site soil that shall be used as Planting Soil after specified modifications.
- B. Subgrade: surface or elevation of subsoil remaining after completion of excavation, or top surface of a fill or backfill, before placing Planting Soil.
- C. Topsoil: naturally produced and harvested soil from the A horizon or upper layers of the pedosphere that have been stockpiled on site or imported.
- D. Planting Soil (Planting Soil Mix): soil mixes described in PART 2 and Modified Existing Soils that will be used to support the life and health of plants after installation.

1.06 SUBMITTALS

- A. Submit all product submittals eight weeks prior to the start of the soil work.
- B. Submit 1-gallon samples of each Planting Soil Mix, Coarse Sand, and Compost detailed below to the Landscape Architect. Label each sample with the product/soil type name, characteristics,

and locations in the Work. Samples shall be submitted at the same time as the analysis and report of that material.

- C. Submit manufacturers or supplier's product data and certified analysis for standard products and bulk materials, complying with testing requirements and referenced standards and specific requested testing.

1. For each Compost product submit the following analysis by a recognized laboratory:

- a. pH
- b. Moisture content %, wet weight basis

2. For Coarse Sand product submit the following analysis by a recognized laboratory:

- a. pH
- b. Particle size distribution.

D. Soil Testing Reports

1. Submit soil test analysis for all Topsoils and Planting Soil Mixes included in Part 2 of this Section as well as for existing soils at the site.

- a. If tests fail to meet the specifications, obtain other sources of material, retest and resubmit until accepted by the Landscape Architect.
- b. Soil testing will be at the expense of the Contractor.

2. Provide the following soil properties:

- a. Particle size analysis (% dry weight) and USDA soil texture analysis.
- b. USDA gradation of gravel, coarse sand, medium sand, fine sand, silt, and clay.
- c. pH and buffer pH.
- d. Percent organic content by oven dried weight.
- e. Nutrient levels by parts per million including: phosphorus, potassium, magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil.

1.07 QUALITY ASSURANCE

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- A. The installer shall be a firm having at least five years of experience in projects similar in scope to that required for the Work. The installer of the Work in Section 32 9300 will be the same firm installing the Work in this section.
 - 1. There shall be an experienced full-time supervisor, who can communicate in English, on site during the installation of this Section's Work.
 - B. Soil testing laboratory shall be an independent laboratory, with experience and capability to conduct indicated testing and that specializes in USDA agricultural soil testing, soil mix testing, and other tests to be performed. Geotechnical engineering testing labs shall not be used.
 - C. Planting Soils shall conform to the approved submittal's sample color, texture and approved test analysis.
 - 1. The Landscape Architect may request samples of delivered or installed soil to be for testing to confirm Planting Soils' conformity to approved material.
 - 2. Testing shall be performed by the same soil testing laboratory that performed the original soil testing.
 - 3. Testing results shall be within 10% of values measured in approved Planting Soil Mixes.
 - D. Test soil compaction with a penetrometer following installation or modification of Planting Soil. Have a soil penetrometer and moisture meter on site at all times.

1.08 PRE-CONSTRUCTION MEETING

- A. Schedule a pre-construction meeting with the Landscape Architect at least two weeks before beginning work to discuss the Work, administrative procedures during construction, and project schedule.

1.09 PERMITS AND REGULATIONS

- A. Acquire all permits related to the Work. If a conflict exists between permit requirements and the work outlined in the contract documents, promptly notify the Landscape Architect in writing including a description of any necessary changes and the resulting changes to the contract price.
- B. Adhere to all Federal, State, and local laws and ordinances bearing on the operation or conduct of the work as drawn and specified. This includes, but is not limited to all regulations relating to the inspection for disease and insect control.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Do not mix, deliver, place or grade soils when frozen or with moisture above field capacity.

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- B. Protect soil and soil stockpiles, including the stockpiles at the soil blender's yard, from wind, rain and washing that can erode soil or separate fines and coarse material, and contamination by chemicals, dust and debris that may be detrimental to plants or soil drainage. Cover stockpiles with plastic sheeting or fabric at the end of each workday.
 - C. Coordinate bulk material delivery and storage with Landscape Architect and confine materials to neat piles in areas acceptable to Landscape Architect.

