

Bid Addendum No. 1

January 6, 2022

New Hampton Fire Department – New Fire Station

CSArch Project No. 840-2101



Architect's Seal

This Bid Addendum No. 1 forms part of the Contract Documents and modifies the original bidding documents dated December 19, 2022. Bid Addendum No. 1 consists of (2) cover sheet pages, (10) 30x42 drawing sheets, and (2) specification sections.

GENERAL INFORMATION

1. Bid Addendum No. 1 was issued to bidders on January 6, 2022.

REVISIONS TO THE CONSTRUCTION DRAWINGS

1. **DELETE** original drawing sheet A301 – Wall Sections.
2. **DELETE** original drawing sheet A302 – Wall Sections.
3. **DELETE** original drawing sheet A303 – Wall Sections.
4. **DELETE** original drawing sheet A351 – Typical Details.
5. **DELETE** original drawing sheet A352 – Section Details.
6. **DELETE** original drawing sheet A353 – Plan Details.
7. **DELETE** original drawing sheet A451 – Roof Details.
8. **DELETE** original drawing sheet A751 – Site and Signage Details.
9. **DELETE** original drawing sheet A901 – Door Schedule, Elevations, and Details.
10. **DELETE** original drawing sheet A911 – Window and Louver - Elevations and Details.
11. **ADD** attached revised drawing sheet A301 – Wall Sections.
12. **ADD** attached revised drawing sheet A302 – Wall Sections.
13. **ADD** attached revised drawing sheet A303 – Wall Sections.
14. **ADD** attached revised drawing sheet A351 – Typical Details.
15. **ADD** attached revised drawing sheet A352 – Section Details.
16. **ADD** attached revised drawing sheet A353 – Plan Details.
17. **ADD** attached revised drawing sheet A451 – Roof Details.
18. **ADD** attached revised drawing sheet A751 – Site and Signage Details.

19. **ADD** attached revised drawing sheet A901 – Door Schedule, Elevations, and Details.
20. **ADD** attached revised drawing sheet A911 – Window and Louver - Elevations and Details.


REVISIONS TO THE PROJECT MANUAL

1. **DELETE** original specification section 007213 – AIA Document A201 – 2017 – General Conditions of the Contract for Construction.
2. **DELETE** original specification section 133419 – Metal Building Systems.
3. **ADD** attached revised specification section 007213 – AIA Document A201 – 2017 – General Conditions of the Contract for Construction.
4. **ADD** attached revised specification section 133419 – Metal Building Systems.

END OF BID ADDENDUM NO. 1

Project Title



1	1/6/23	Bid Addendum #1	
	DATE	DESCRIPTION	

Drawn By:	CSA
Checked By:	CSA
Proj. #:	
CSArch Proj. #:	840-2101
Issued for Bid:	12/19/2022

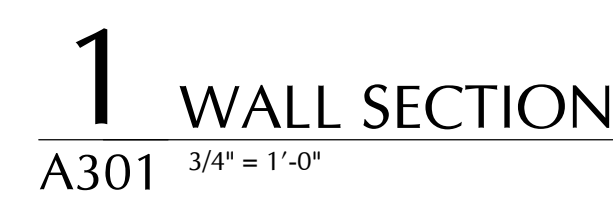
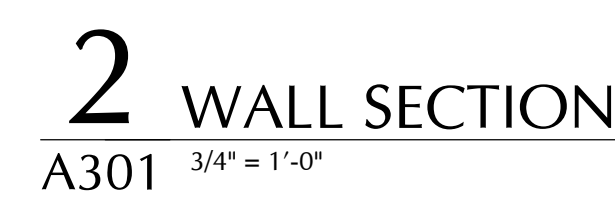
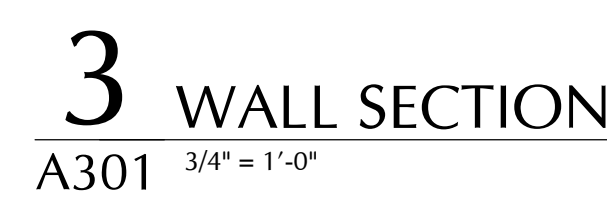
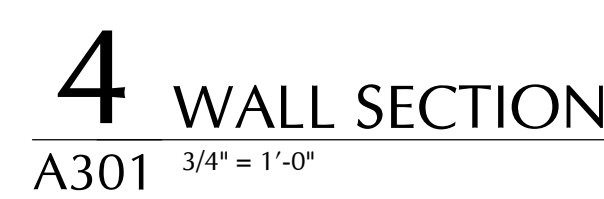
Sheet Title

WALL SECTIONS

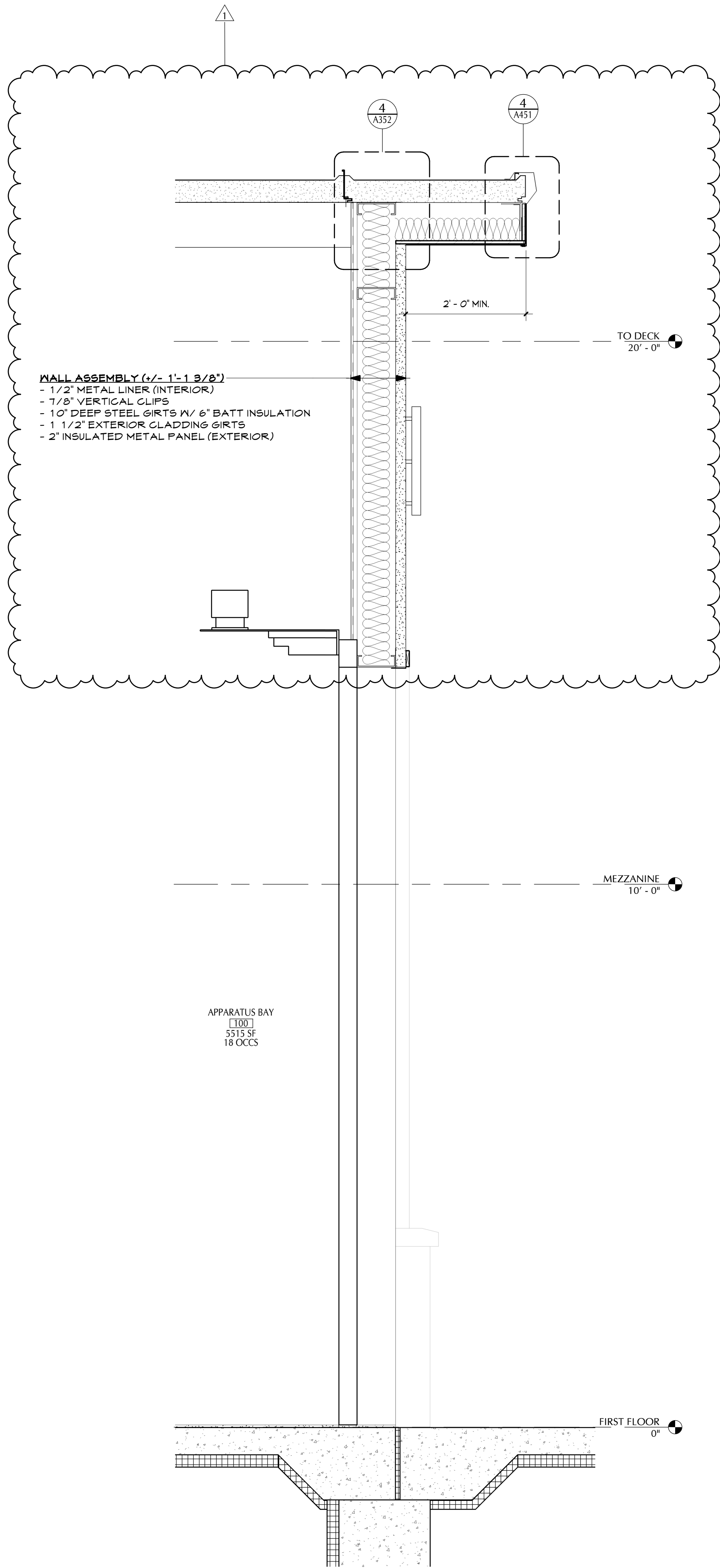
Sheet No.

A301

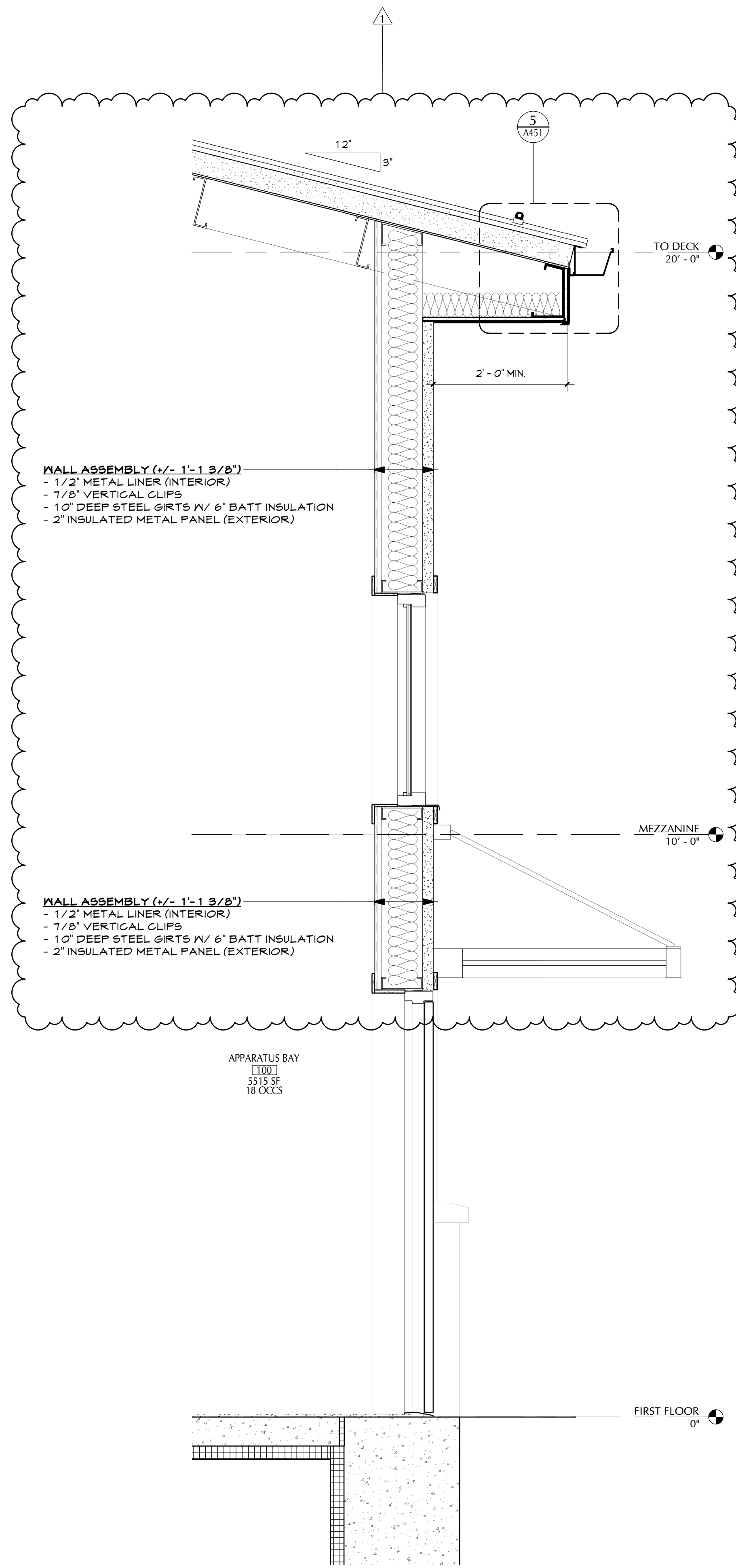
CONSTRUCTION DOCUMENTS



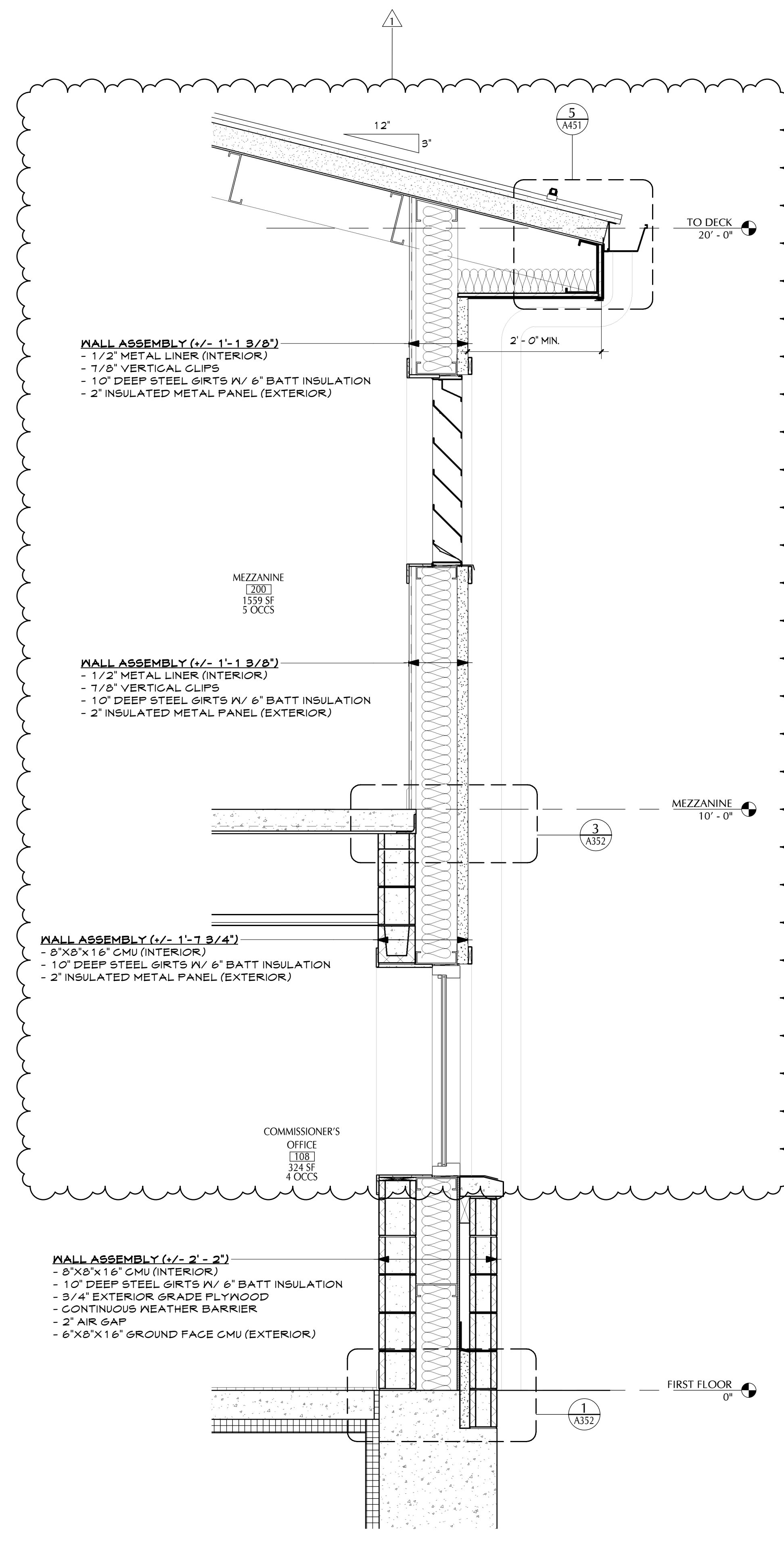
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3 WALL SECTION
A302 3/4" = 1'-0"

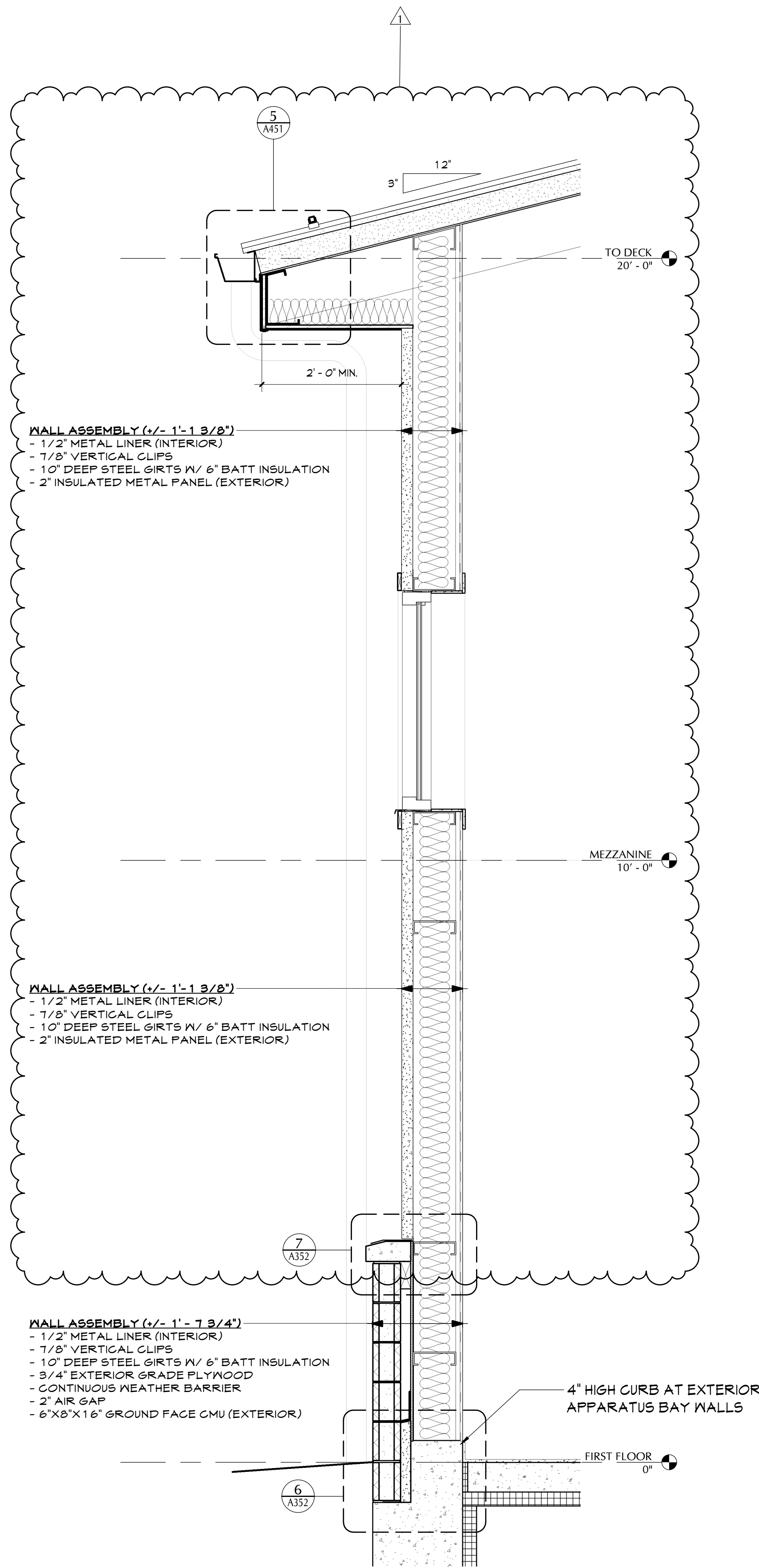


2 WALL SECTION
A302 3/4" = 1'-0"

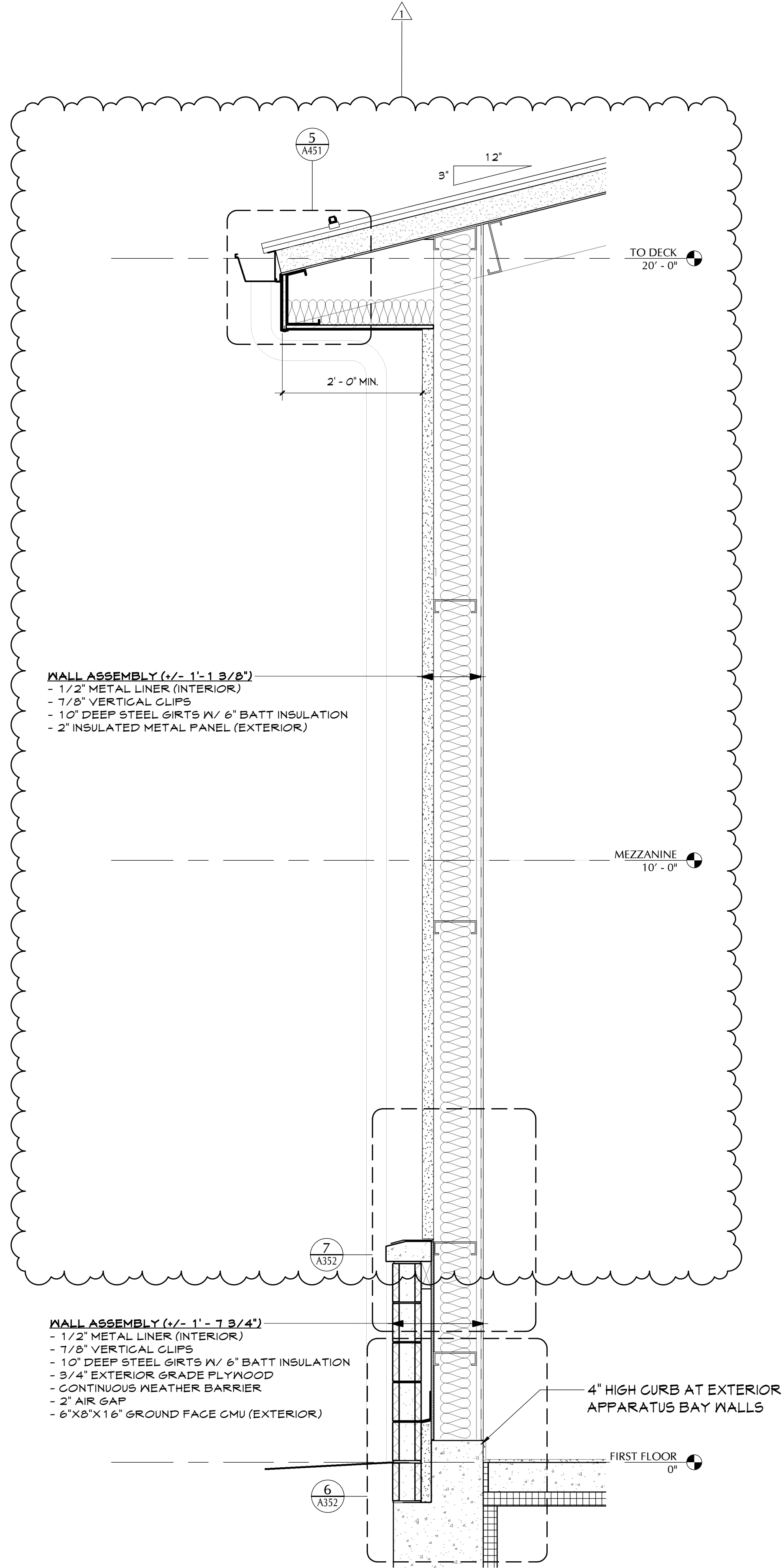


1 WALL SECTION
A302 3/4" = 1'-0"

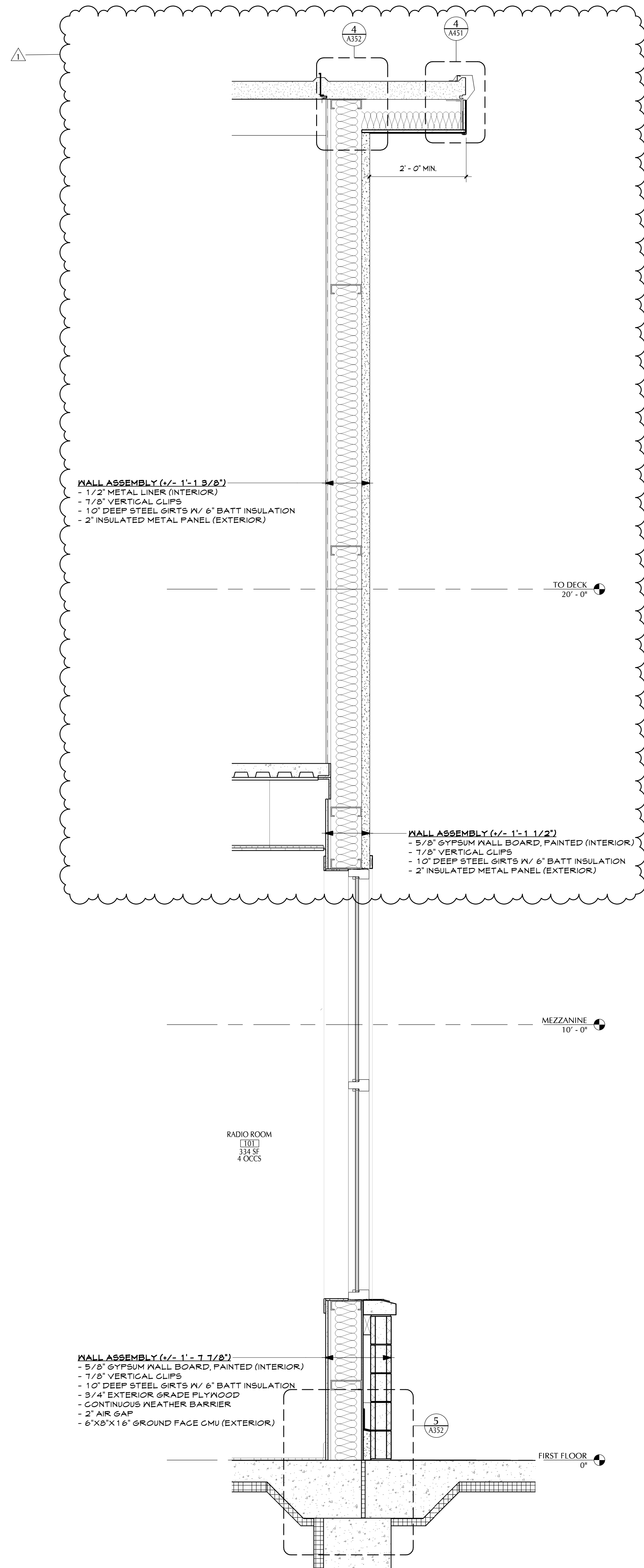
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3 WALL SECTION
A303 3/4" = 1'-0"



2 WALL SECTION
A303 3/4" = 1'-0"



1 WALL SECTION
A303 3/4" = 1'-0"

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NEW HAMPTON FIRE DEPARTMENT
NEW FIRE STATION
5024 STATE ROUTE 17M, NEW HAMPTON, NY 10958

Project Title

REGISTERED ARCHITECT
THOMAS M. RITZENBERG
10
023344
STATE OF NEW YORK

NO.	DATE	DESCRIPTION
1	1/10/23	Rev Addition #1

Drawn By: CSA
Checked By: CSA
Proj. #: 840-2101
CSArch Proj. #: 840-2101
Issued for Bid: 12/19/2022

Sheet Title

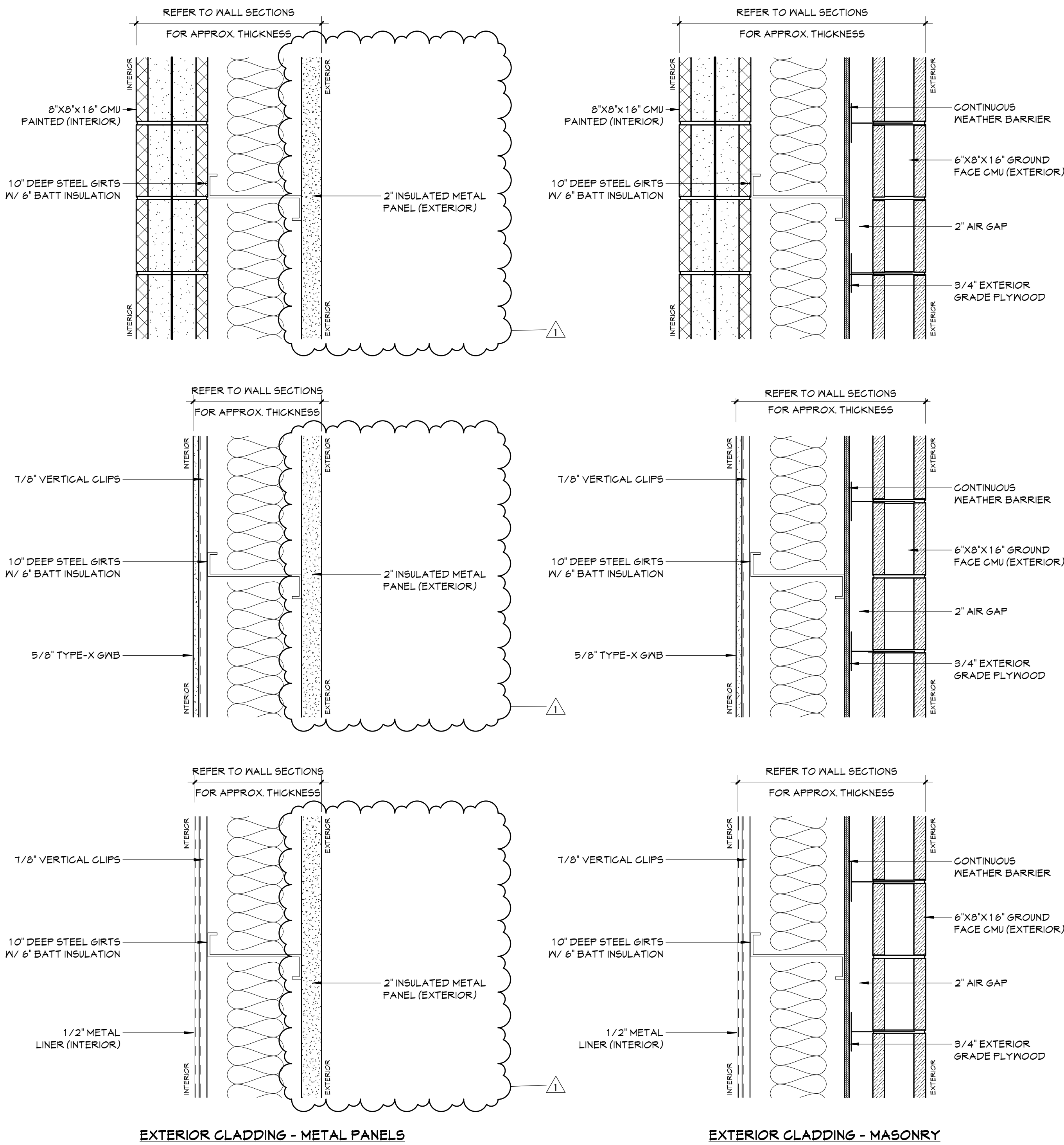
WALL SECTIONS

Sheet No.

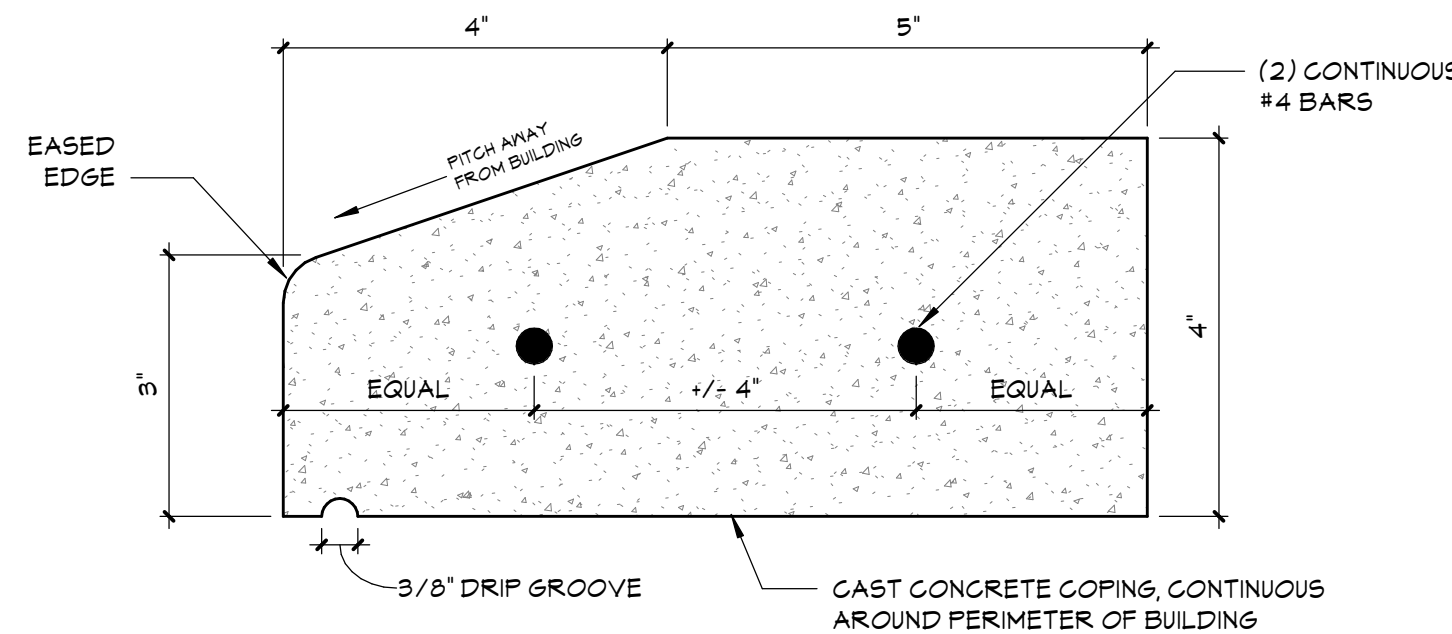
A303

CONSTRUCTION DOCUMENTS

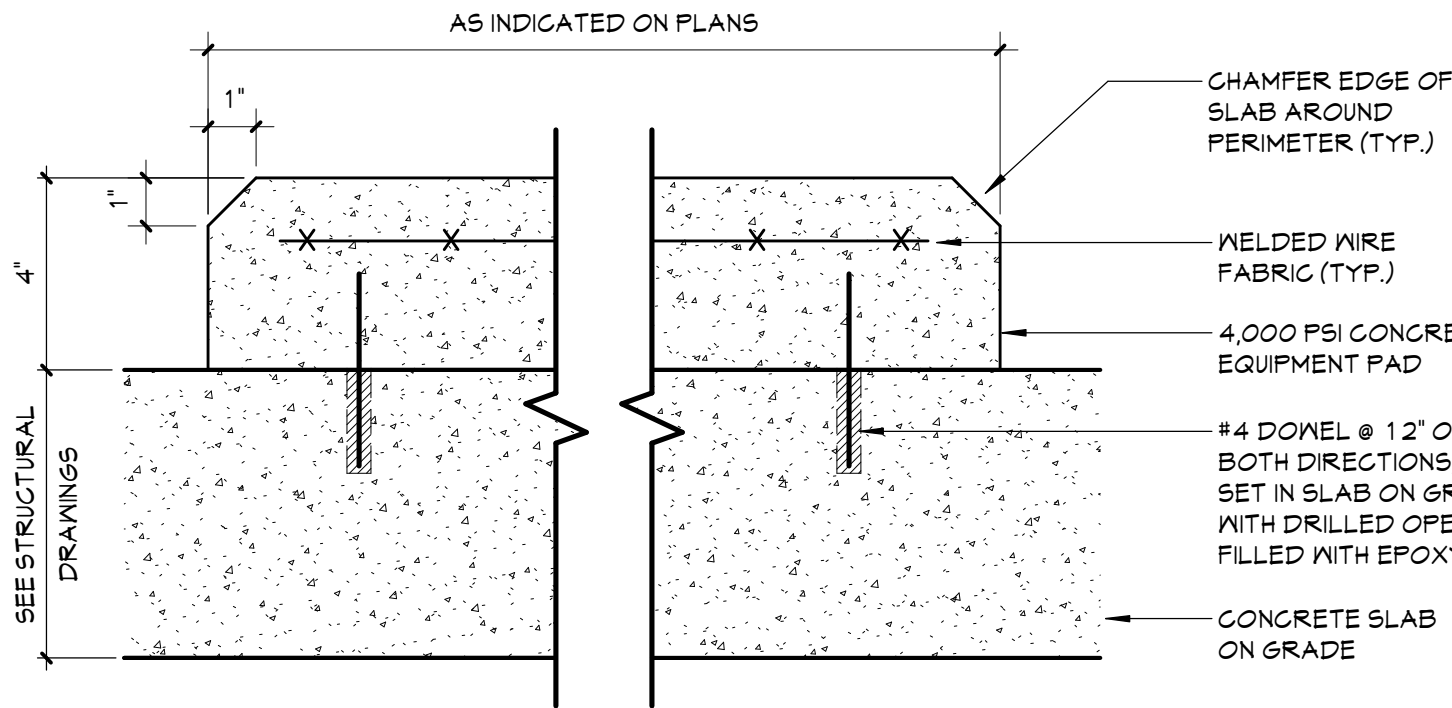
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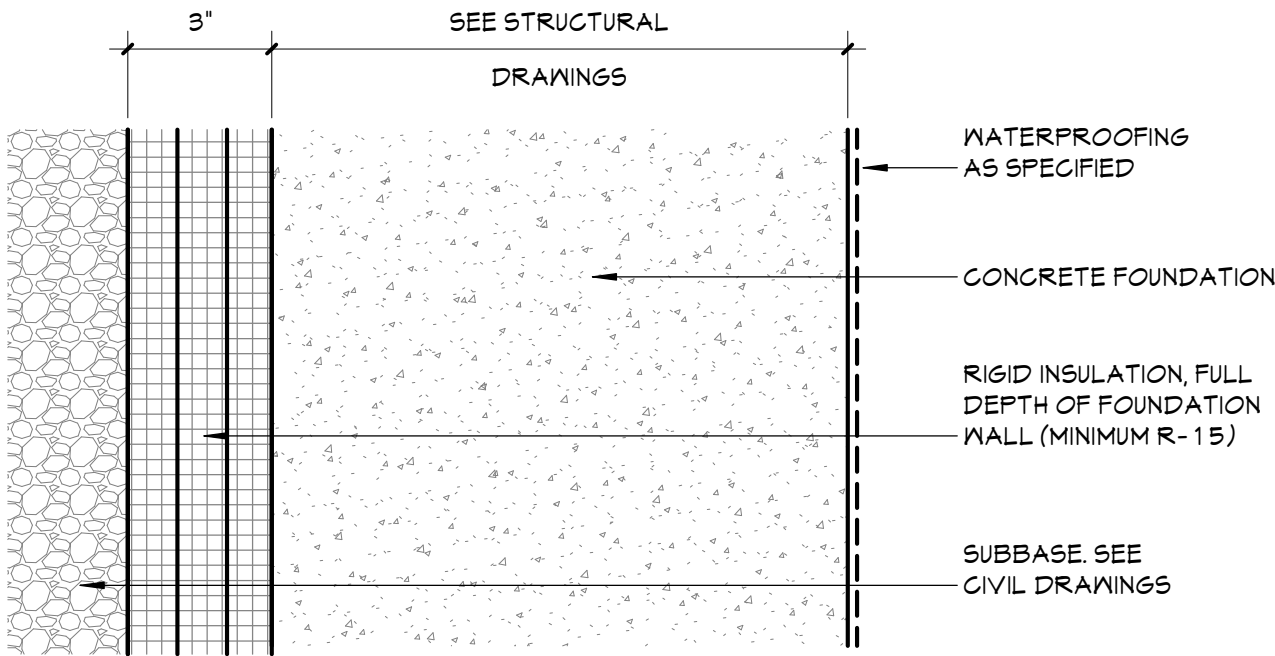
6 TYPICAL EXTERIOR WALL ASSEMBLIES
A351 1 1/2" = 1'-0"



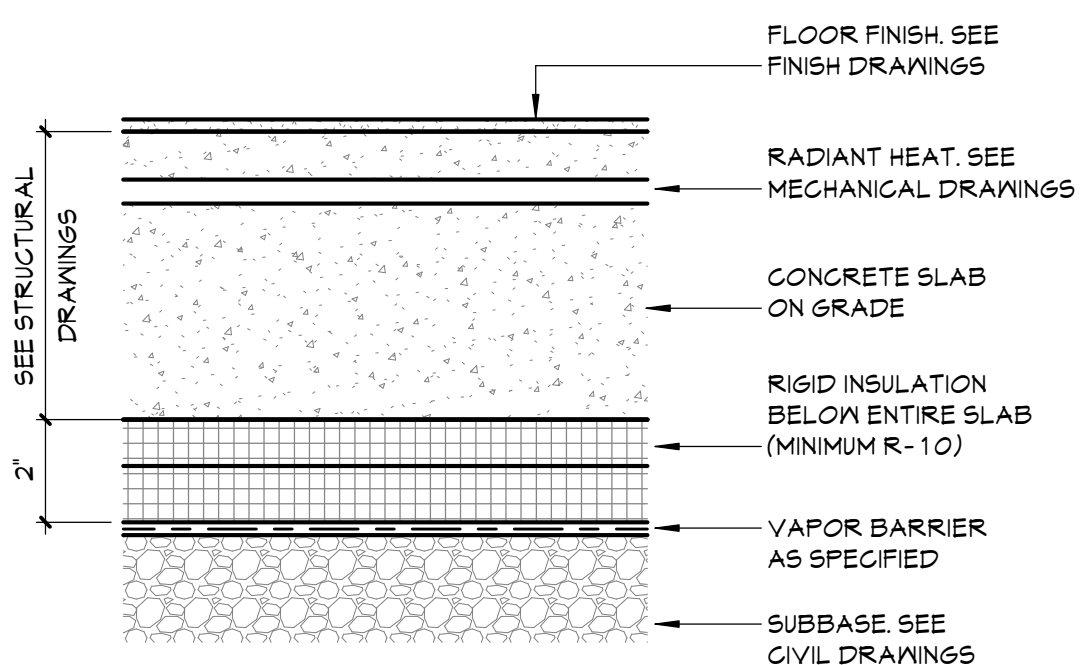
4 TYPICAL CAST CONCRETE COPING SECTION
A351 6" = 1'-0"



3 TYPICAL CONCRETE EQUIPMENT PAD
A351 3" = 1'-0"

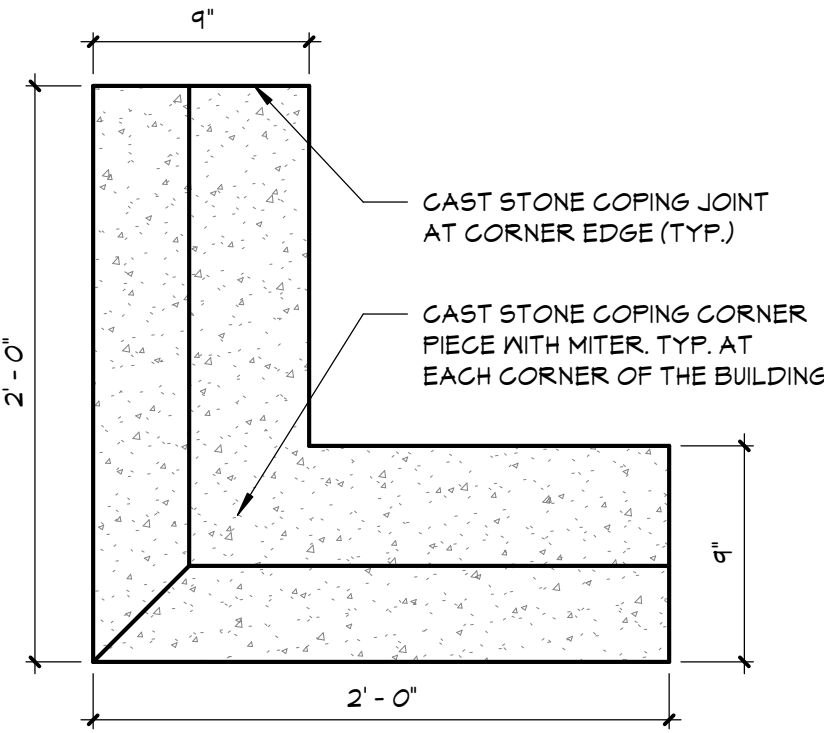


2 TYPICAL FOUNDATION WALL COMPOSITION
A351 3" = 1'-0"



1 TYPICAL SLAB-ON-GRADE COMPOSITION
A351 3" = 1'-0"

- CAST STONE NOTES**
- ALL DIMENSIONS FOR CAST CONCRETE ARE APPROXIMATE. VERIFY DIMENSIONS WITH ADJACENT CONSTRUCTION BEFORE FABRICATION.
 - LENGTHS OF CAST CONCRETE SECTIONS VARY. BREAK CAST CONCRETE INTO EQUAL SEGMENTS, UNLESS NOTED OTHERWISE.
 - ALL ANCHORS, WIRES, STRAPS, PINS, DOWELS, ETC. USED TO ANCHOR CAST CONCRETE SHALL BE STAINLESS STEEL, UNLESS NOTED OTHERWISE.
 - ALL ANCHORS TO BE SECURED TO STRUCTURE, OR BLOCKING SECURED TO STRUCTURE.
 - ALL EXPOSED 90 DEG. OR LESS EDGES TO BE EASED W/ 1/8" CHAMFER.
 - ALL DIMENSIONS GIVEN ARE BASED ON 3/8" MASONRY JOINTS. PROVIDE 3/8" JOINTS AT CAST CONCRETE SECTIONS IF MASONRY JOINT SIZES ARE CHANGED, ALL DIMENSIONS MUST BE ADJUSTED ACCORDINGLY.

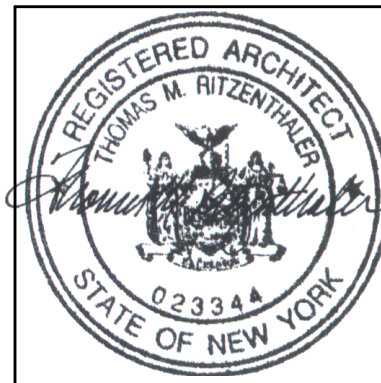


5 TYPICAL CAST STONE COPING CORNER
A351 1 1/2" = 1'-0"

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NEW HAMPTON FIRE DEPARTMENT
NEW FIRE STATION
5024 STATE ROUTE 17M, NEW HAMPTON, NY 10958

Project Title



NO.	DATE	DESCRIPTION
1	1/16/21	Rev Addition #1

Drawn By: CSA
Checked By: CSA
Proj. #: 840-2101
CSArch Proj. #: 840-2101
Issued for Bid: 12/19/2022

Sheet Title

TYPICAL
DETAILS

Sheet No.