PART 2 PRODUCTS

2.01 COMPOST

- A. Blended and ground leaf, wood and other plant-based material.
 - 1. Commercially prepared and meets the US Compost Council STA/TMECC criteria.
 - 2. Complies with the following parameters:
 - a. pH: 5.5-8.0
 - b. Soluble Salt Concentration: Maximum 10 dS/m.
 - c. Moisture Content: 30 -60%
 - d. Particle Size: 98% pass through ¾ inch screen or smaller.
 - e. Stability: <8 mg CO₂-C per g OM per day
 - f. Maturity: Minimum 80%
 - g. Physical Contaminants: < 1%
 - h. Chemical Contaminants: Meet or exceed US EPA Class A standard, 40CFR § 503.13, Tables 1 and 3.
 - i. Biological Contaminants: Meet or exceed US EPA Class A standard, 40CFR § 503.32(a) levels.

2.02 COARSE SAND

- A. ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.8 and 3.2
 - 1. Clean, sharp, natural coarse sands free of limestone, shale and slate particles with a pH lower than 7.0.
 - 2. Particle size distribution:

3/8 inch (9.5 mm)	100%
No 4 (4.75 mm)	95-100%
No 8 (3.36 mm)	80-100%
No 16 (1.18 mm)	50-85%
No 30 (0.60 mm)	25-60%
No 50 (0.30 mm)	10-30%
No 100 (0.15 mm)	2-10%
No 200 (0.075 mm)	2-5%

2.03 TOPSOIL

A. Fertile, friable, naturally occurring soil containing less than 5% total volume of the combination of subsoil, refuse, roots larger than 1 inch diameter, heavy clay, stones larger than 2 inches, noxious weeds and seeds, sticks, brush, litter, or any substance that is harmful to plant growth.

1. Complies with the following criteria:
 - a. Soil texture: USDA loam, sandy clay loam or sandy loam with clay content between 15% and 25%. Combined clay/silt content of no more than 55%.
 - b. pH value shall be between 5.5 and 7.0
 - c. Percent organic matter (OM): 5.0% - 10%, by dry weight.
 - d. Soluble salt level: less than 2 mmho/cm.
 - e. Soil chemistry suitable for growing the plants specified.
2. Topsoil existing at the site may be acceptable if it meets the above criteria.

2.04 PLANTING SOIL MIXES

A. PLANTING SOIL MIX 1 - Moderately slow draining soil for trees and shrub beds.

1. A mix of Imported Topsoil, Coarse Sand, and Compost. The approximate mix ratio shall be:

Imported Topsoil(unscreened)	45-50%
Coarse Sand	40-45%
Compost	10%

2. *Mix component % by moist volume
3. Final tested organic matter between 2.75%-4% by dry weight.

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4. Mix Coarse Sand and Compost first, then add Imported Topsoil. Mix with loader bucket, do not over mix. Do not use soil blending machine, do not screen the soil. Clumps of soil, Compost, and Coarse Sand will be permitted in overall mix.
 5. Add fertilizer according to rates recommended by the soil tests at time of final grading.

2.05 FERTILIZER

- A. Fertilizer types and rates are determined upon the soil tests results. Recommended fertilizer shall be added to soil mixes prior to final screening and prior to delivery to project site.

2.06 LIME

- A. ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36 mm) sieve and a minimum of 75 percent passing through No. 60 (0.25 mm) sieve.
 2. Form: Provide lime in form of finely ground dolomitic limestone.

PART 3 EXECUTION

3.01 SITE CONDITIONS:

- A. Coordinate the Work of this Section with that of other trades.
- B. Be aware of all surface and sub-surface conditions, including utilities, and notify the Landscape Architect, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
 1. Notification of Local Utility Locator Service, 811, is required for all areas within project area: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the Local Utility Locator Service.
- C. Prior to installation of Planting
 1. Confirm that surfaces receiving Planting Soils or modifications to existing soils are free of construction debris, refuse, compressible or biodegradable materials, stones and sticks larger than two inches in diameter, soil crusting films of silt or clay that hinders drainage into subsoils, and/or standing water. Remove unsuitable material from site.
 2. Confirm no adverse drainage conditions are present.
 3. Confirm that utility work has been completed as indicated in the Drawings.

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4. Confirm that Irrigation work, which is shown to be installed below prepared soil levels, has been completed.