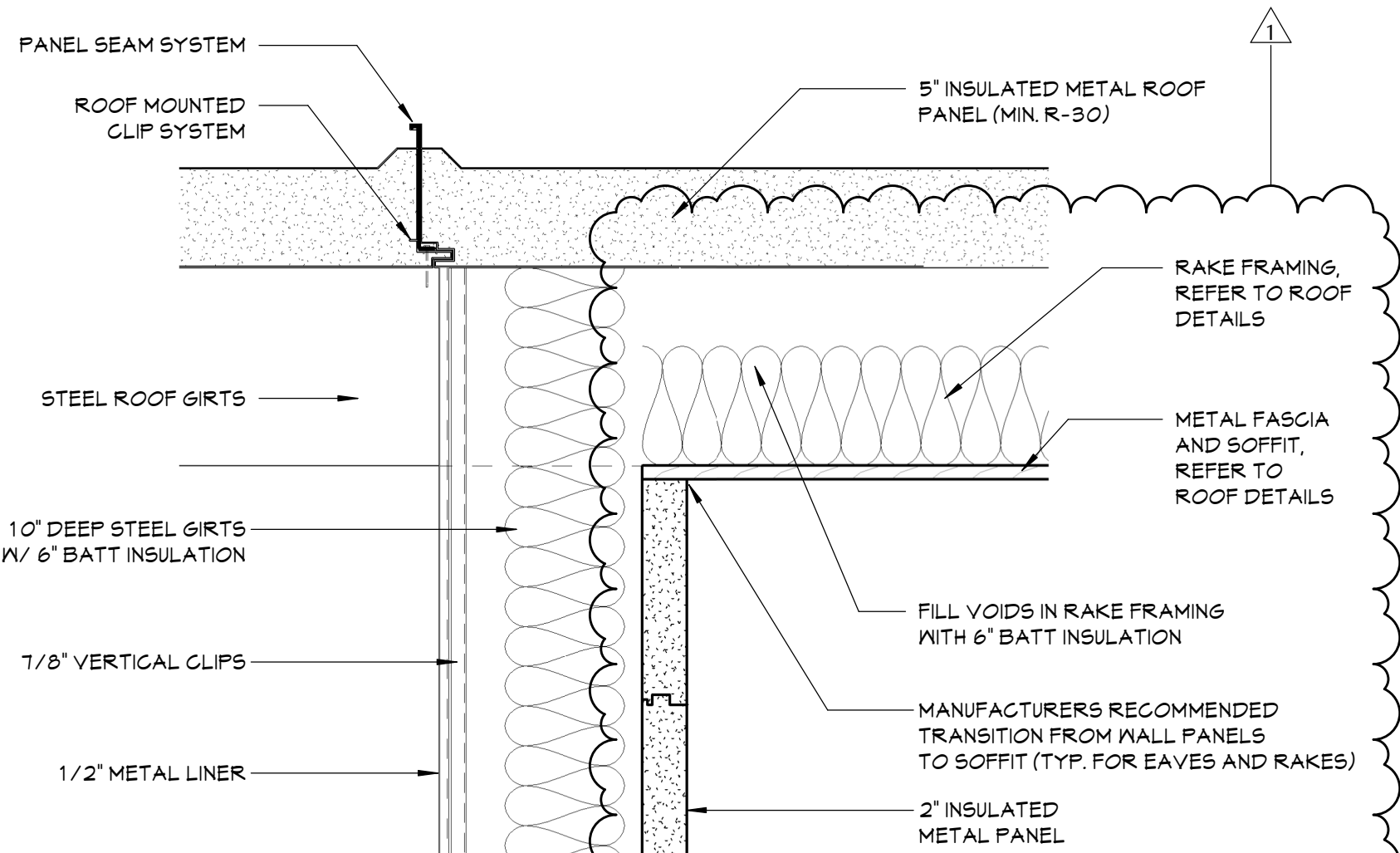
A351

CONSTRUCTION DOCUMENTS

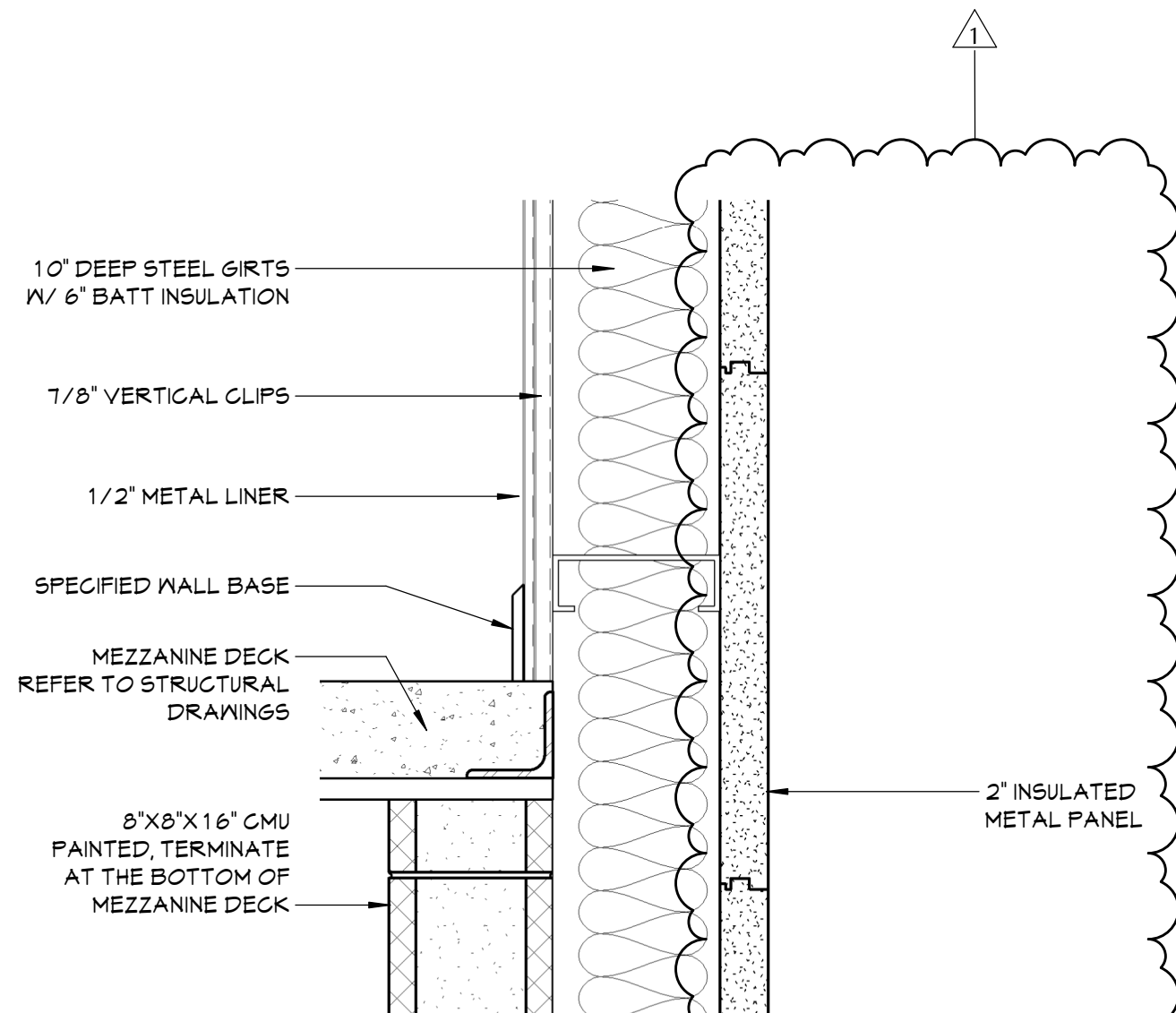
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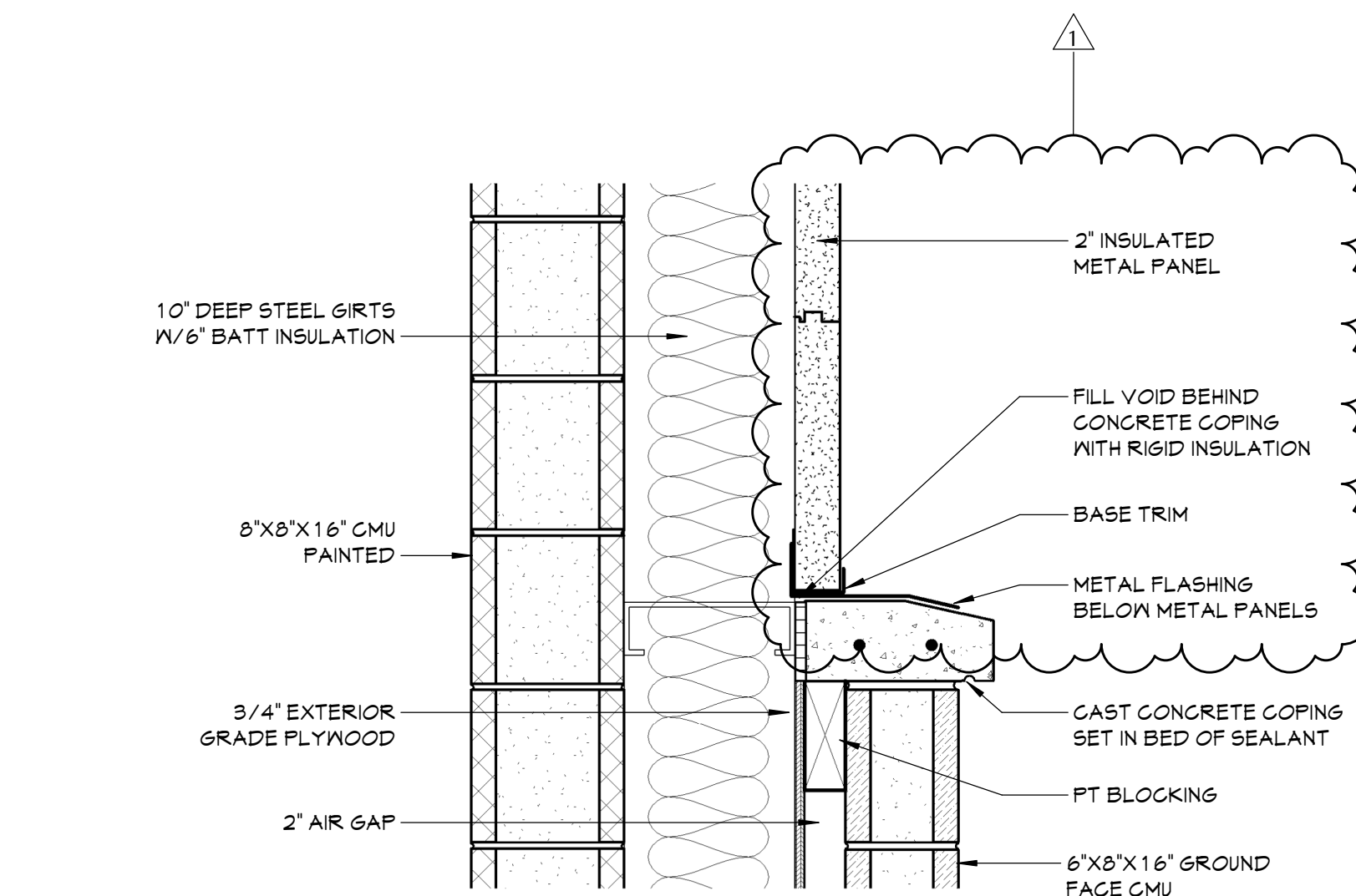
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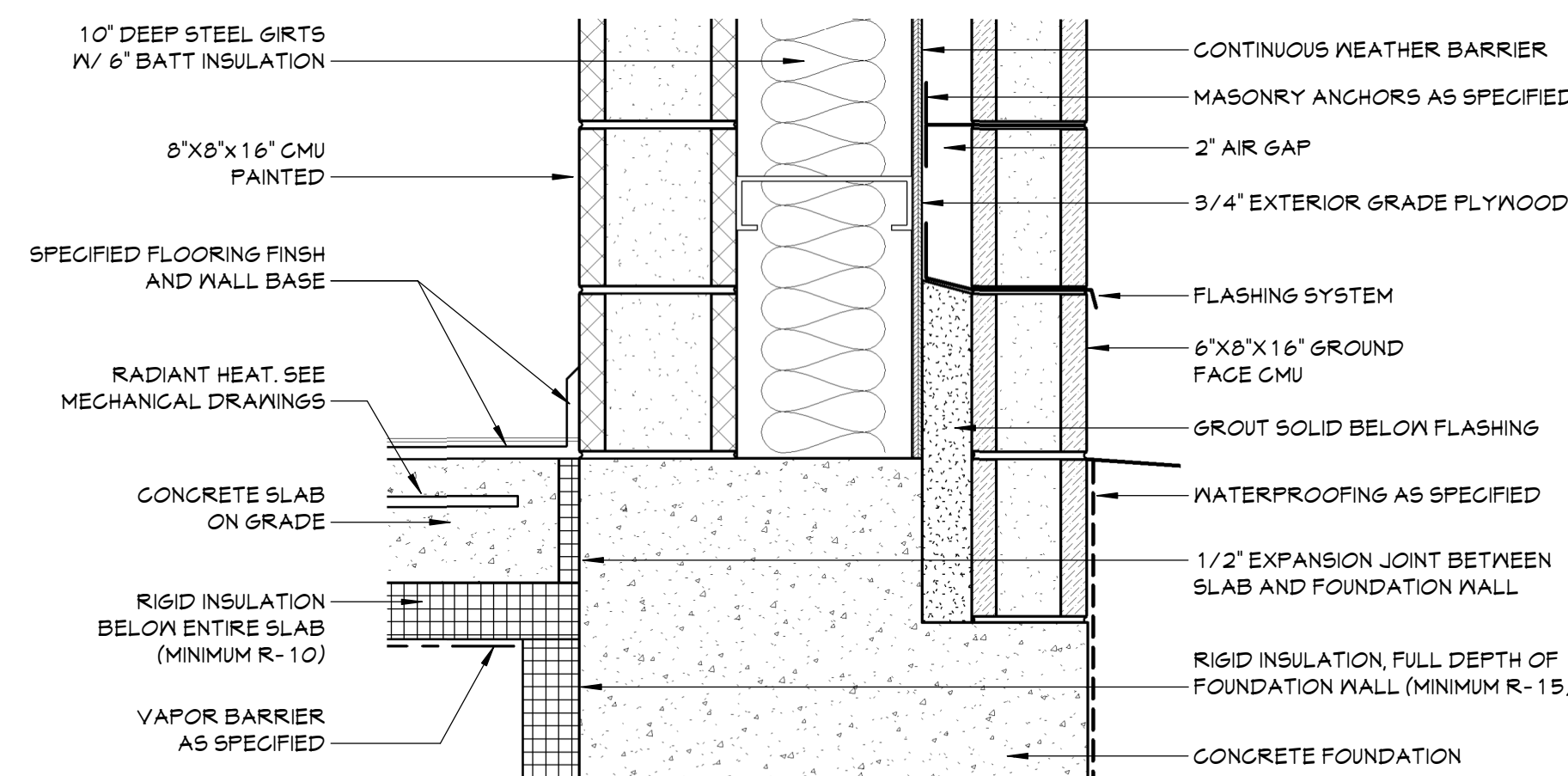
4 WALL SECTION DETAIL
A352 1 1/2" = 1'-0"



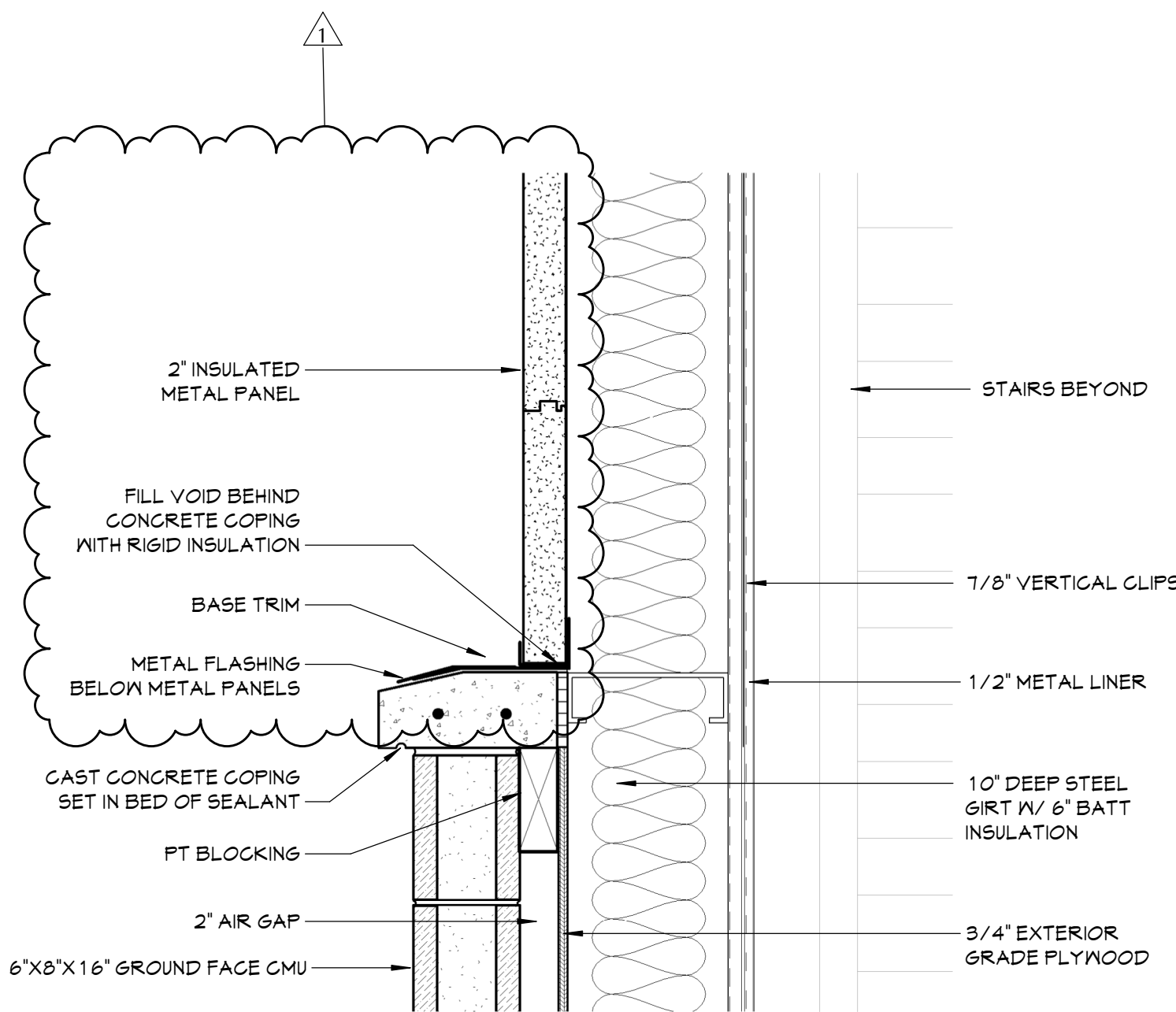
3 WALL SECTION DETAIL
A352 1 1/2" = 1'-0"



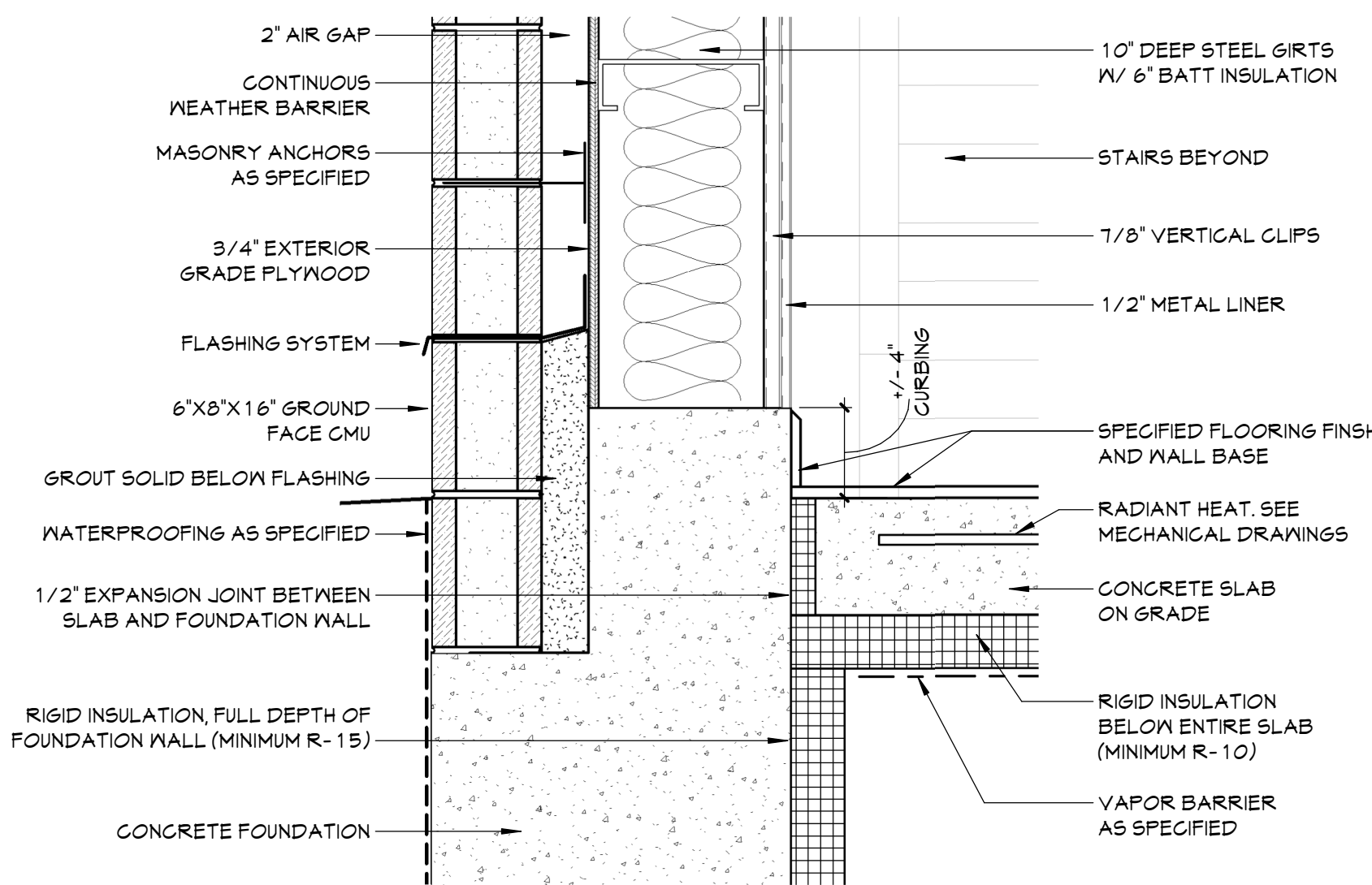
2 WALL SECTION DETAIL
A352 1 1/2" = 1'-0"



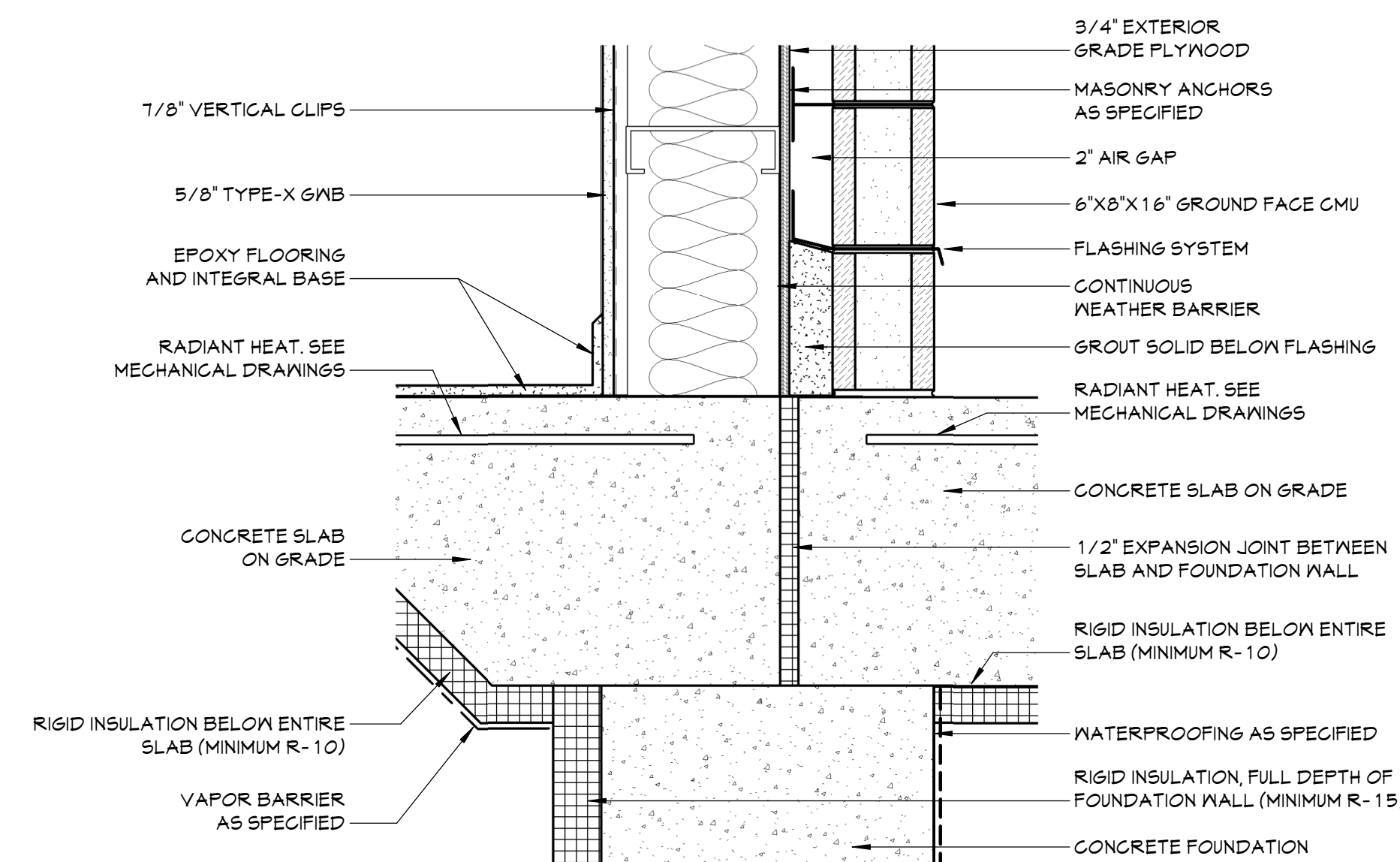
1 WALL SECTION DETAIL
A352 1 1/2" = 1'-0"



7 WALL SECTION DETAIL
A352 1 1/2" = 1'-0"



6 WALL SECTION DETAIL
A352 1 1/2" = 1'-0"



5 WALL SECTION DETAIL
A352 1 1/2" = 1'-0"

8 PLAN DETAIL

7 PLAN DETAIL
A353 1 1/2" = 1'-0"

4 PLAN DETAIL
A353 1 1/2" = 1'-0"

3 CORNER DETAIL (NW)

5 PLAN DETAIL
A353 1 1/2" = 1'-0"

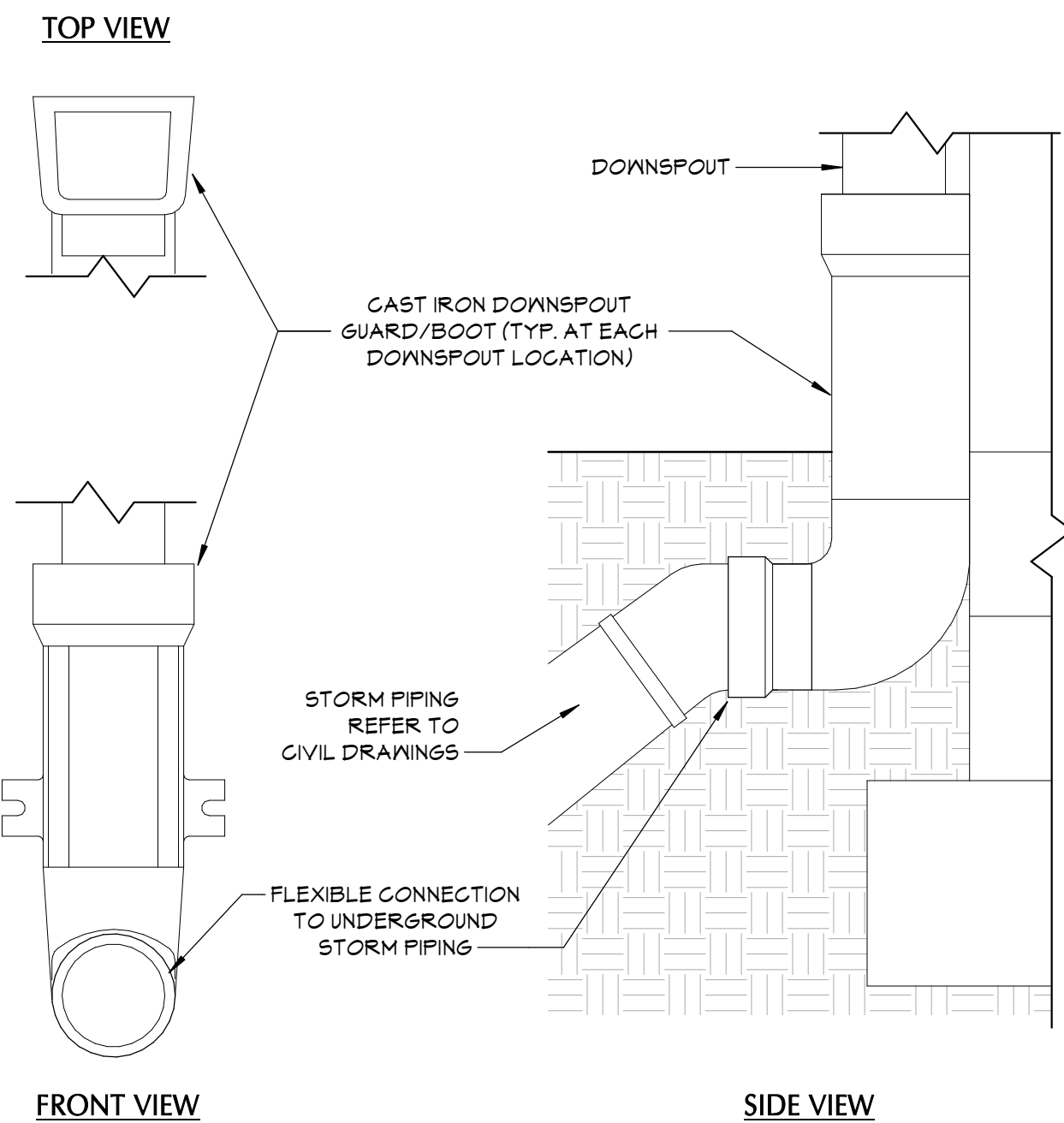
9 PLAN DETAIL
A353 1 1/2" = 1'-0"

AT METAL PAN

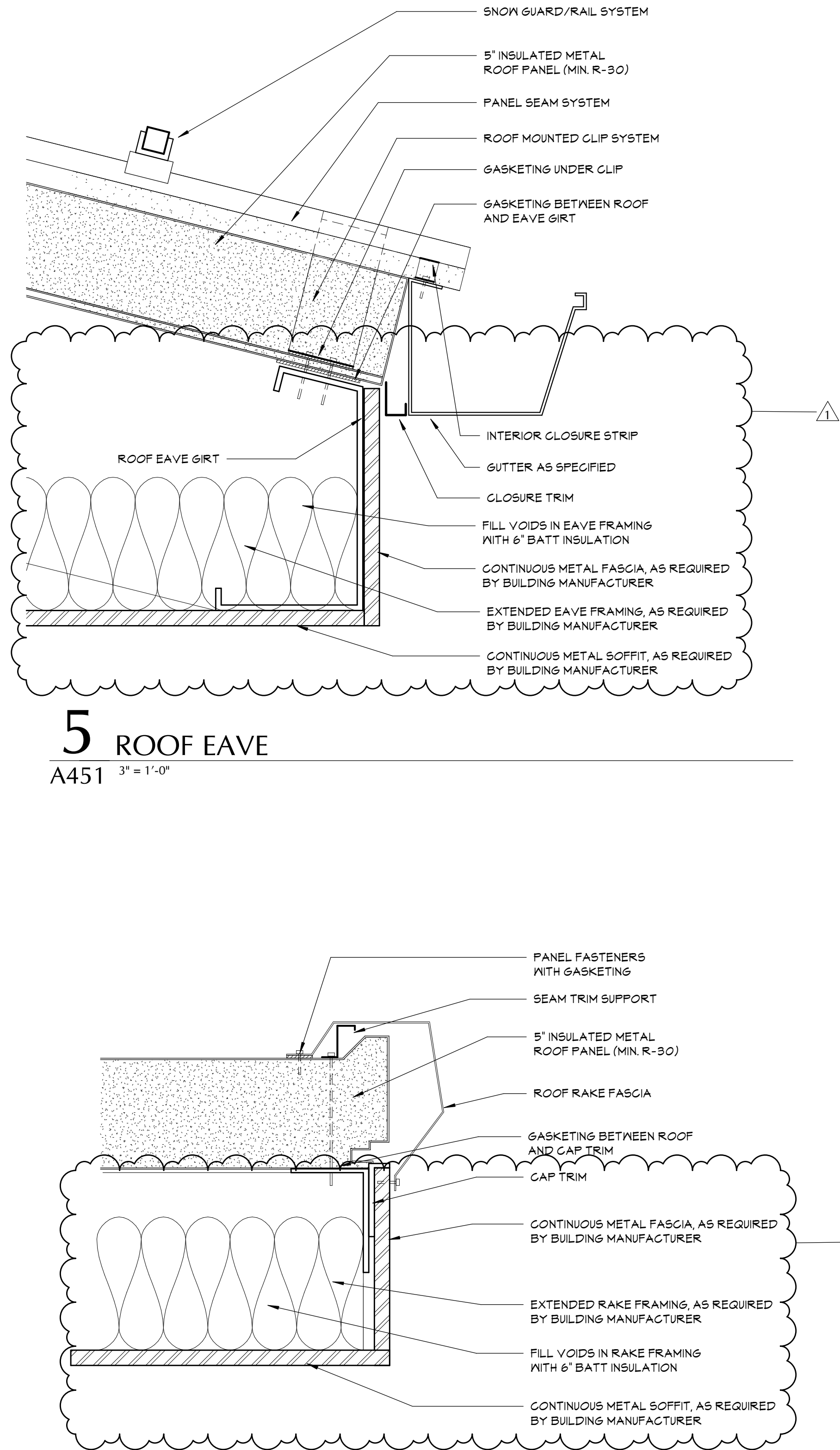
2 CORNER DETAIL (SW & SE)
A353 1 1/2" = 1'-0"

1 CORNER DETAIL (NE)
A353 1 1/2" = 1'-0"

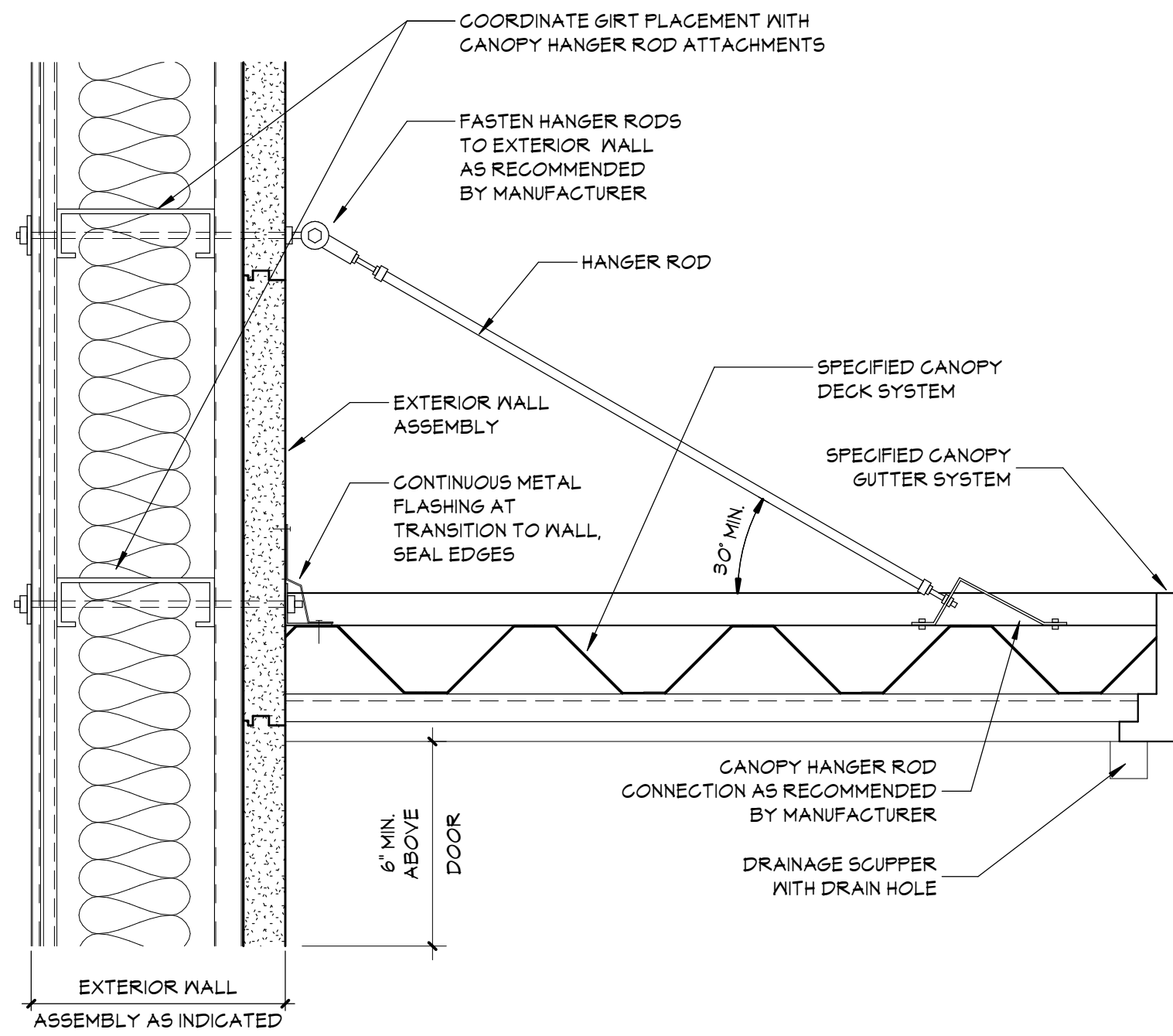
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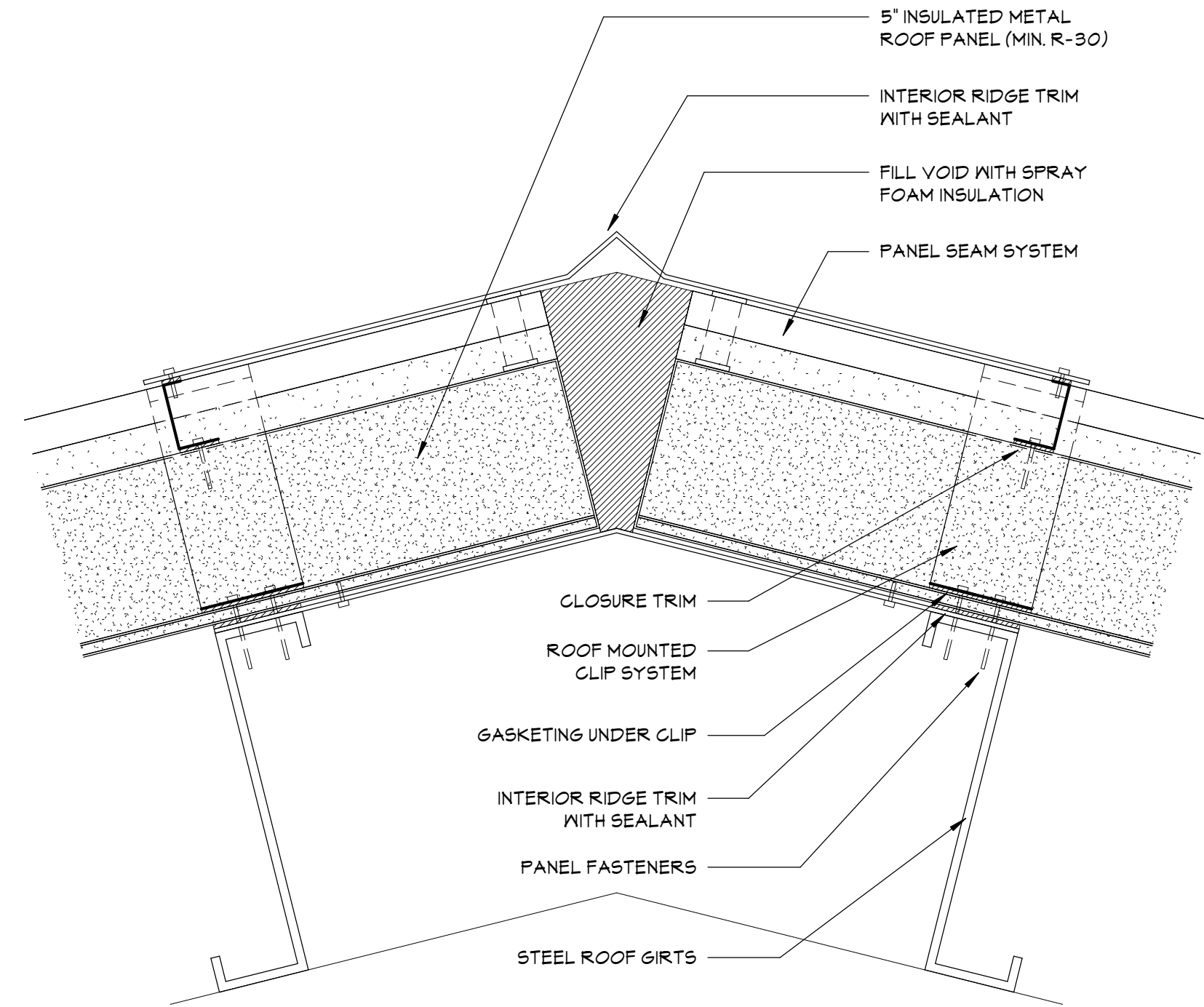
7 DOWNSPOUT BOOT DETAIL, TYP.
A451 1 1/2" = 1'-0"



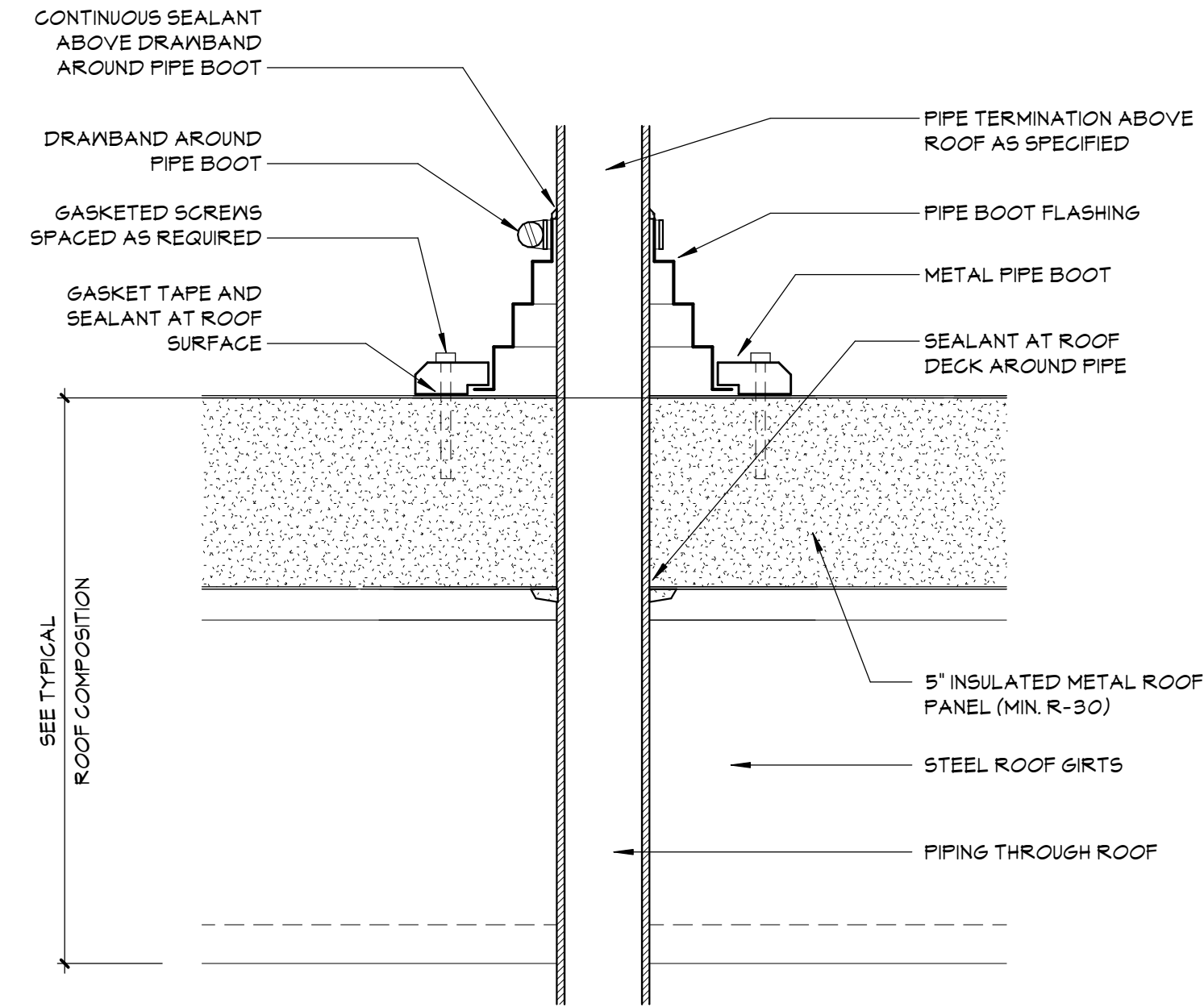
4 ROOF GABLE END RAKE
A451 3" = 1'-0"



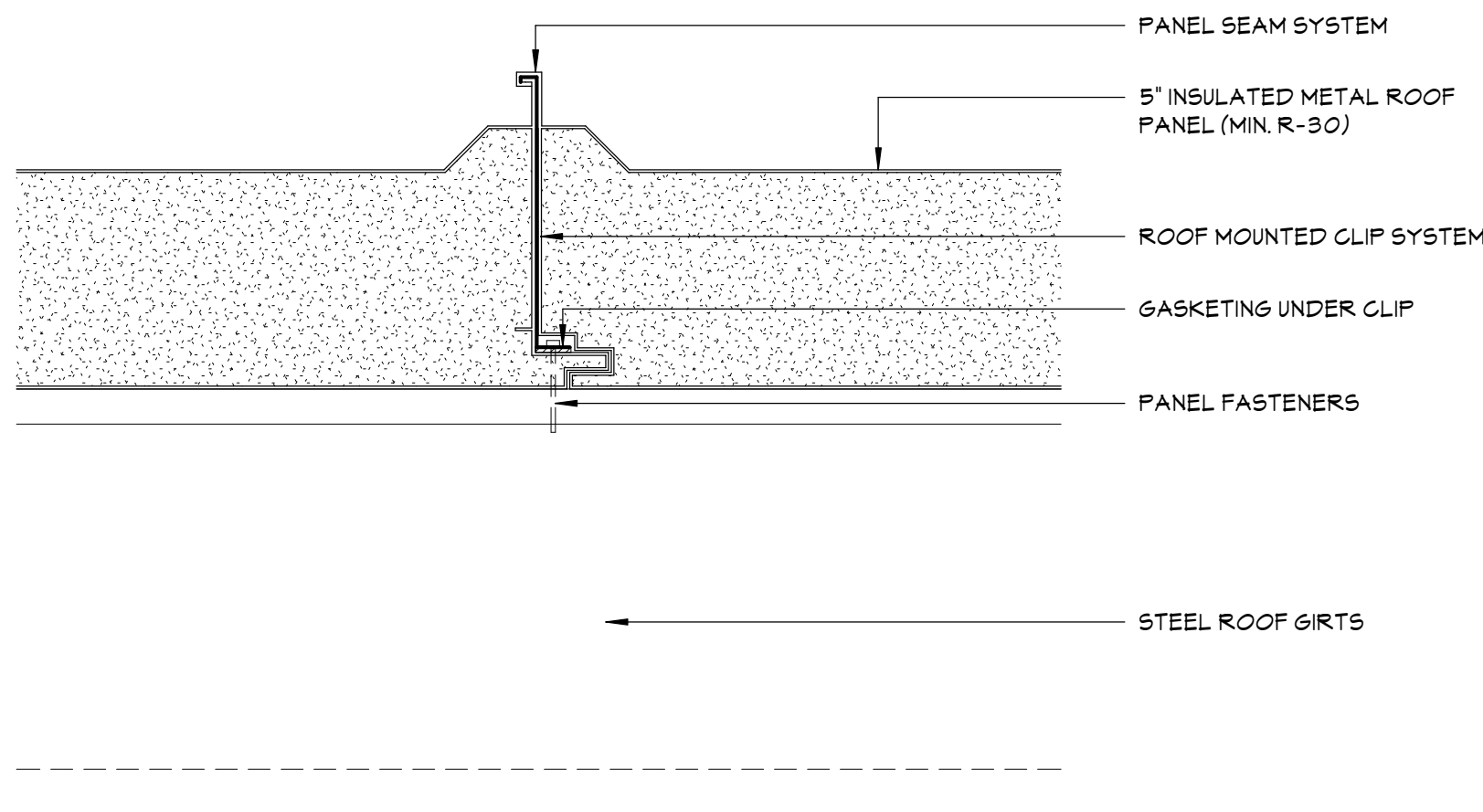
6 CANOPY ATTACHMENT
A451 1 1/2" = 1'-0"



2 ROOF RIDGE
A451 3" = 1'-0"



3 ROOF PIPE PENETRATION
A451 3" = 1'-0"



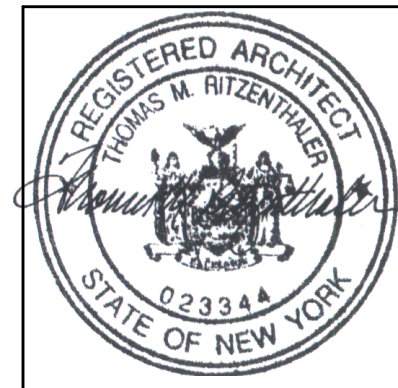
1 TYPICAL ROOF COMPOSITION
A451 3" = 1'-0"

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NEW FIRE STATION
5024 STATE ROUTE 17M, NEW HAMPTON, NY 10958

Project Title



DATE	DESCRIPTION
11/1/2021	Rev Addition #1
12/19/2022	CSArch Proj. #:
840-2101	Issued for Bid:

Sheet Title

ROOF DETAILS

Sheet No.