D. Notify the Landscape Architect immediately of unsatisfactory conditions.

3.02 PLANTING SOIL INSTALLATION

- A. Excavate to the proposed subgrade. Do not over excavate compacted subgrades of adjacent pavements or structures. Maintain a supporting 1:1 side slope of compacted subgrade material along edges of all paving and structures where the bottom of paving or structure is above bottom elevation of excavated planting area.
 1. Prior to installing Planting Soil, the Landscape Architect shall approve the condition of the subgrade, subgrade preparation, and subsurface drainage.
 2. Slope subgrade elevations approximately parallel to finished grade elevations and/or towards the subsurface drain lines as indicated in the Drawings.
- B. Equipment used to install or grade Planting Soils shall be wide tracked or balloon tire machines rated with a ground pressure of 4 psi or less. All grading and soil delivery equipment shall have buckets equipped with 6-inch teeth to scarify any soil that becomes compacted.
- C. Scarify the subgrade material to a depth of 3-6 inches with the teeth of the back hoe, loader buckets, tiller or other suitable device.
 1. If area becomes overly compacted, loosen again prior to installing the Planting Soil.
- D. Install Planting Soil in 12-18-inch lifts to required depths. Apply compacting forces to each lift as required to attain required compaction. Scarify the top of each lift 3-6 inches prior to adding another lift.
- E. Phase work such that equipment does not have to operate over previously installed Planting Soil.
- F. Where possible, place large trees first and fill Planting Soil around root ball.
- G. The depths and grades shown on the drawings are the final grades after settlement and shrinkage of the compost material. Install Planting Soil at a higher level to anticipate the reduction of volume.

3.03 COMPACTION REQUIREMENTS FOR INSTALLED OR MODIFIED PLANTING SOIL

- A. Soil compaction shall have a density between 75-250 psi as determined by a penetrometer at a soil moisture approximately midway between wilting point and field capacity.

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1. Existing Soil Modifications: compaction measured to depth of modification.
 2. Installed Planting Soil: compaction measured to depth of installation.
- B. Maintain moisture conditions within the Planting Soil during installation or modification to allow for satisfactory compaction. Suspend operations if Planting Soil becomes too wet, apply water if the soil is overly dry.
- C. Provide adequate equipment to achieve consistent and uniform compaction of the Planting Soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
- D. Do not pass motorized equipment over previously installed and compacted soil except as authorized below:
1. Light weight equipment such as trenching machines or motorized wheel barrows.
 2. Follow the requirements of Over Compaction Reduction if work after the installation of the Planting Soil compacts the Planting Soil to levels greater than the above requirements.

3.04 OVER COMPACTION REDUCTION

- A. Dig up and reinstall any soil that becomes compacted to a density greater than the specified density. This includes compaction caused by other subcontractors after the Planting Soil is installed and approved.
- B. Roto tilling shall not be considered adequate to reduce over compaction at levels six inches or below finished grade.

3.05 FINE GRADING

- A. The Landscape Architect shall approve all rough grading prior to the installation of Compost, fine grading, planting, and mulching.
- B. Grade the finish surface of all planted areas to meet the grades indicated on the Drawings, allowing finished grades to remain higher (10-15% of soil modification depth) than the grades on the grading plan to anticipate settlement over first year.
- C. Utilize hand equipment, small garden tractors with rakes, small garden tractors with buckets with teeth for fine grading to keep surface rough without further compaction. Do not use float bottom of loader bucket.
- D. Provide for positive drainage from all areas toward inlets, drainage structures, and/or edge of planting beds. Adjust grades as directed to reflect actual constructed field conditions of

pavements, walls, and inlet elevations. Notify the Landscape Architect if positive drainage is impossible to achieve.

- E. Provide smooth, rounded transitions between slopes of different gradients and direction.
- F. Fill all dips and remove any bumps in the overall plane of the slope.

3.06 CLEAN-UP

- A. Keep site free of trash, pavements reasonably clean and work area in an orderly condition at end of each day. Remove trash and debris from site no less than once a week.
- B. Protect adjacent walls, walks, and utilities from damage or staining by the soil.
- C. Wash all soil from pavements and structures after installation is complete and as needed to prevent damage or staining.
- D. Make all repairs to grades, ruts, and damage done to the Work.
- E. Remove and dispose of excess soils.

3.07 PLANTING SOIL PROTECTION

- A. Protect installed and/or modified Planting Soil from damage including contamination and over compaction due to other soil installation, planting operations, and operations by other contractors or trespassers.
 - 1. Repair or replace damage done by the Contractor to any part of the Work, existing features to remain on site, and features adjacent to the site at no expense to the Owner.
- B. Provide temporary erosion control as needed to stop soil erosion until the site is stabilized with mulch, plantings, or turf.

3.08 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. The date of Substantial Completion of the Planting Soil is the same as the date of Substantial Completion for Section 32 9300 - Plants.

3.09 FINAL ACCEPTANCE

- A. The date of Final Acceptance follows the same criteria as outlined in Section 32 9300 - Plants in addition to the following:
 - 1. Restore any soil settlement and or erosion areas to the grades shown on the drawings. Remove plants and mulch before adding soil and then restore planting. Do not add soil over the root balls of plants or on top of mulch.

END OF SECTION 32 9100

**SECTION 32 9219
GRASS SEEDING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Hydroseeding, mulching and fertilizer.
- D. Maintenance.

1.02 RELATED REQUIREMENTS

- A. Section 32 9100 - Planting Soils and Preparation: Preparation of subsoil and placement of topsoil in preparation for the work of this section.

1.03 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Topsoil samples and analysis.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

2.02 SEED MIXTURE

- A. Seed Mixture: Follow ALDOT seeding schedule for temporary cover unless otherwise noted on plans.

2.03 SOIL MATERIALS

- A. Topsoil: As specified in 32 9100 - Planting Soils and Preparation:
- B. Planting Mix: As specified in 32 9100 - Planting Soils and Preparation:

2.04 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: _____; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- C. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.
- D. Erosion Fabric: Jute matting, open weave. Plastic fabrics will not be accepted.

2.05 TESTS

- A. Provide analysis of topsoil fill under provisions of Section 01 4000.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, _____, soluble salt content, organic matter content, and pH value.
- C. Submit minimum 10 oz sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.
- D. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this Section.

3.02 PREPARATION

- A. Prepare subgrade in accordance with Section 31 2200.
- B. Place topsoil in accordance with 32 9100 - Planting Soils and Preparation

3.03 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

- A. Apply seed at a rate of 3 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

3.05 HYDROSEEDING

- A. Apply seeded slurry with a hydraulic seeder at a rate of 3 lbs per 1000 sq ft evenly in two intersecting directions.
- B. Do not hydroseed area in excess of that which can be mulched on same day.
- C. Immediately following seeding, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

- E. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

3.06 PROTECTION

- A. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
 - 1. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Provide 12 inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
 - 2. Secure outside edges and overlaps at 36 inch intervals with stakes.
 - 3. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
 - 4. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.07 MAINTENANCE

- A. Provide maintenance and at no extra cost to Owner through substantial completion.
- B. See Section 01 7000 - Execution Requirements, for additional requirements relating to maintenance service.
- C. Once established, mow grass at regular intervals to maintain at a maximum height of 3 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- D. Neatly trim edges and hand clip where necessary.
- E. Immediately remove clippings after mowing and trimming.
- F. Water to prevent grass and soil from drying out.
- G. Roll surface to remove minor depressions or irregularities.
- H. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- I. Immediately reseed areas that show bare spots.
- J. Protect seeded areas with warning signs during maintenance period.

END OF SECTION 32 9219

**SECTION 32 9300
PLANTS**

PART 1 GENERAL

1.01 SUMMARY/SECTION INCLUDES

- A. Tree, shrub, ornamental grass, perennial, and groundcover installation.
- B. Post-planting fertilization.
- C. Landscape bed edging and mulch.
- D. Tree staking and guying.
- E. Interim landscape management.

1.02 RELATED SECTIONS

- A. 32 8000 - Irrigation
- B. 32 9100 - Planting Soil and Preparations

1.03 REFERENCES

- A. When the following referenced standards are in conflict with this specification, the requirements of this specification shall prevail.
 - 1. ANSI Z60.1 - American Standard for Nursery Stock, most current edition.
 - 2. ANSI A 300 - Standard practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
 - 3. Reference the following documents for interpretation of plant names and descriptions. Botanical names take precedence over common names. Names not listed in the above standards shall comply with those most commonly used in the trade. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
 - a. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, IL, most current edition.
 - b. Hortus Third: A Concise Dictionary of Plants Cultivated in the United States and Canada, MacMillan Publishing Company, Inc., New York 1976 Edition.