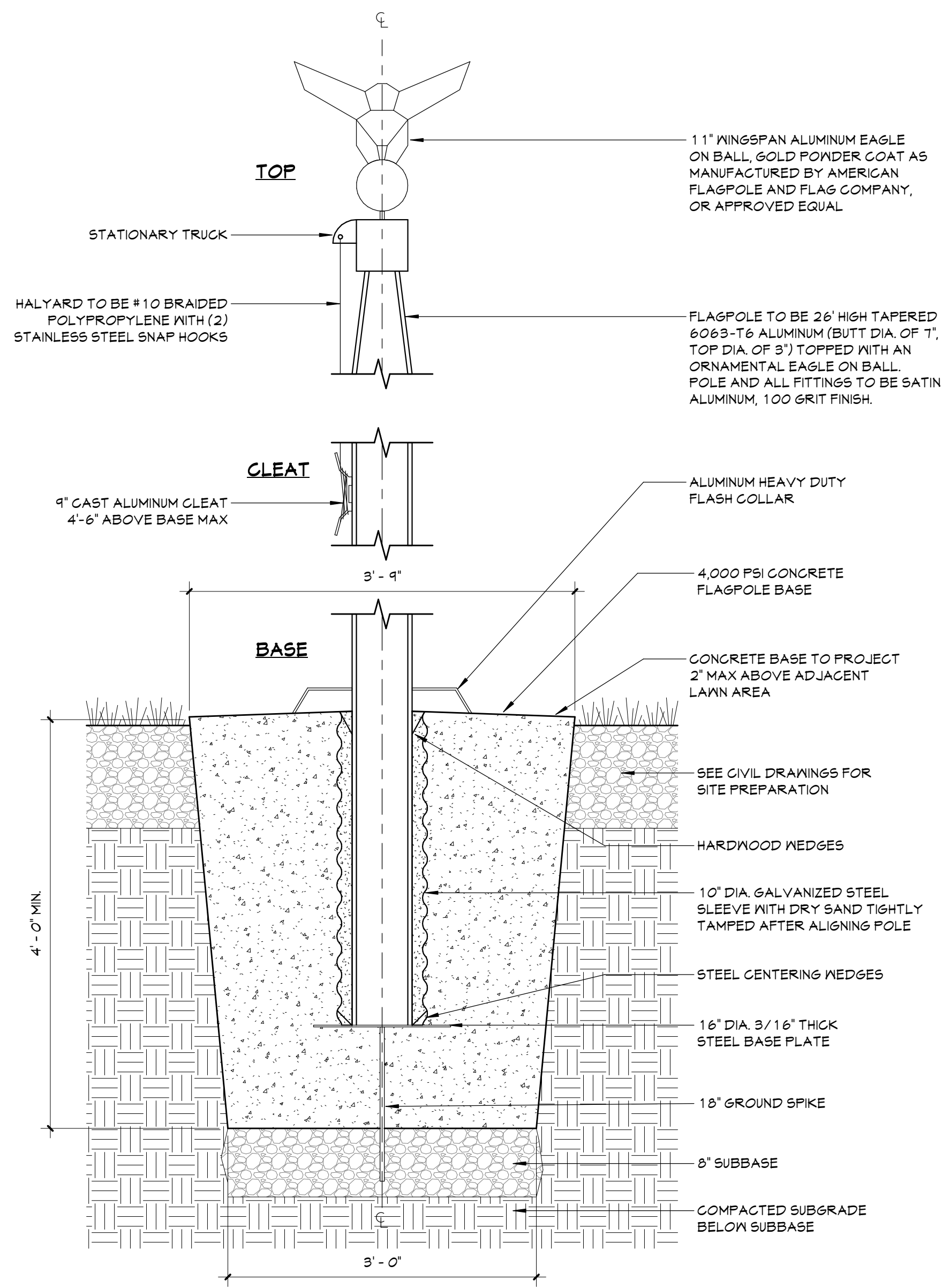
A451

CONSTRUCTION DOCUMENTS

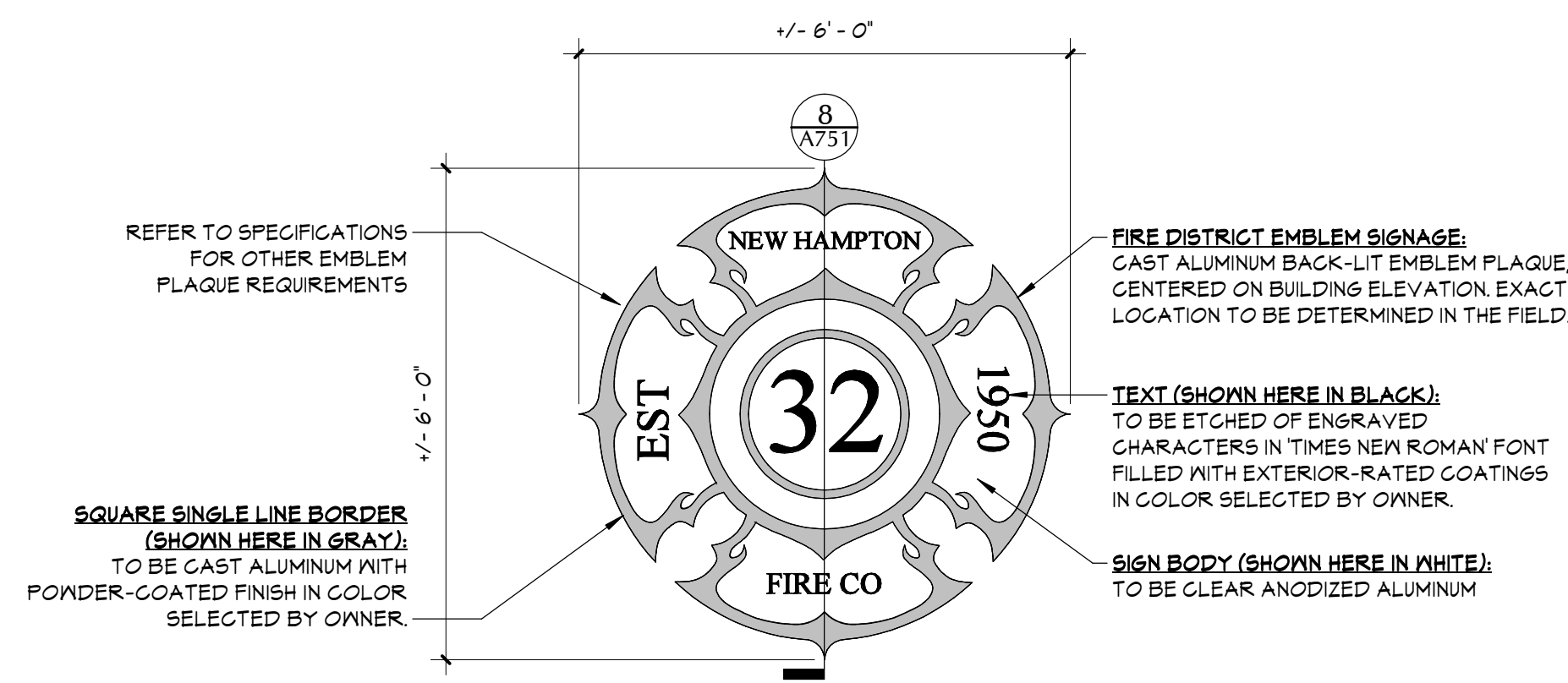
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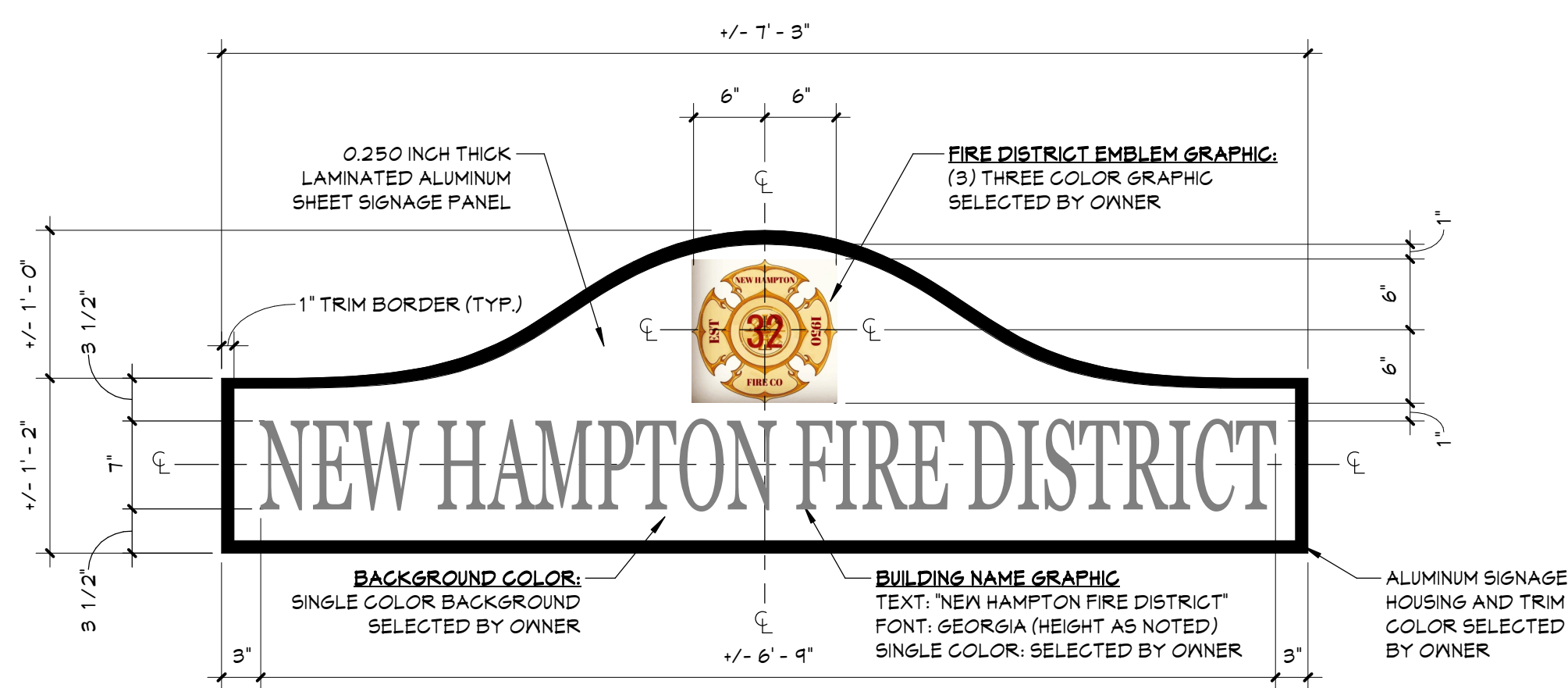
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11 FLAGPOLE DETAIL
A751 1" = 1'-0"

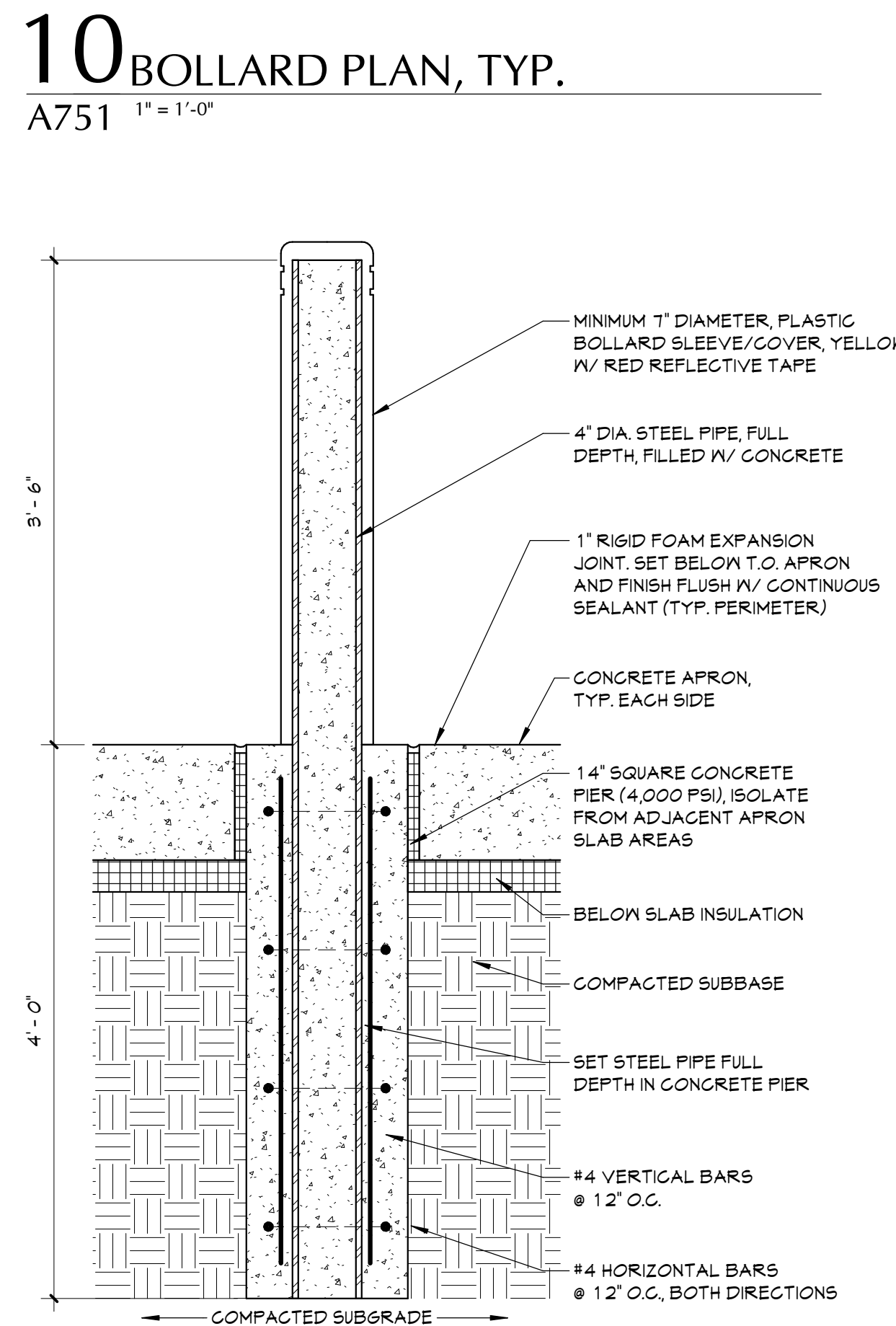
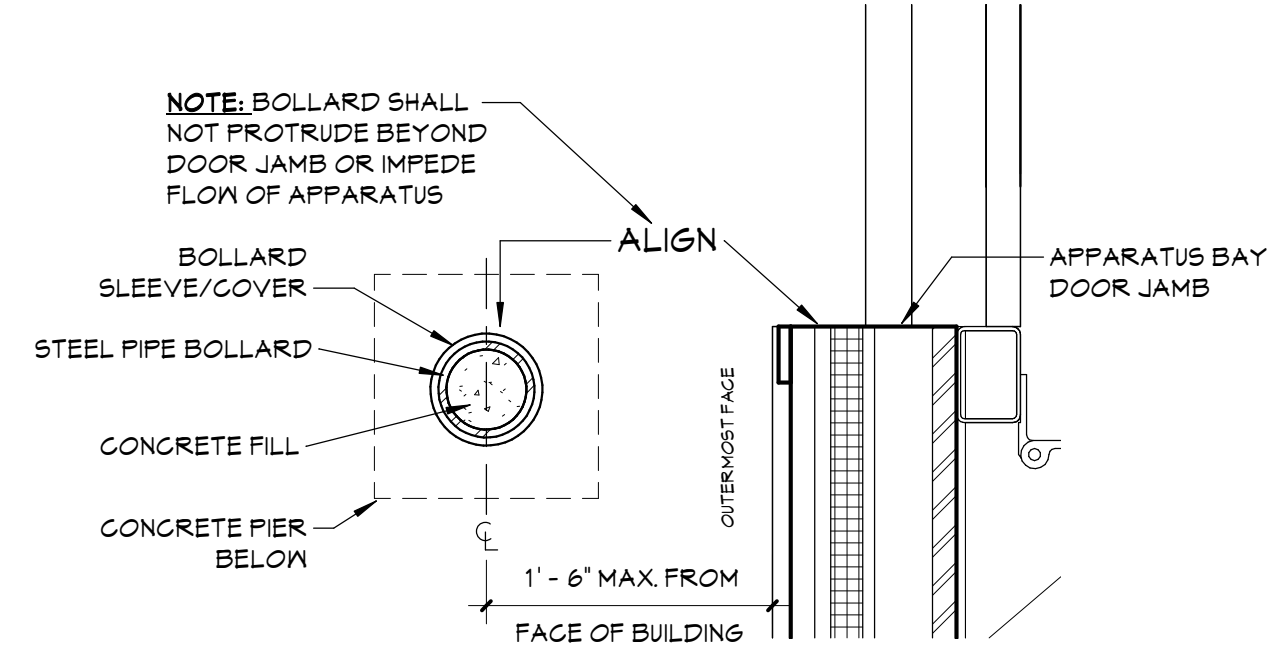


5 FIRE DISTRICT EMBLEM PLAQUE SIGNAGE
A751 1/2" = 1'-0"

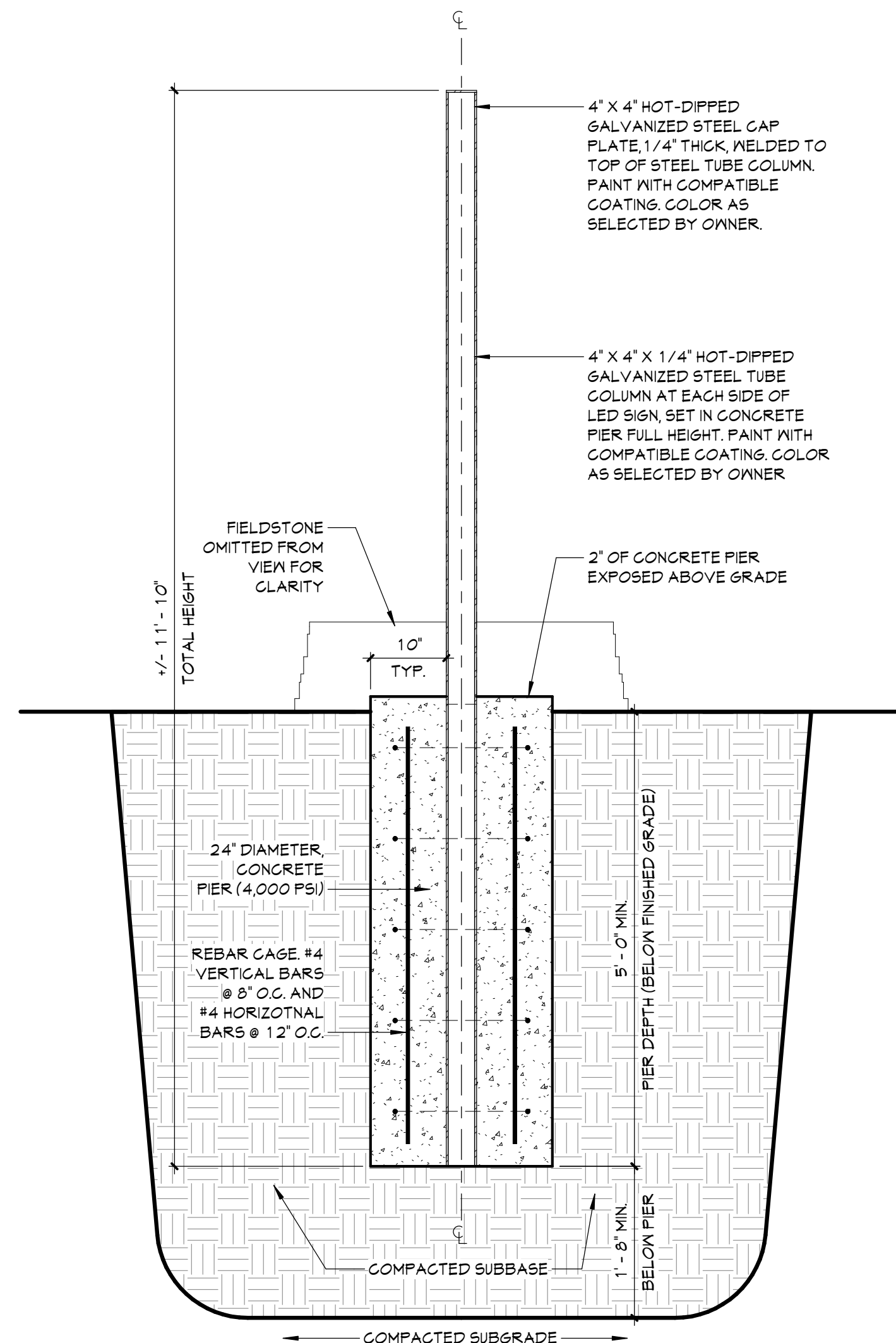


4 GRAPHIC SIGNAGE PANEL ELEVATION
A751 1" = 1'-0"

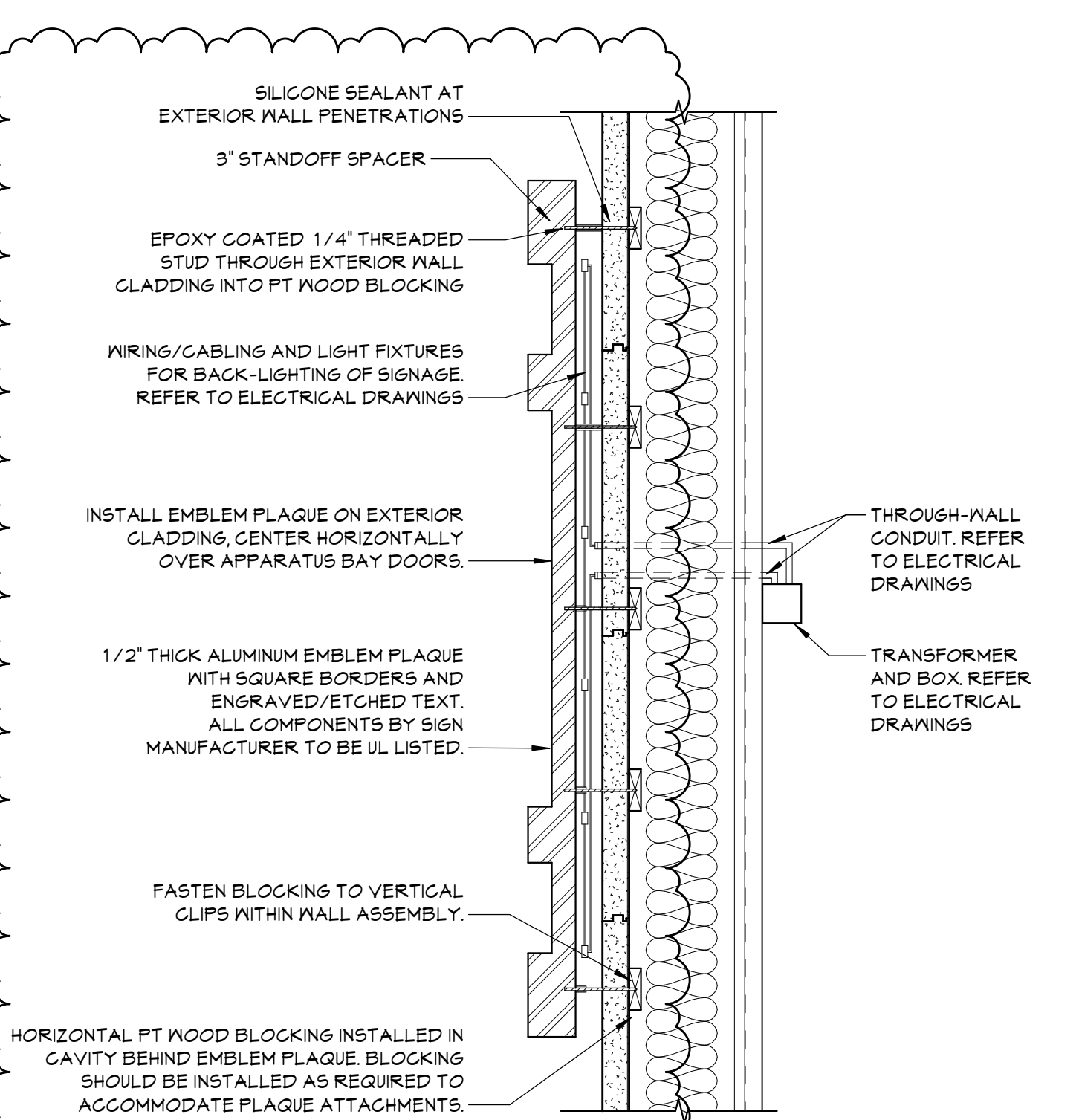
NOTE:
TWO PANELS CONTAINING GRAPHICS DETAILED ABOVE TO BE PROVIDED, ONE AT EACH SIDE OF SIGN SYSTEM.