1.04 PRICE AND PAYMENT PROCEDURES

1.05 SUBMITTALS

- A. Submit Proof of Contractor Qualifications as specified in “Quality Assurance” article of this Section including a list of the five completed projects with project name, address, names of Architects and Owners, overall description of scope work, and contract value.
- B. Submit list of plant materials and unit prices demonstrating source and availability within ten days of award of Contract.
 - 1. Include name and address of nurseries. Include quantities, botanical names, common names, and sizes of plant materials.
 - 2. Substitutions are not permitted unless proof is submitted to the Landscape Architect that the plant is unavailable as specified. Request for substitution shall be accompanied with a list of contacted nurseries and sources of potential substitutions that may be of a different size, habit, species and/or cultivar.
- C. Deliver all certificates of inspection to the Landscape Architect.

1.06 QUALITY ASSURANCE

- A. Hold an Alabama General Contractor’s License for Classification S - Specialty Construction, Subclassification 4 - Landscaping. Firm experienced in the successful installation of a minimum of five projects within the last five years similar in scope, quality, and contract value to that indicated for this project. Firm shall have sufficient manpower, equipment and financial resources to complete the Work of this Section.
- B. Use adequate numbers of skilled workmen trained and experienced in the Work and familiar with requirements and methods needed for performance of the Work. Have a person knowledgeable in horticultural practices as an onsite superintendent at all times.
- C. Observation of the Work:
 - 1. The Landscape Architect may observe the work at any time and shall be notified prior to the start of planting, at the completion of plant layout, and at the completion of the planting.
 - 2. The Landscape Architect shall be given the opportunity to tag and review trees in the field or nursery prior to digging. Provide written request to tag trees at least 3 months prior to date of install. If tagging is not undertaken by Landscape Architect, pictures of each tree may be requested to document tree quality prior to install.

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3. The Landscape Architect may review all plants for quality, character, form, and overall health. All plant material is subject to inspection and rejection at any time before, during, or after planting.
 4. Attach secure, durable, legible waterproof labels, stating correct botanical and common name to at least one plant of each plant variety.
- D. Re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Landscape Architect, at the soonest possible time that can be coordinated with other work and seasonal weather demands.

1.07 PRE-CONSTRUCTION MEETING

- A. Schedule a pre-construction meeting with the Landscape Architect at least two weeks before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1.08 SELECTION, OBSERVATION AND APPROVAL OF PLANTS

- A. Purchase trees from the growing nursery. Do not use re-wholesale plant suppliers for trees unless the Contractor can certify that the required trees are not directly available from a growing nursery. Refer to Drawings for pre-approved nurseries.
- B. Remove all rejected plants from the site within five days and provide acceptable replacement plants at no expense to the Owner.

1.09 DEFINITIONS

- A. End of Warranty Final Acceptance: The date when the Landscape Architect accepts that the plants and Work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- B. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color, and with annual growth rates typical of the species' and cultivar's horticultural description.
- C. Plants or plant materials: Any living, vegetative organism listed in the Plant Schedule within the Drawings.
- D. Planting Soil: Refer to Section 32 9100.
- E. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.

- F. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball Planting shipping.
- G. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Landscape Architect accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.

1.10 PERMITS AND REGULATIONS

- A. Acquire all permits related to the Work. If a conflict exists between permit requirements and the work outlined in the contract documents, promptly notify the Landscape Architect in writing including a description of any necessary changes and the resulting changes to the contract price.
- B. Adhere to all Federal, State, and local laws and ordinances bearing on the operation or conduct of the work as drawn and specified. This includes, but is not limited to all regulations relating to the inspection for disease and insect control.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Provide necessary protective covering during transport and delivery.
- B. Deliver packaged materials (non-plant materials) in manufacturer's original containers showing weight, analysis, and name of manufacturer.
- C. Deliver plants after preparations for planting have been completed and approved, and plant immediately.
- D. Deliver and store all materials in a manner that prevents loss, damage, deterioration, or contamination.

1.12 PLANT WARRANTY

- A. Plants are warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements and will be replaced by the Contractor.
- B. Plant Warranty Period shall begin on the date of Substantial Completion Acceptance and will continue for one year.
- C. Plants determined to be defective during Plant Warranty Period shall be removed immediately upon notification by the Landscape Architect and replaced at no cost to the Owner, as soon as weather conditions permit and within the specified planting period.

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- D. Any work required by this specification or the Landscape Architect during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare-rooted during installation to observe for and correct root defects will not be considered grounds to void any conditions of the warranty. In the event the Contractor decides that such remediation work may compromise future health of the plant, the plant in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
 - E. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the Plant Warranty Period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.

PART 2 PRODUCTS

2.01 PLANTS: GENERAL

- A. Provide plants of quantity, size, genus, species, and variety and/or cultivar as indicated in the Plant Schedule. Plants are to adhere to the recommendations outlined in ANSI Z60.1 and trees shall be sourced from nurseries listed in the Drawings.
- B. Provide healthy stock, grown in a nursery or greenhouse and reasonably free of die-back, disease, insects, eggs, bores, and larvae. Plants are to have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant.
 - 1. Plant quality above the soil line:
 - a. Trees shall have one central leader unless specified as multi-trunk.
 - b. Main branches are to be distributed along the central leader not clustered together. They shall form a balanced, proportional crown appropriate for the cultivar/species.
 - c. The attachment of the largest branches (scaffold branches) shall be free of included bark.
 - d. The tree trunk shall be free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, fungal fruiting bodies, wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or mechanical injury.
 - 2. Plant quality at or below the soil line:
 - a. Roots shall be reasonably free of scrapes, broken or split wood, and free of injury from biotic agents.
 - b. The root collar shall be within the upper two inches of the substrate/soil.

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- c. The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.

2.02 PLANTS: ROOT BALL PACKAGE OPTIONS

A. The following root ball packages are permitted for trees, shrubs, ornamental grasses, perennials, and groundcovers. Specific root ball packages shall be required where indicated in the Plant Schedule located in the Drawings. Root ball packaging is to conform to the standards of ANSI Z60.1 unless otherwise indicated.

1. BALL AND BURLAPPED(B&B):

- a. B&B plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
- b. Twine and burlap used for wrapping the root ball packages shall be natural, biodegradable material.

2. CONTAINER PLANTS (BOXES AND PLASTIC POTS):

- a. Container plants may be permitted for trees only when indicated in the Plant Schedule, in this specification, or as approved in writing by the Landscape Architect.
- b. Plants shall be established and well rooted in removable containers.

3. LANDSCAPE PLUGS

- a. Landscape plugs refer to plant material grown in a tray of plug cells for direct planting in the landscape. Numerical designations of 50, 32, or 21 refer to the number of cells within a standard nursery or greenhouse flat.
- b. Landscape Plug™(LP32 and LP50) is proprietary to North Creek Nurseries in Pennsylvania. Plant material with designated root ball packages of LP32 or LP50 may be sourced from other nurseries provided the substitution adheres to the following:
 - 1) Proposed container volumes fall between #SP1 and #SP2 as defined in ANSI Z60.1.
 - 2) Proposed container dimensions of the requested substitute closely correlate to the Landscape Plug™ sizes specified:
 - (a) -LP32: 2.22 inches x 2.22 inches x 4 inches
 - (b) -LP50: 2 inches x 2 inches x 5 inches

2.03 PLANTS: SOLID SOD

- A. Obtain solid sod from sources having growing conditions similar to the area to be planted. Sod is to be:
 - 1. True to name and type of species indicated in the Plant Schedule and contains no other grasses.
 - 2. Well cultivated and weed, disease and insect-free, of good texture, and free from extraneous roots, stones and other foreign material. The presence of weeds shall be cause for rejection and replacement prior to Substantial Completion, or during the Guarantee Period.

2.04 SOIL AND SOIL AMENDMENTS

- A. Refer to Section 32 9100 - Planting Soils and Preparation for soil types and definitions.

2.05 POST PLANTING AMENDMENTS

- A. Slow Release Fertilizer Tablets
 - 1. Manufacturers
 - a. 20-10-5 Planting Tablets
A.M. Leonard, Inc.
PO Box 816
Piqua, OH 45356
937.773.2694
 - b. Approved equal.

2.06 MULCH

- A. All mulch types to be free from leaves, twigs, insects, grasses, weeds, plants and their seeds, other foreign materials and any substances harmful to plant growth. Types include:
 - 1. Pine straw - Longleaf Pine (*P. palustris*) needles.
 - a. Unless otherwise indicated, use on slopes greater than 3:1
 - 2. Shredded Pine Bark.
- B. Refer to planting plan notes for final mulch type.