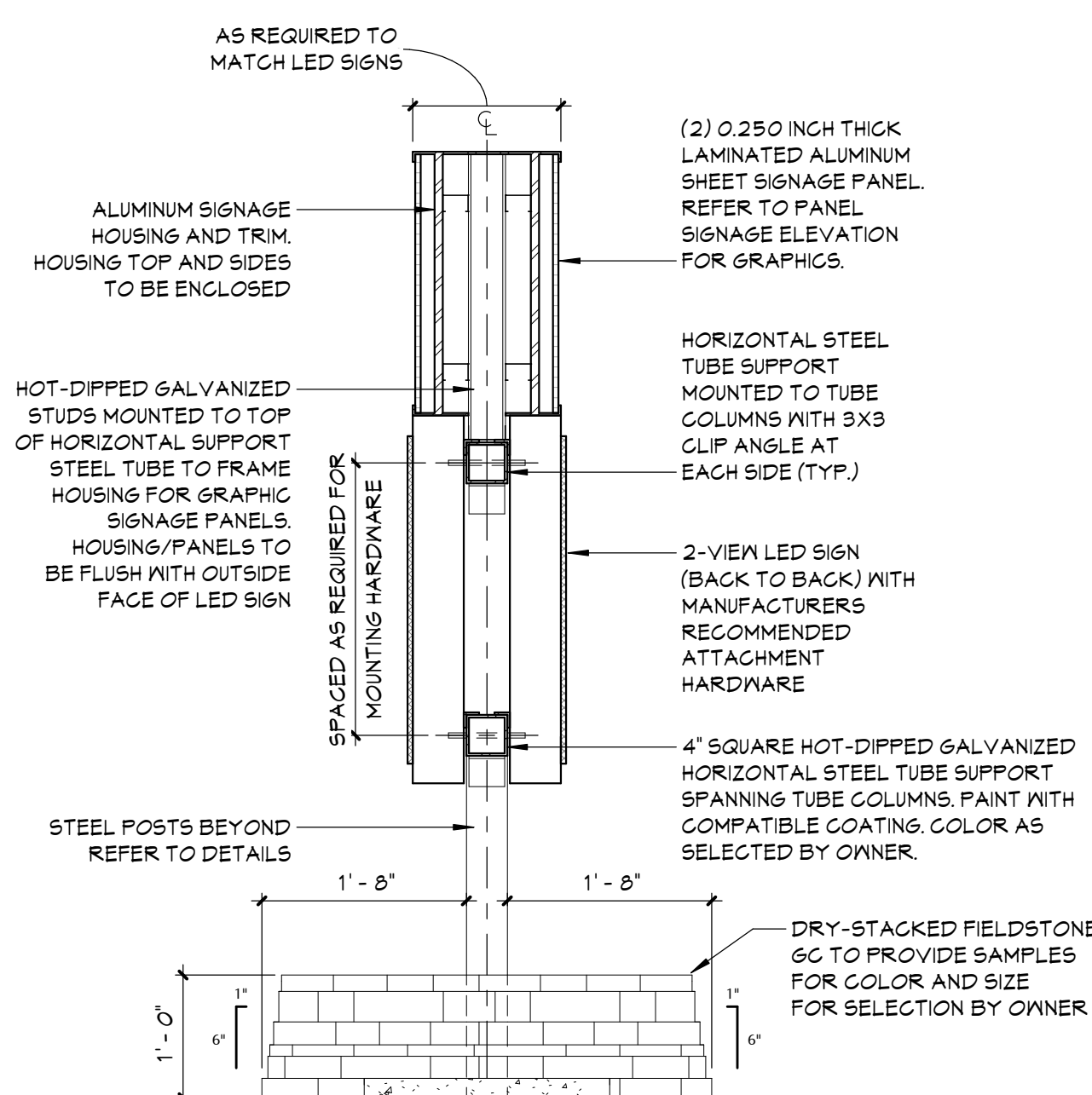
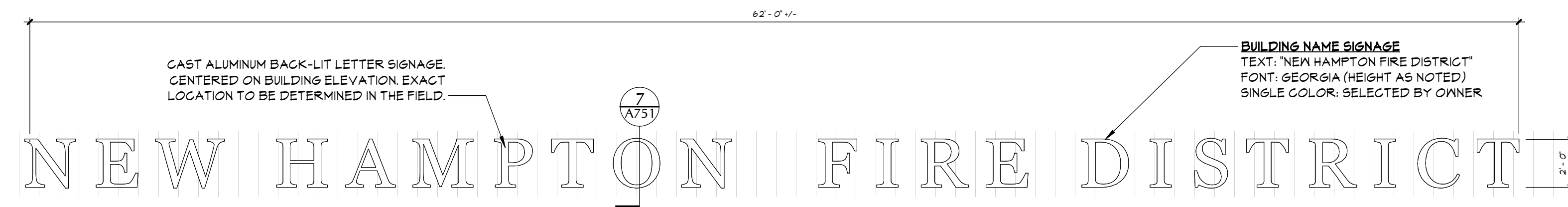
9 BOLLARD DETAIL, TYP.
A751 1" = 1'-0"



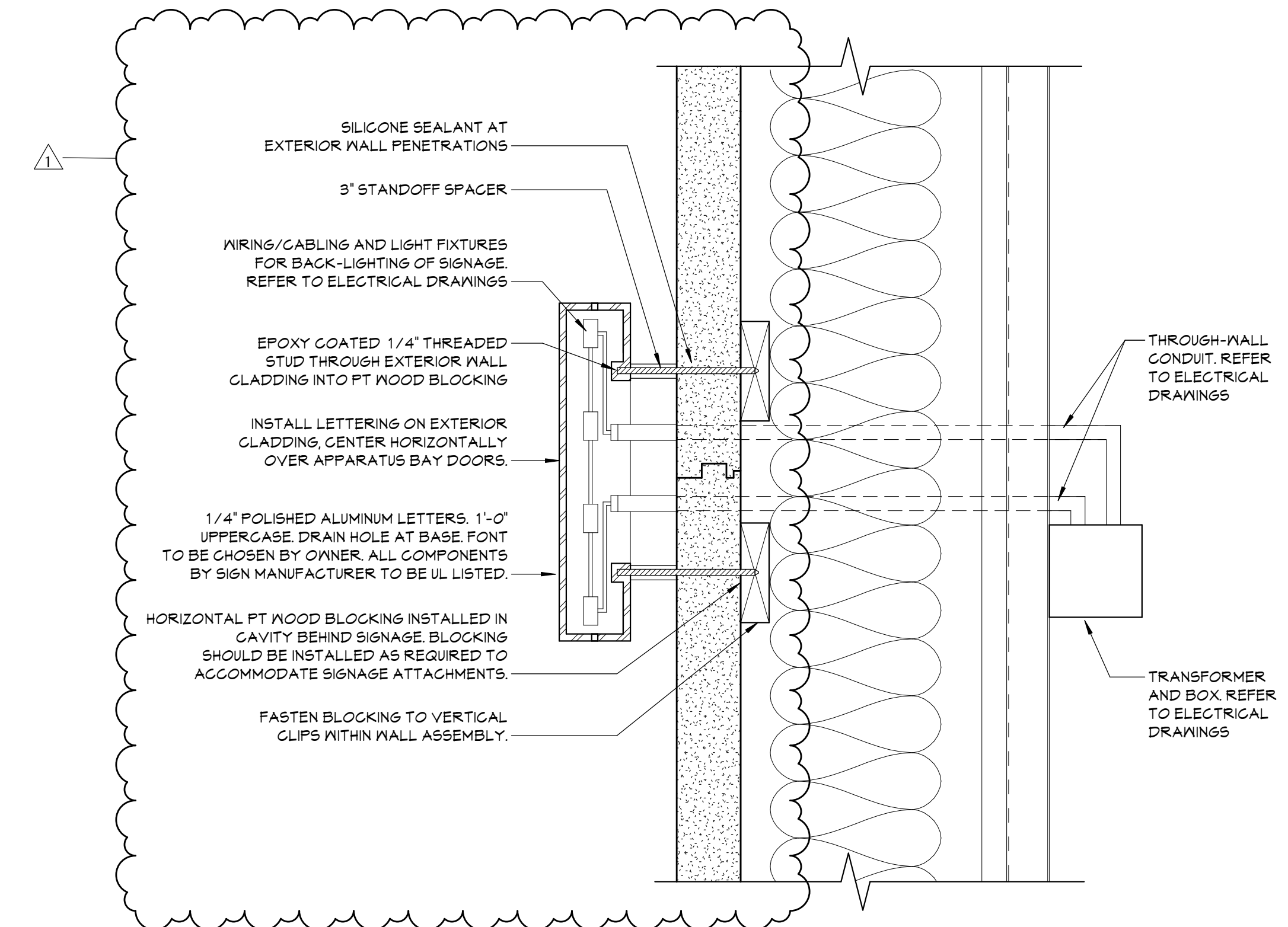
3 SECTION THROUGH LED SIGN PIER
A751 1" = 1'-0"



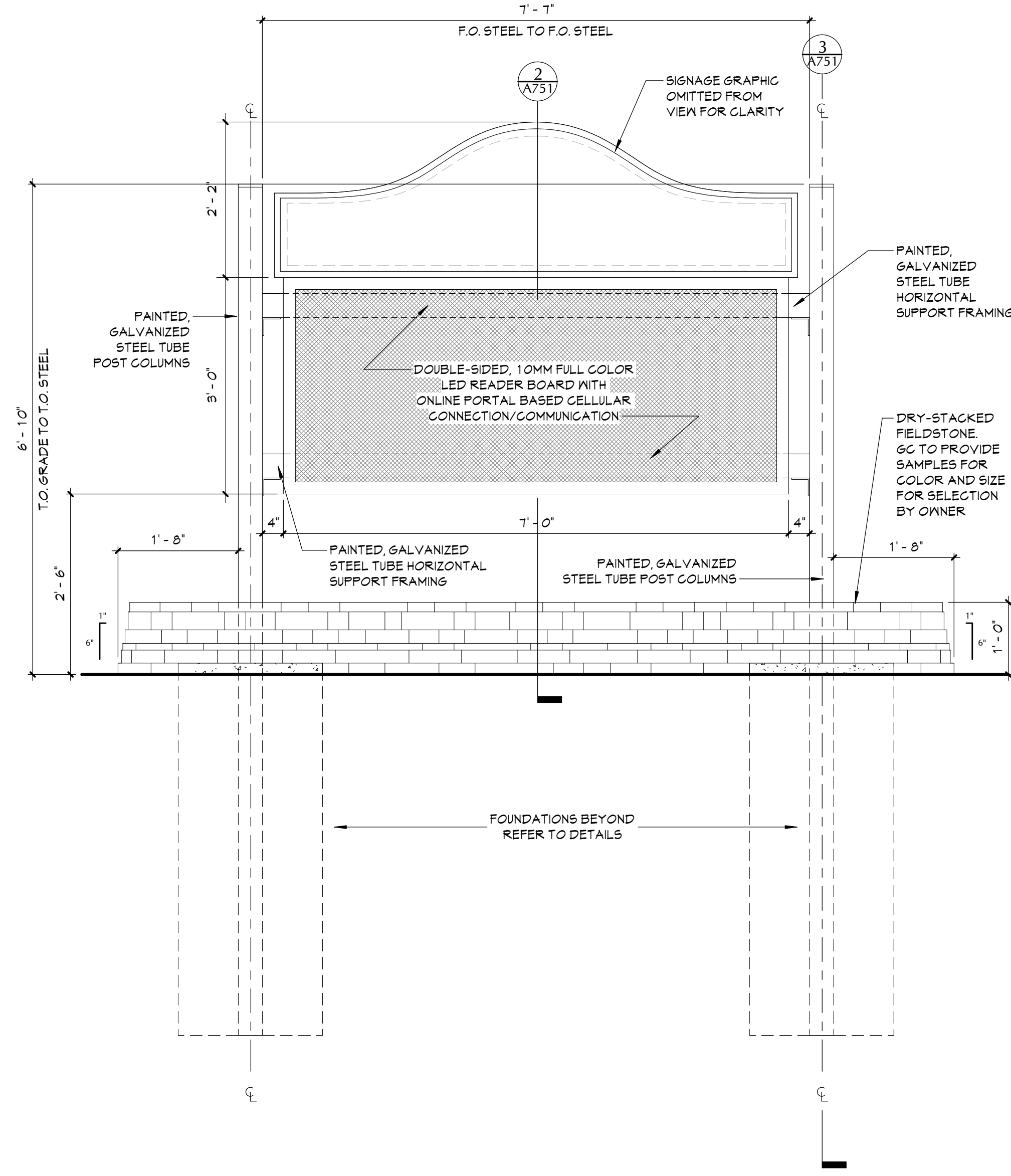
8 EMBLEM PLAQUE SIGNAGE MOUNTING
A751 1" = 1'-0"



2 LED SIGN SECTION
A751 3/4" = 1'-0"



7 CHANNEL LETTER SIGNAGE MOUNTING
A751 3/4" = 1'-0"



1 LED SIGN ELEVATION
A751 3/4" = 1'-0"

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NEW HAMPTON FIRE DEPARTMENT
NEW FIRE STATION
5024 STATE ROUTE 17M, NEW HAMPTON, NY 10958

Project Title



NO.	DATE	DESCRIPTION
1	1/1/23	Rev. Addition #1
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Drawn By: CSA
Checked By: CSA
Proj. #: 840-2101
Issued for Bid: 12/19/2022

Sheet Title

SITE AND
SIGNAGE
DETAILS

Sheet No.

A751

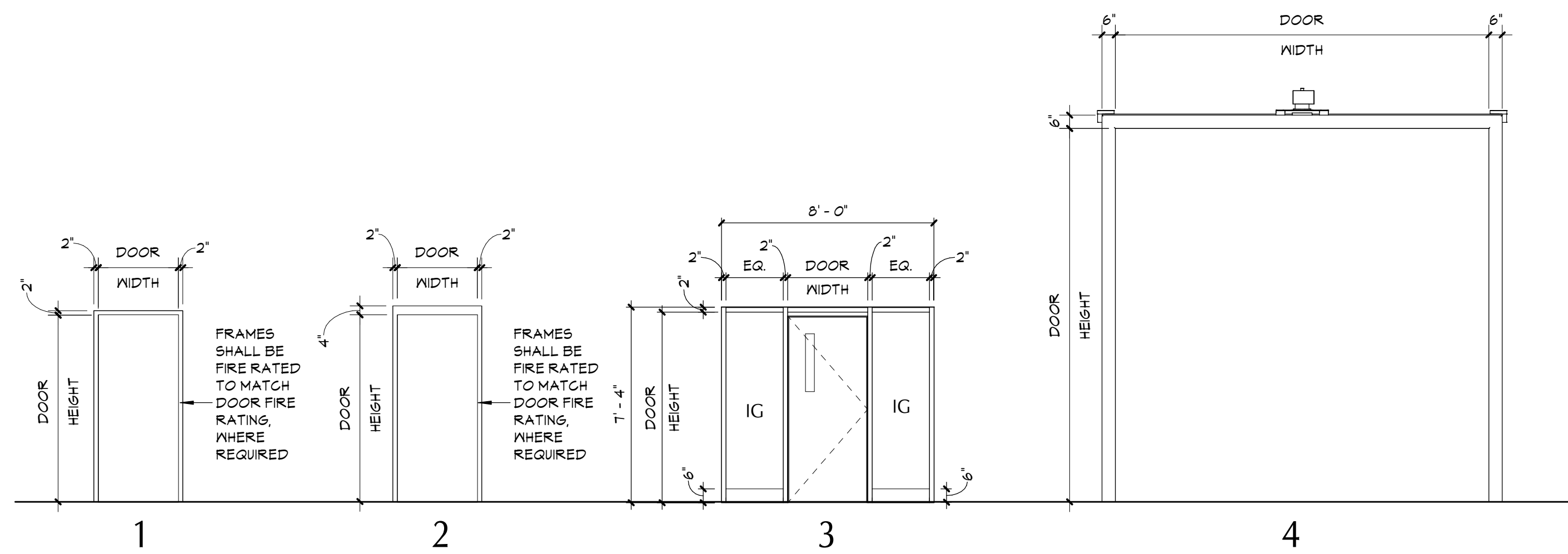
CONSTRUCTION DOCUMENTS

CSARCH

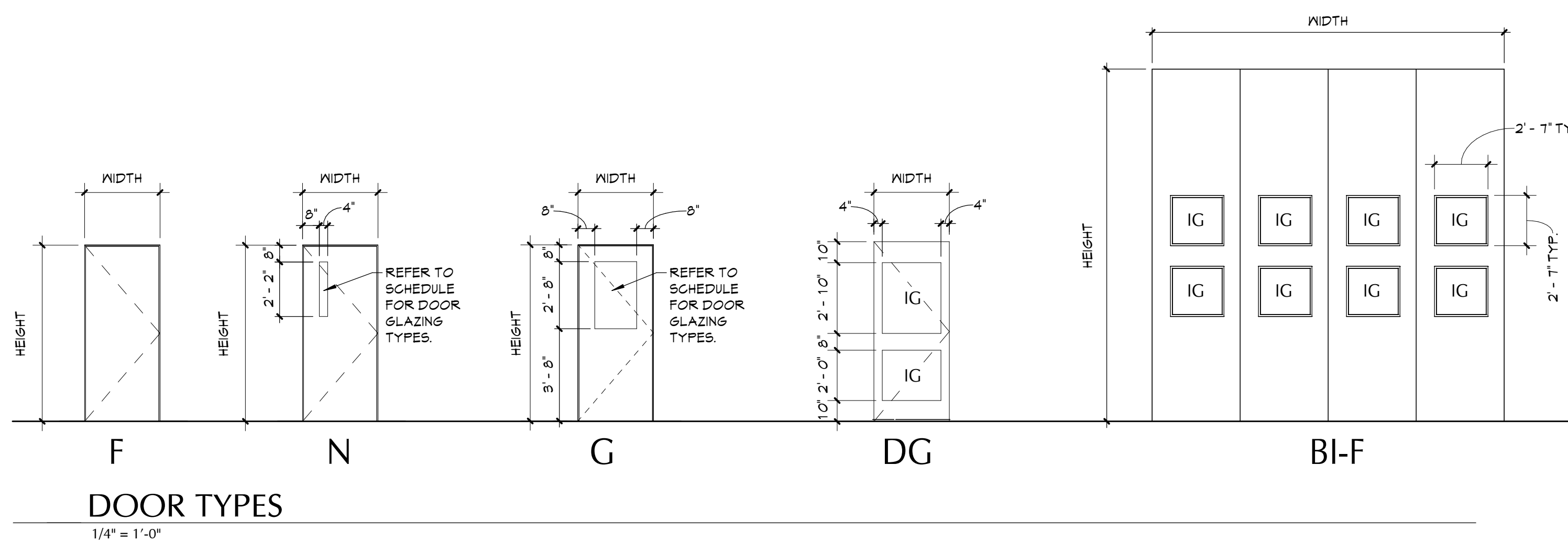
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11 JAMB DETAIL C
A901 3" = 1'-0"