2.07 TREE STAKING AND GUYING MATERIAL

A. Manufacturers:

1. Tree staking & guying to utilize the ArborBrace Tree Guying System (www.treestaking.com):
 - a. Trees up to 4 inch caliper: ATG-R/ATG-HD
 - b. 3/4 inch polypropylene guy lines, olive drab in color.
 - c. Nickel plated spring cam-lock tension clips.
 - d. Arrowhead Anchors(4 inch by 3-3/4 inch)
 - e. Trees 4 inch - 7 inch caliper: ATG-J
 - f. 1 inch polypropylene guy lines, olive drab in color.
 - g. Nickel plated spring cam-lock tension clip(1500 lb breaking strength)
 - h. Arrowhead Anchors(5-1/2 inch by 4-1/2 inch)
2. Approved equal.

PART 3 EXECUTION

3.01 SITE CONDITIONS

- A. Coordinate the Work of this section with that of other trades.
- B. Be aware of all surface and sub-surface conditions, including utilities, and notify the Landscape Architect, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
 1. Notification of Local Utility Locator Service, 811, is required for all areas within project area: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the Local Utility Locator Service.
- C. Section 32 9100 - Planting Soils and Preparation and Section 32 8000 - Irrigation work to be completed and accepted prior to the installation of any plants.
- D. Perform planting during those periods when weather and soil conditions are suitable for planting in accordance with locally accepted horticultural practices and as approved by the Landscape Architect.

1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, dry, cold or windy conditions.

3.02 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Protect soil from compaction during the delivery of plants to the planting locations, the digging of planting holes, and the installing of plants.
 1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling.
 2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

3.03 LAYOUT AND PLANTING SEQUENCE

- A. Notify the Landscape Architect one week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint. Adjust plant layout as directed by the Landscape Architect.
- B. Do not begin planting installation until given approval by the Landscape Architect.
- C. When applicable, plant trees before other plants are installed.

3.04 PLANTS: GENERAL INSTALLATION

- A. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.
- B. Excavate the Planting Soil as indicated in the Landscape Details.
 1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below.
 - a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
 - b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.

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2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.
 3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
- C. Set top outer edge of the root ball at the average elevation of the proposed finish unless otherwise indicated in the Planting Details. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
- D. The Landscape Architect may request that a plant's orientation be rotated when planted based on the form of the plant.
- E. Brace root ball by tamping soil around the lower portion of the root ball. Place additional soil around base and sides in six-inch lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. Do not over compact the backfill or use mechanical or pneumatic tamping equipment.
1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
 2. When backfilled to within 6-8 inches of finished grade, install slow-release planting tablets as directed by the manufacturer's directions.
- F. All trees to receive (2) total slow release fertilizer tablets (1 on opposite sides), just outside the rootball within the tree hole, buried 3" below grade.
- G. Thoroughly water the root ball and planting pit immediately after planting.
- H. Remove all nursery plant identification tags, ribbons, ties, and trunk protection after planting accept as described in Quality Assurance of this specification section.
- I. Prune plants only as directed by the Landscape Architect.

3.05 PLANTS: ROOT BALL PACKAGES AND ADDITIONAL REQUIREMENTS

- A. The following are additional planting requirements for the previously specified root ball packaging types and are to be followed during the planting process in addition to the above Plants: General Installation.

B. BALLED AND BURLAPPED PLANTS

1. Remove all webbing, twine, and burlap from the top of the root ball after the root ball has been backfilled. Do not fold burlap down into the planting soil.
2. Remove the top 6 - 8 inches of the wire baskets prior to the final backfilling of the tree.

C. CONTAINER PLANTS

1. Shave and scarify the root ball after removing the container.
2. Remove all substrate at the bottom of the root ball that does not contain roots.

3.06 PLANTS: SOLID SOD

- A. Lay sod within 24 hours of harvesting. Contractor shall not lay sod if dormant or if ground is frozen or muddy.
- B. Water immediately after installation.

3.07 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
 1. The Landscape Architect has the authority to require trees are staked or to reject staking as an alternative way to stabilize the tree.
- B. Remove guy lines after one full growing season or at other times as required by the Landscape Architect.
- C. Utilize the tree staking and guying materials specified. Tie in such a manner as to prevent girdling. Refer to Planting Details for installation.

3.08 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.

3.09 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES

- A. Do not apply any soluble fertilizer to plants during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Landscape Architect.
- B. Apply control released fertilizers according to manufacturer's instructions and standard horticultural practices.

3.10 PLANTING BED FINISHING

- A. Smooth out grades between plants after planting and before mulching.
- B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower than the adjacent turf/sod or as directed by the Landscape Architect.
- C. Install metal edging as indicated in the Drawings.