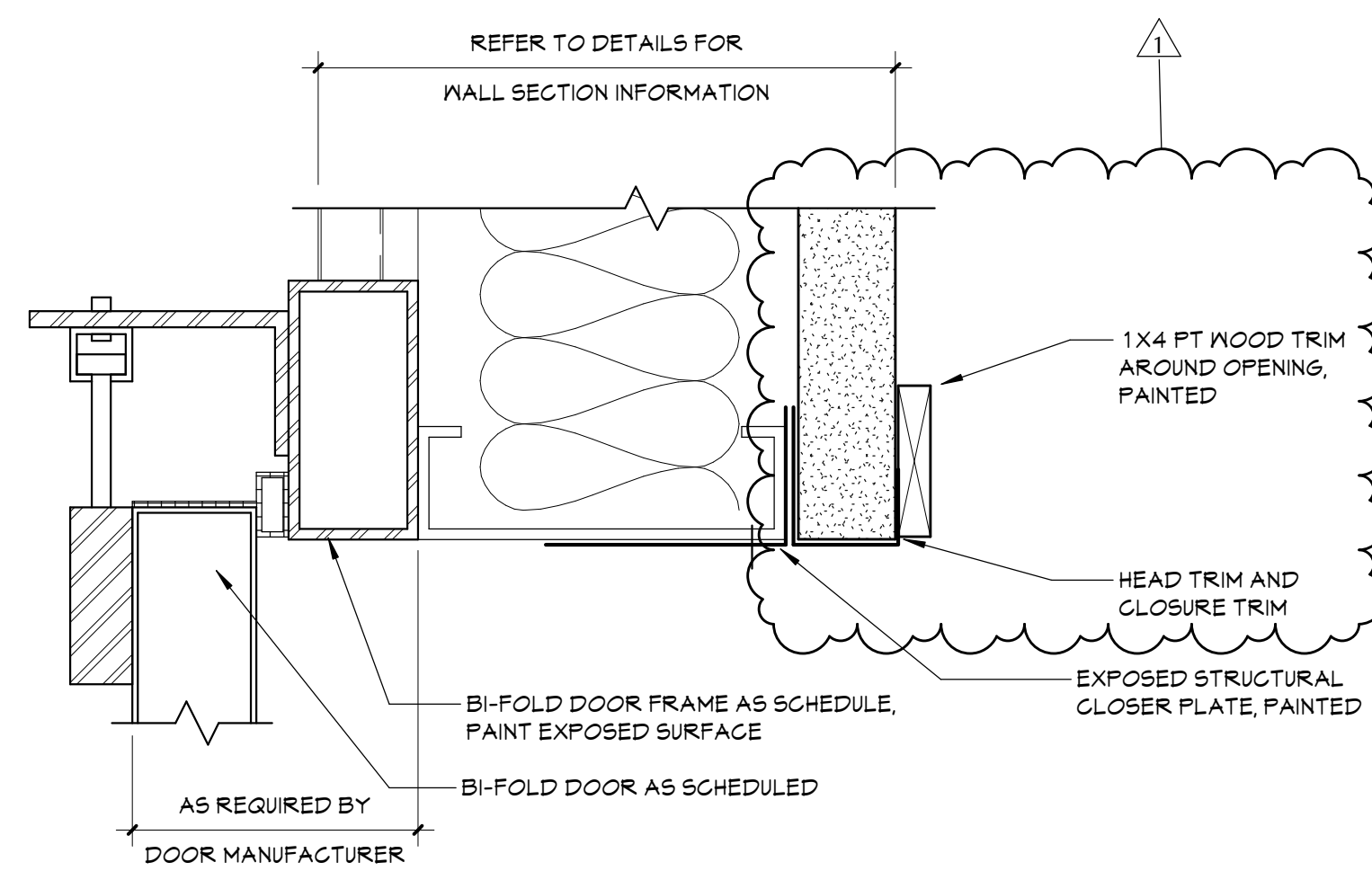
AT METAL PANELS



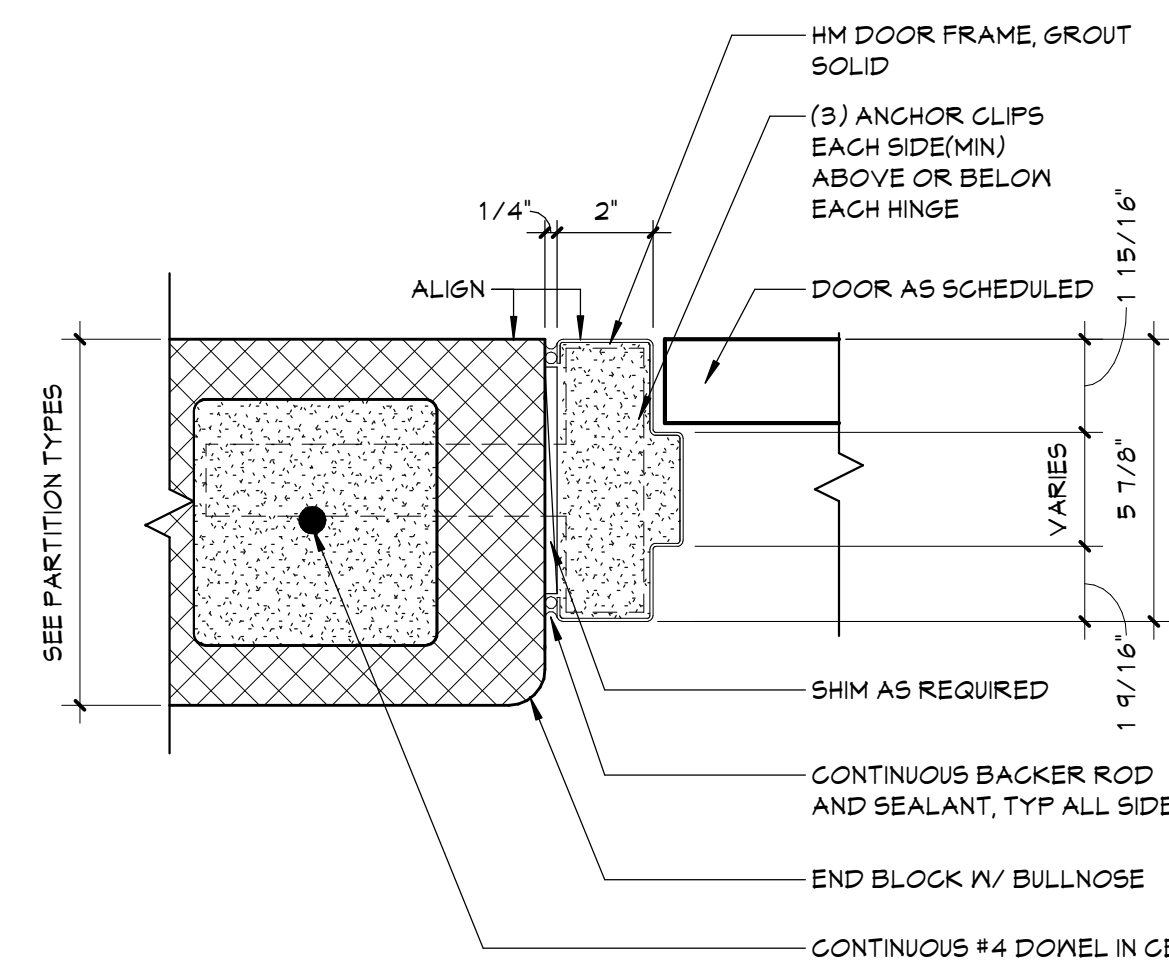
FRAME TYPES



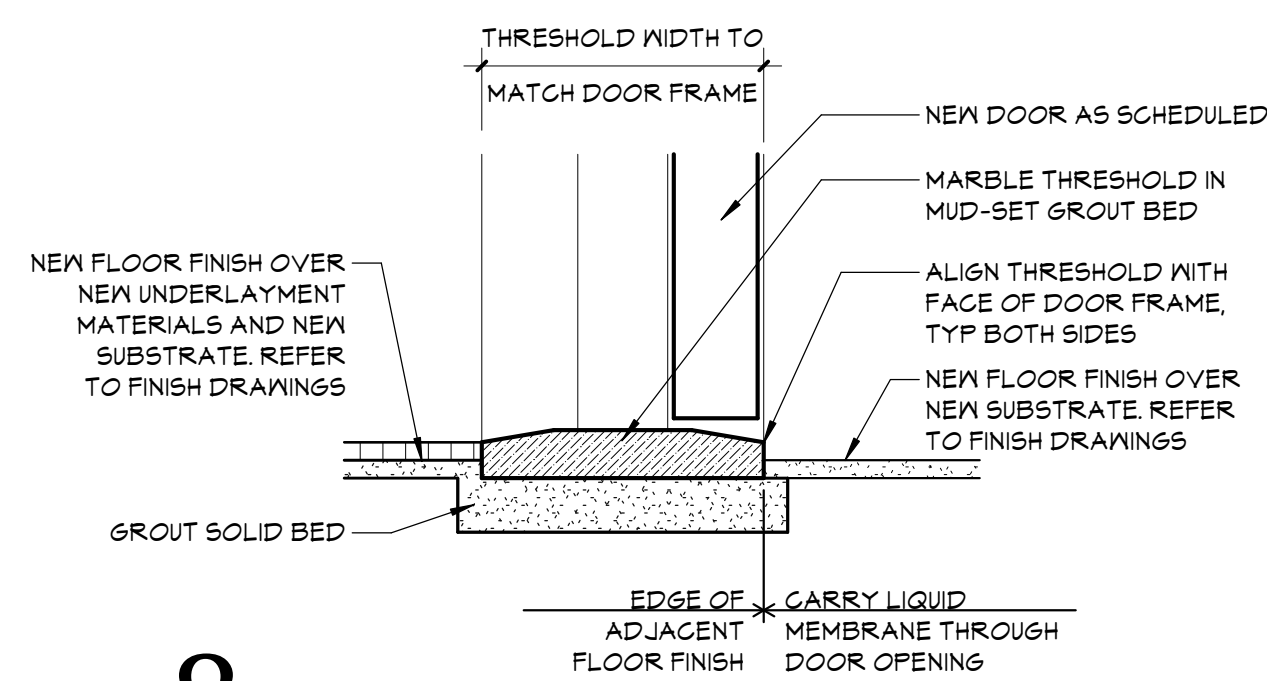
DOOR TYPES



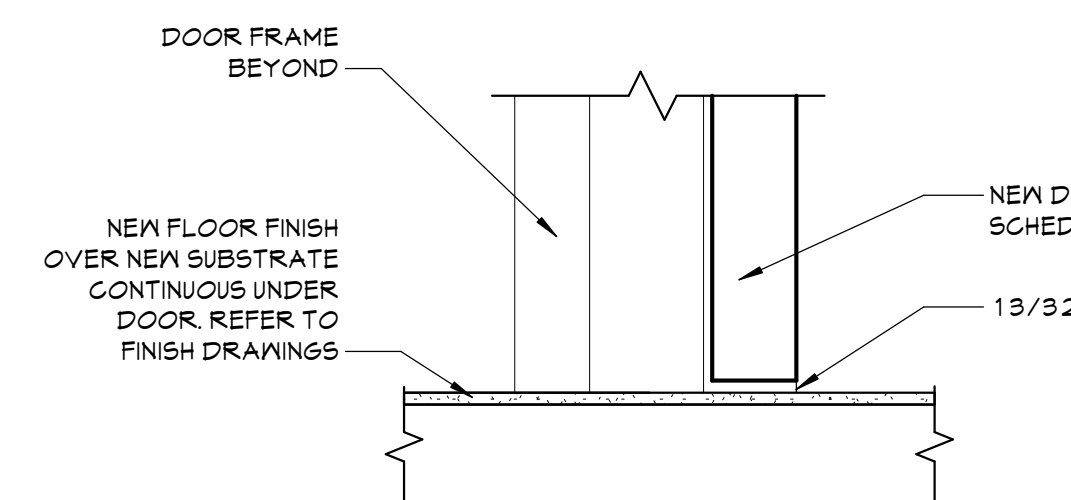
14 HEAD DETAIL



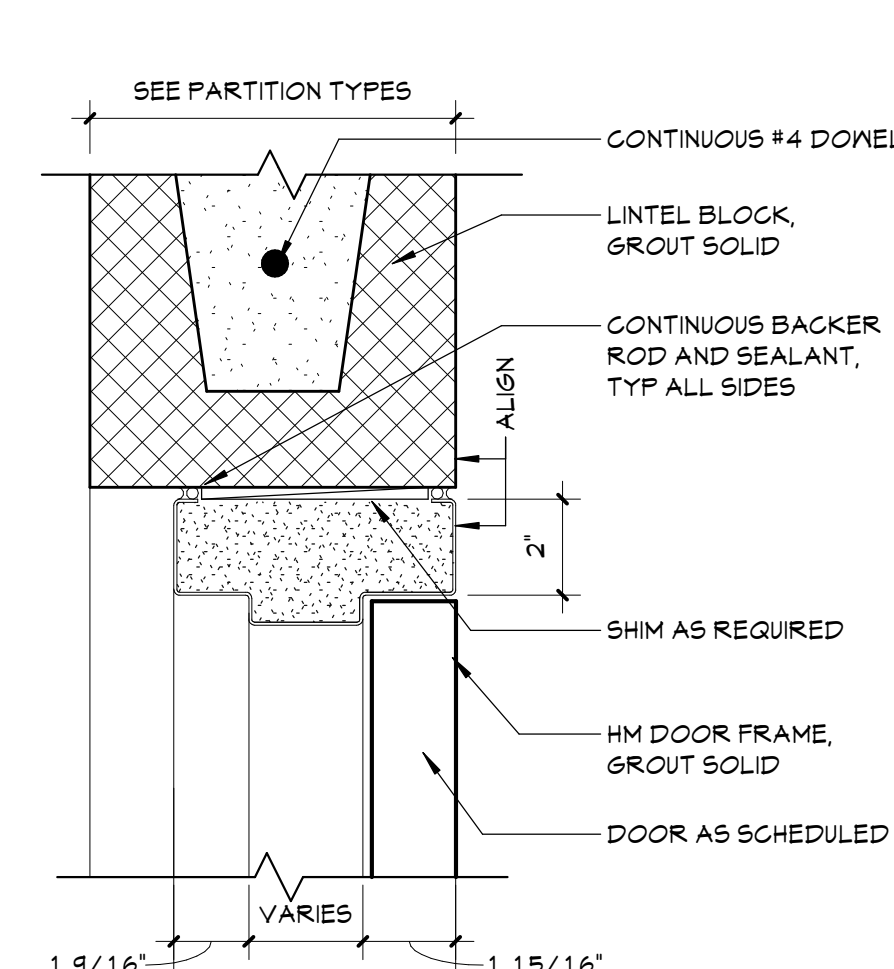
10 JAMB DETAIL B
A901 3" = 1'-0"



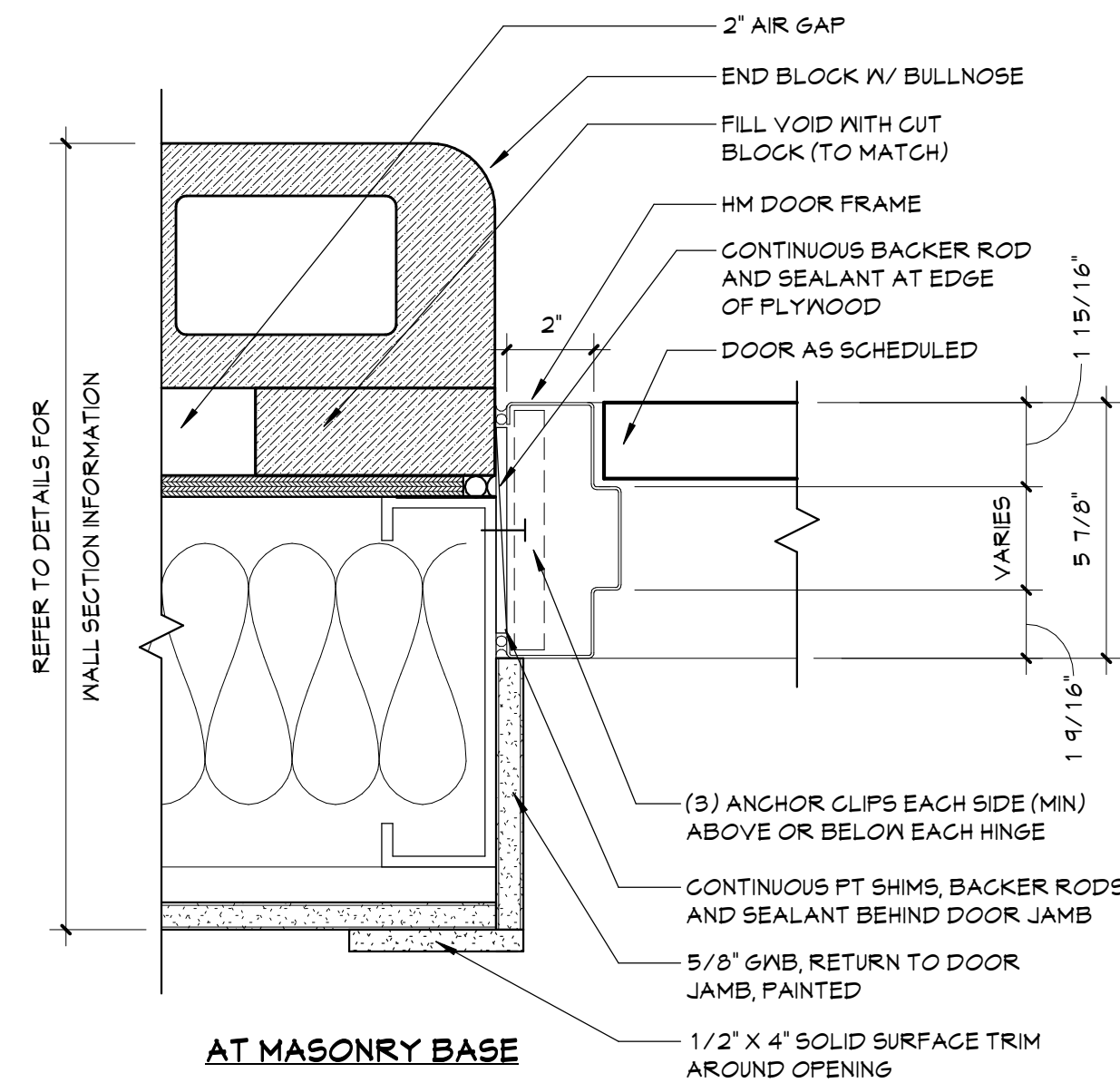
8 SILL DETAIL F
A901 3" = 1'-0"



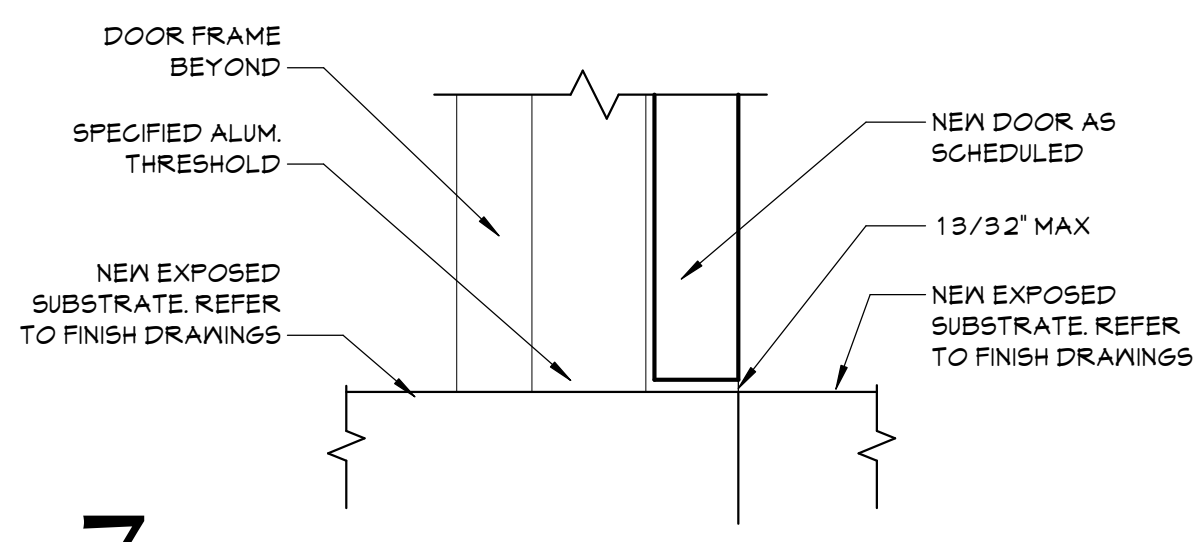
5 SILL DETAIL C
A901 3" = 1'-0"



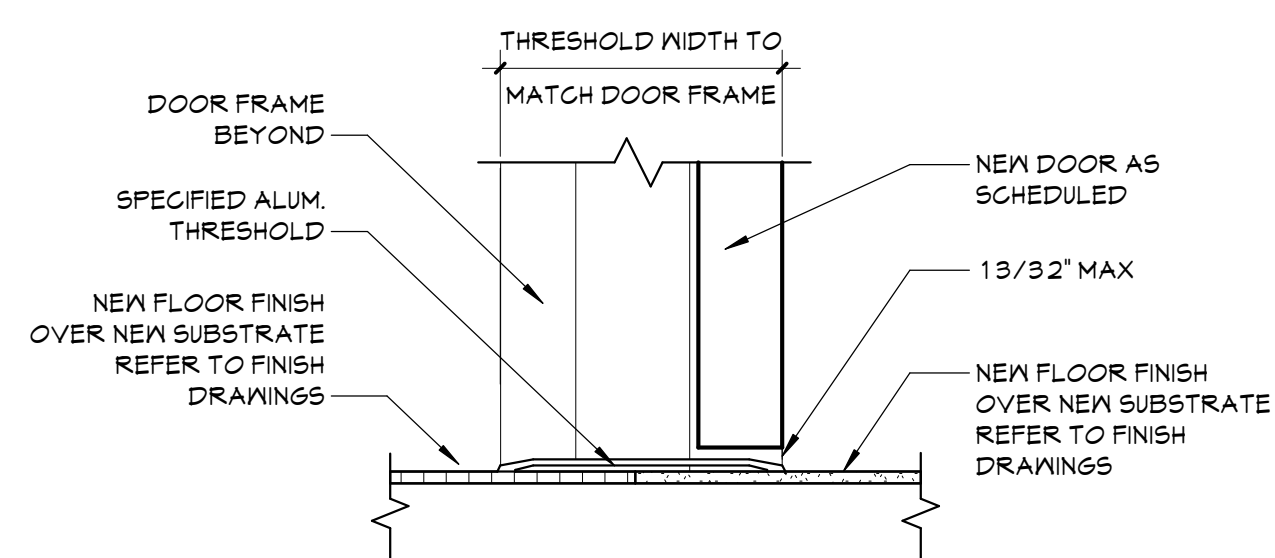
13 HEAD DETAIL B



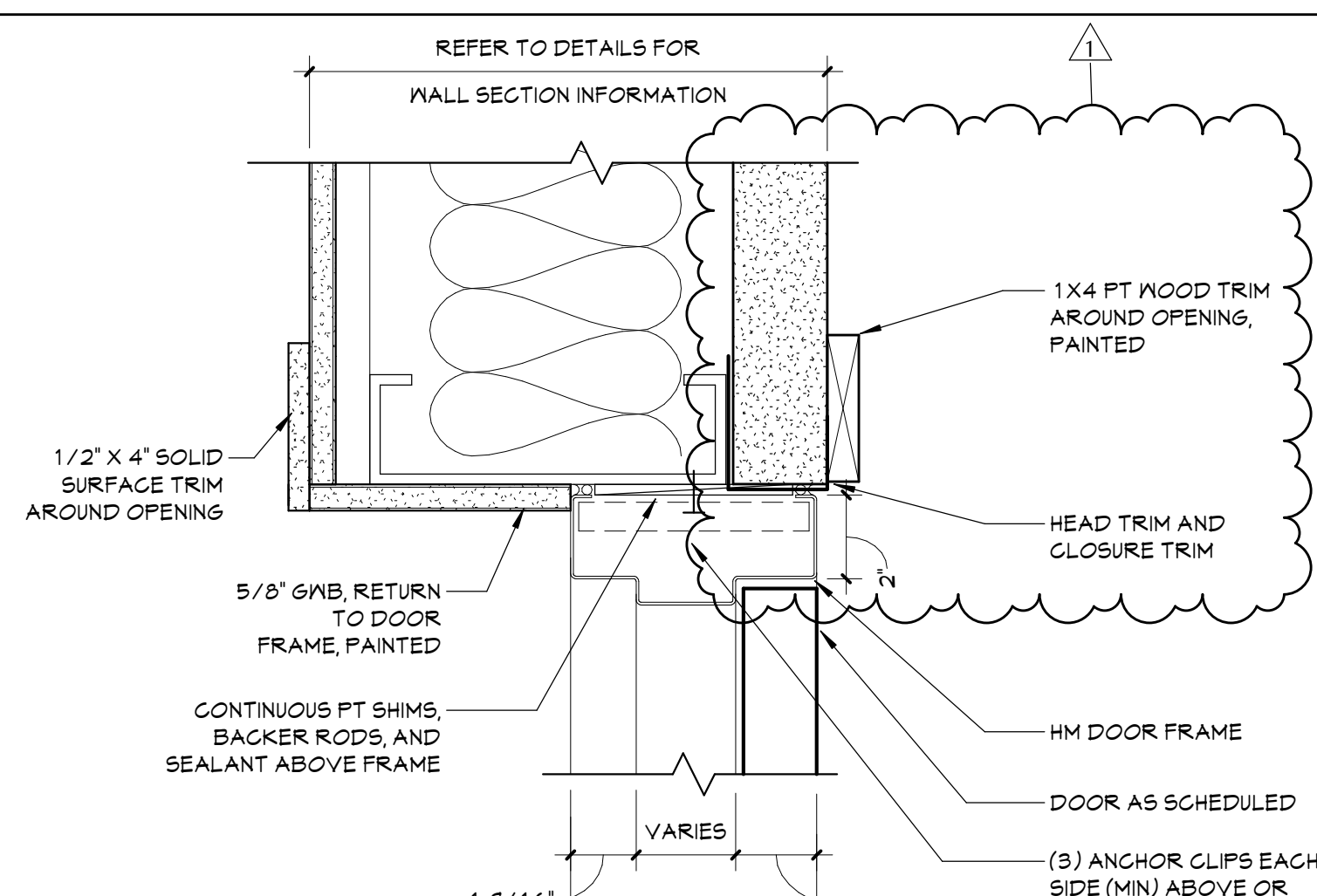
9 JAMB DETAIL A
A901 3" = 1'-0"