3.11 MULCHING OF PLANTS

- A. Apply mulch to the depth indicated in the Planting Details, covering the entire planting bed area unless otherwise directed. Install no more than 1 inch of mulch over the top of root balls. Taper mulch depth down to 2 inches when abutting pavement.
- B. For trees planted in lawn areas, the mulch shall extend to a 4-foot radius around the tree or to the extent indicated on the plans.
- C. Lift all leaves, low hanging stems, and other green portions of small plants out of mulch if covered.

3.12 WATERING

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional water, or adjust for less, using hoses as required.
- B. Hand water root balls of all plants immediately after planting to assure that the root balls have moisture above wilt point and below field capacity.
- C. The Contractor shall install and maintain self-filling slow release watering bag/mats for each un-irrigated tree for the duration of the warranty period. Filling the bags with water shall be the responsibility of the owner after Substantial Completion acceptance.

1. Slow Release Water Bag/Mat: Install water bag/mat in areas indicated on plan where no irrigation is installed. Place water bag/mat at trees according to manufacturer's recommendation. Coordinate work with Owner. Watering bags shall remain the property of the Owner at the completion of the Work.

- a. Acceptable Manufacturer and Product:

- 1) TreeDiaper 36 by Zynnovation, LLC or approved equal.

Zynnovation LLC

9424 Atlee Commerce Boulevard, Suite e

Ashland, VA 23005

540-300-1465

info@treediaper.com

3.13 PROTECTION DURING CONSTRUCTION

- A. Protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.
- B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including those on adjacent property, shall be cleaned, repaired, or replaced by the Contractor at no expense to the Owner. The Landscape Architect shall determine when such cleaning, repair, or replacement is satisfactory.

3.14 CLEAN UP

- A. Keep site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
 - B. Wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site.
 1. Tags mentioned in Quality Assurance Article of this Section are to remain until End of Warranty and Final Acceptance.
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- C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.
 - D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.15 INTERIM PLANT MANAGEMENT

- A. Maintain all plants and planted areas during the project work period and prior to Substantial Completion Acceptance.
 - 1. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead plant material, repairing/replacing/tightening of tree guying materials, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicides shall follow established Integrated Pest Management (IPM) procedures. Mulched areas shall be kept reasonably free of weeds and grass.

3.16 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Landscape Architect shall review the work and decide if the work is substantially complete.
 - 1. Notify the Landscape Architect at least 7 days prior to the requested review date.
 - 2. The Landscape Architect may develop a “punch list” that describes the work to be completed or amended before Substantial Completion is granted. After the Contractor has completed the items on the punch-list, the Contractor may request another review by the Landscape Architect.
- B. The date of Substantial Completion of the planting shall be the date when the Landscape Architect accepts that all work in the following sections are complete:
 - 1. 32 8000 - Irrigation
 - 2. 32 9100 - Planting Preparation & Soils
 - 3. 32 9300 - Planting
- C. The Plant Warranty Period begins at the date of written notification of Substantial Completion from the Landscape Architect. The date of Substantially Completion for the Sections listed above may be different than the date of Substantial Completion for the other Sections of the Work.

3.17 6

- A. Contractor to provide maintenance and watering agreement for the summer months of the first year after substantial completion. Watering and weeding shall be done between April 1st through September 30th. Watering of all plant material must be done once weekly during the summer time frame to establish plantings in their first year. Weeding shall be done once monthly.

3.18 END OF WARRANTY & FINAL ACCEPTANCE

- A. Contractor is responsible for contacting the Landscape Architect at the end of the Plant Warranty Period to schedule final inspection. Should the contractor fail to contact the Landscape Architect, the Plant Warranty Period is automatically extended until he/she does so.
- B. At the end of the Plant Warranty Period, submit request for inspection for Final Acceptance to Landscape Architect at least one week prior to anticipated date of inspection; include list of Work substantially accepted and list of Work replaced during Warranty Period.
- C. Upon request for inspection, jointly review with Landscape Architect all guaranteed Work for Final Acceptance.
- D. Remove tree guying apparatus and saucers from all trees, unless otherwise directed; replace mulch to specified thickness.
- E. Upon completion by the Contractor of all required repairs and replacements, the Landscape Architect will confirm the date of Final Acceptance of the Work.

END OF SECTION 32 9300