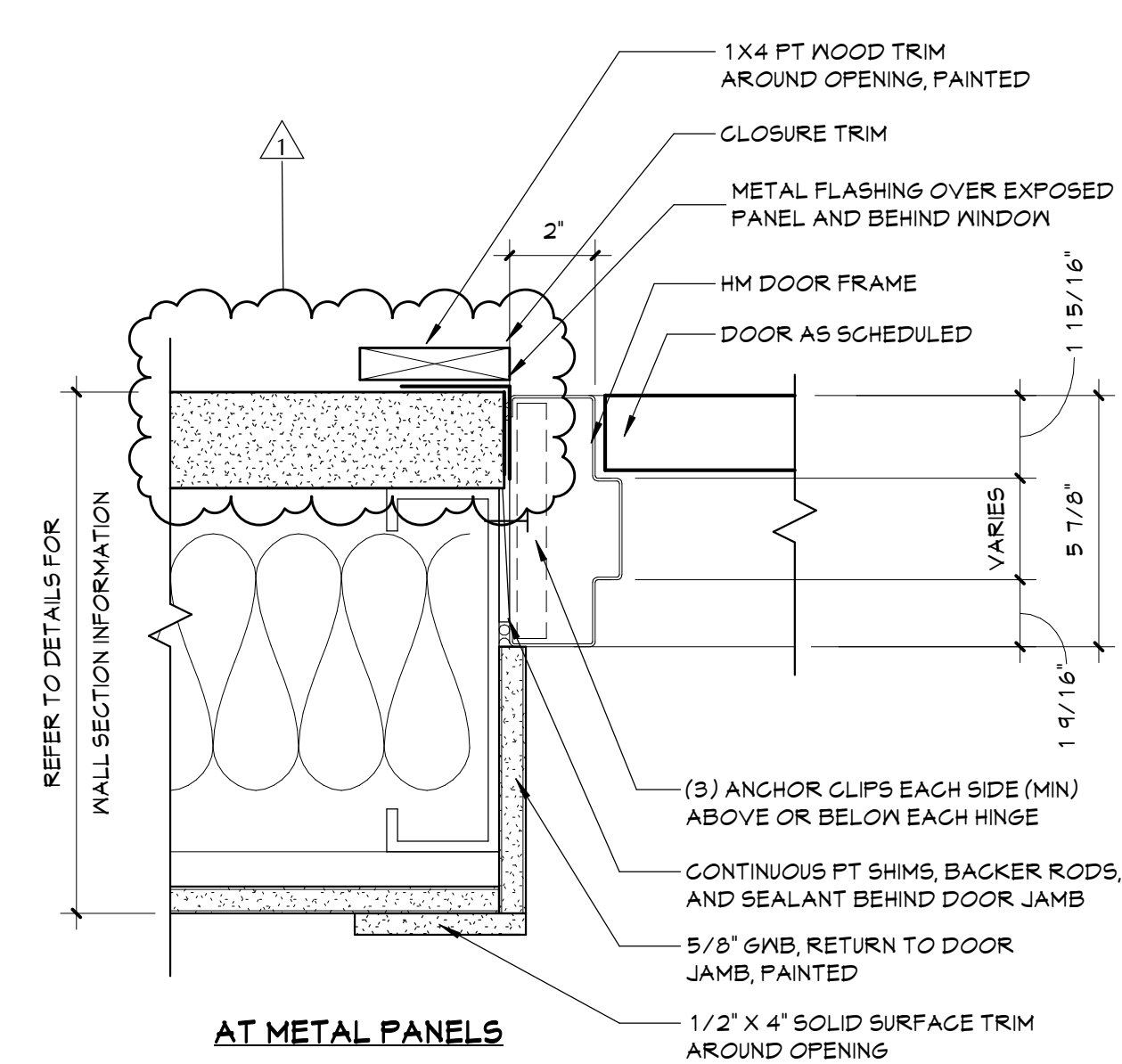
7 SILL DETAIL E
A901 3" = 1'-0"



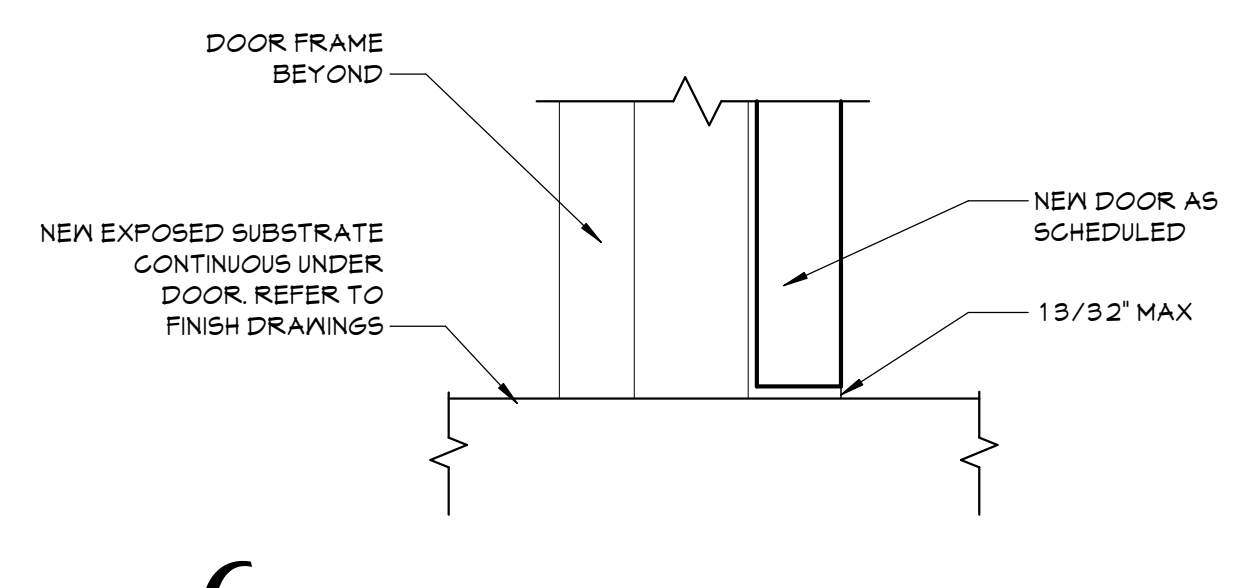
4 SILL DETAIL B
A901 3" = 1'-0"



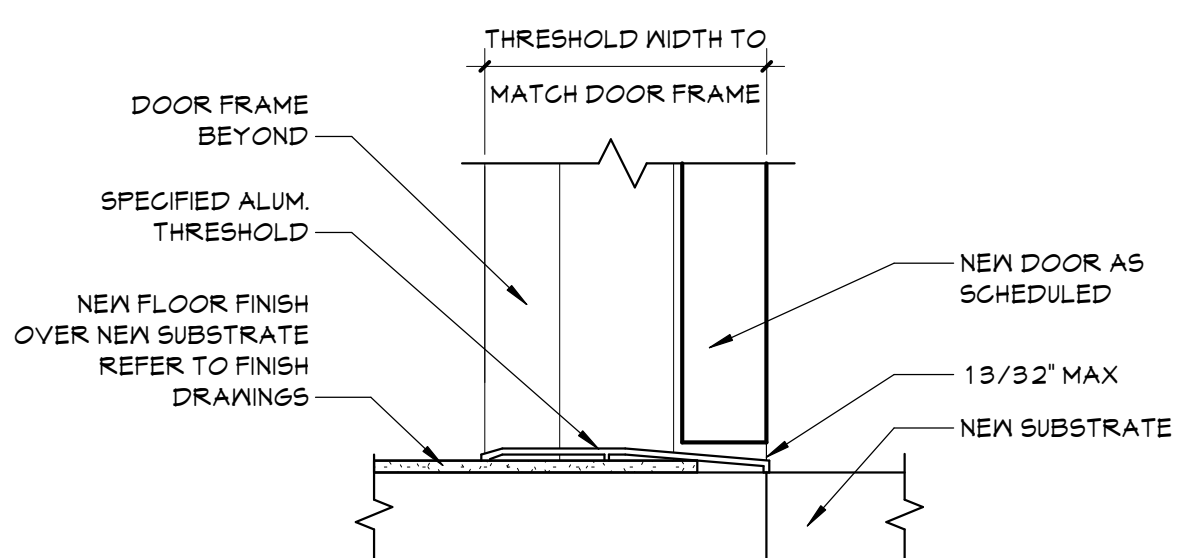
12 HEAD DETAIL A
A901 3" = 1'-0"



AT METAL PANELS



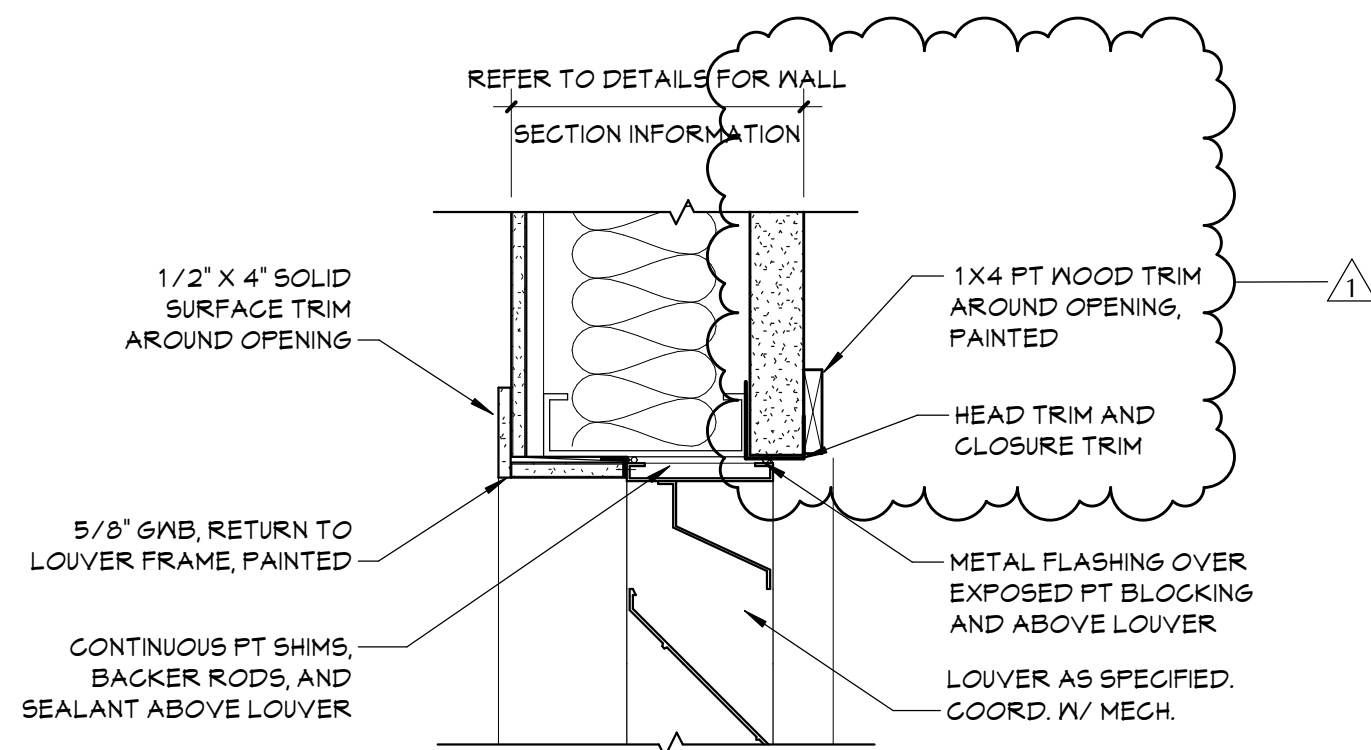
6 SILL DETAIL D



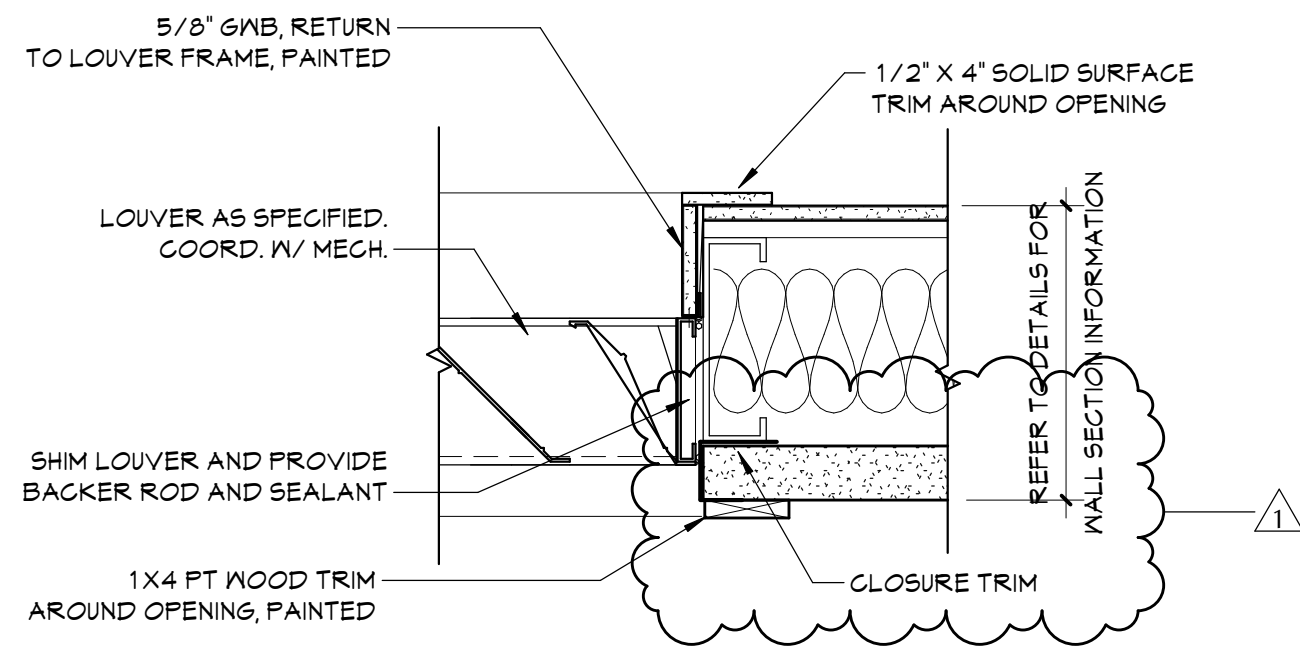
3 SILL DETAIL A
A901 3" = 1'-0"

DOOR SCHEDULE																										
DOOR NUMBER		QUANTITY	DOOR										FRAME										REMARKS	DOOR NUMBER		
			FROM				TO		WIDTH	HEIGHT	THICKNESS	TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	SILL DETAIL	JAMB DETAIL	HEAD DETAIL	LABEL (MM)	GLAZING			HARDWARE	ACCESS CONTROL
100A	1	100	APPARATUS BAY	-	EXTERIOR	3' - 0"	7'- 0"	1 3/4"	G	HM	PT	1	HM	PT	3/A901	9/A901	12/A901	-	IG	3	YES			100A		
100B	1	100	APPARATUS BAY	-	EXTERIOR	3' - 0"	7'- 0"	1 3/4"	G	HM	PT	1	HM	PT	3/A901	9/A901	12/A901	-	IG	3	YES			100B		
100C	1	-	EXTERIOR	100	APPARATUS BAY	14'- 0"	14'- 0"	-	BL-F	STL	PT	4	HM	PT	3/3501	11/A901	14/A901	-	IG	-		REFER TO FOLDING DOOR DETAILS AND SPECIFICATIONS		100C		
100D	1	-	EXTERIOR	100	APPARATUS BAY	14'- 0"	14'- 0"	-	BL-F	STL	PT	4	HM	PT	3/3501	11/A901	14/A901	-	IG	-		REFER TO FOLDING DOOR DETAILS AND SPECIFICATIONS		100D		
100E	1	-	EXTERIOR	100	APPARATUS BAY	14'- 0"	14'- 0"	-	BL-F	STL	PT	4	HM	PT	3/3501	11/A901	14/A901	-	IG	-		REFER TO FOLDING DOOR DETAILS AND SPECIFICATIONS		100E		
100F	1	-	EXTERIOR	100	APPARATUS BAY	14'- 0"	14'- 0"	-	BL-F	STL	PT	4	HM	PT	3/3501	11/A901	14/A901	-	IG	-		REFER TO FOLDING DOOR DETAILS AND SPECIFICATIONS		100F		
101A	1	101	RADIO ROOM	100	APPARATUS BAY	3'- 0"	7'- 0"	1 3/4"	G	HM	PT	2	HM	PT	4/A901	10/A901	13/A901	-	LM	1				101A		
101B	1	100	APPARATUS BAY	101	RADIO ROOM	3'- 0"	7'- 0"	1 3/4"	G	HM	PT	2	HM	PT	4/A901	10/A901	13/A901	-	LM	1				101B		
102	1	100	APPARATUS BAY	102	UTILITY	3'- 0"	7'- 0"	1 3/4"	N	HM	PT	2	HM	PT	5/A901	10/A901	13/A901	90	FR	5				102		
102A	1	102	UTILITY	102A	DECON. ROOM	3'- 0"	7'- 0"	1 3/4"	F	HM	PT	2	HM	PT	8/A901	10/A901	13/A901	90	-	6				102A		
102B	1	-	EXTERIOR	102	UTILITY	3'- 0"	7'- 0"	1 3/4"	F	HM	PT	1	HM	PT	3/A901	9/A901	12/A901	-	-	3	YES			102B		
103	1	105	VESTIBULE	103	TOILET	3'- 0"	7'- 0"	1 3/4"	F	HM	PT	2	HM	PT	8/A901	10/A901	13/A901	45	-	2				103		
104	1	104	TOILET	105	VESTIBULE	3'- 0"	7'- 0"	1 3/4"	F	HM	PT	2	HM	PT	8/A901	10/A901	13/A901	45	-	2				104		
105	1	100	APPARATUS BAY	105	VESTIBULE	3'- 0"	7'- 0"	1 3/4"	N	HM	PT	2	HM	PT	5/A901	10/A901	13/A901	90	FR	8				105		
105A	1	-	EXTERIOR	105	VESTIBULE	3'- 0"	7'- 1 3/4"	1 3/4"	DG	HM	FF	3	HM	PT	3/A901	9/A901	12/A901	-	IG	3	YES			105A		
106	1	100	APPARATUS BAY	106	CHIEF'S OFFICE	3'- 0"	7'- 0"	1 3/4"	N	HM	PT	2	HM	PT	4/A901	10/A901	13/A901	90	FR	7				106		
106A	1	106	CHIEF'S OFFICE	105	VESTIBULE	3'- 0"	7'- 0"	1 3/4"	N	HM	PT	2	HM	PT	4/A901	10/A901	13/A901	45	FR	7				106A		
107	1	107	ARCHIVE STORAGE	100	APPARATUS BAY	3'- 0"	7'- 0"	1 3/4"	F	HM	PT	2	HM	PT	4/A901	10/A901	13/A901	90	-	4				107		
108	1	100	APPARATUS BAY	108	COMMISSIONER'S OFFICE	3'- 0"	7'- 0"	1 3/4"	N	HM	PT	2	HM	PT	4/A901	10/A901	13/A901	90	FR	1				108		
108A	1	108	COMMISSIONER'S OFFICE	-	EXTERIOR	3'- 0"	7'- 0"	1 3/4"	G	HM	PT	1	HM	PT	3/A901	9/A901	12/A901	-	IG	3	YES			108A		
201	1	201	ELECTRICAL	200	MEZZANINE	3'- 0"	7'- 0"	1 3/4"	F	HM	PT	2	HM	PT	6/A901	10/A901	13/A901	60	-	5				201		

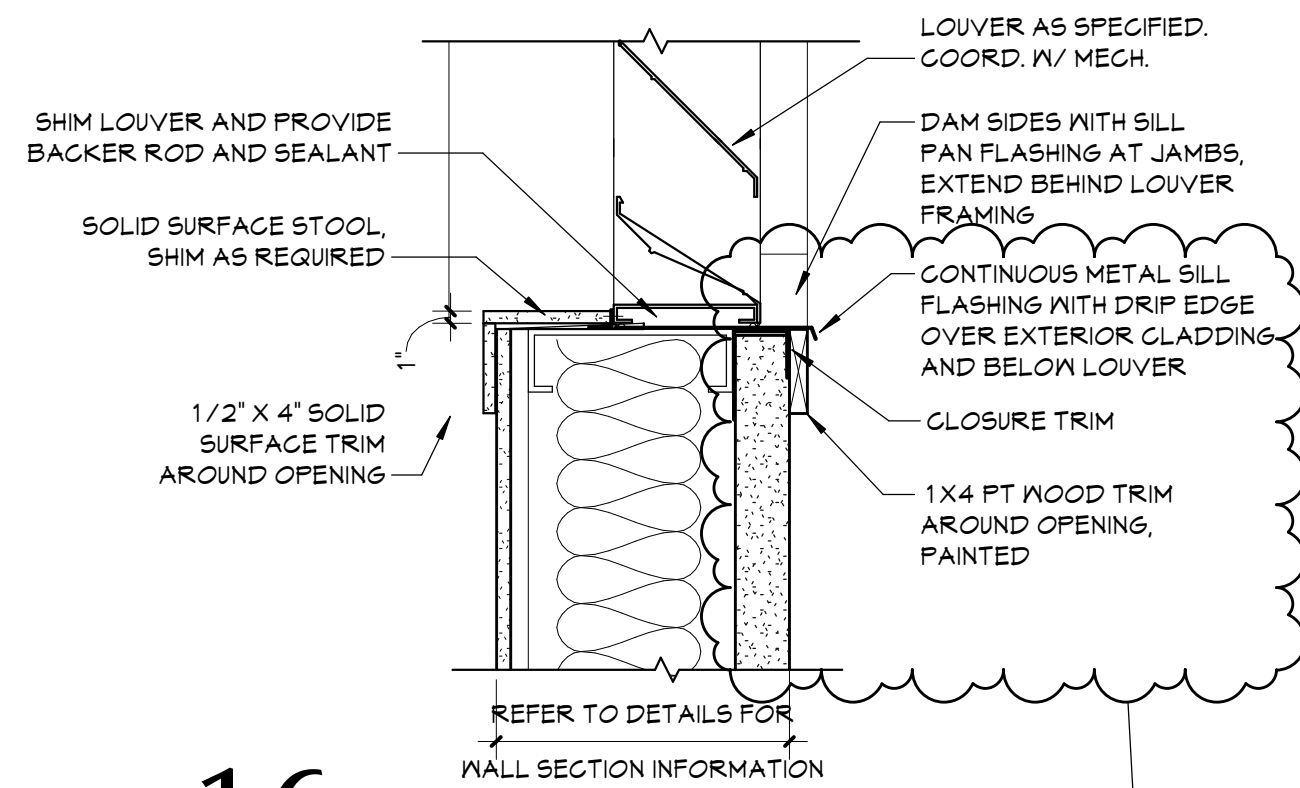
GLAZING TYPES	
IG	LOW-E COATED, INSULATED GLASS
FR	FIRE RATED GLASS
LM	LAMINATED GLASS



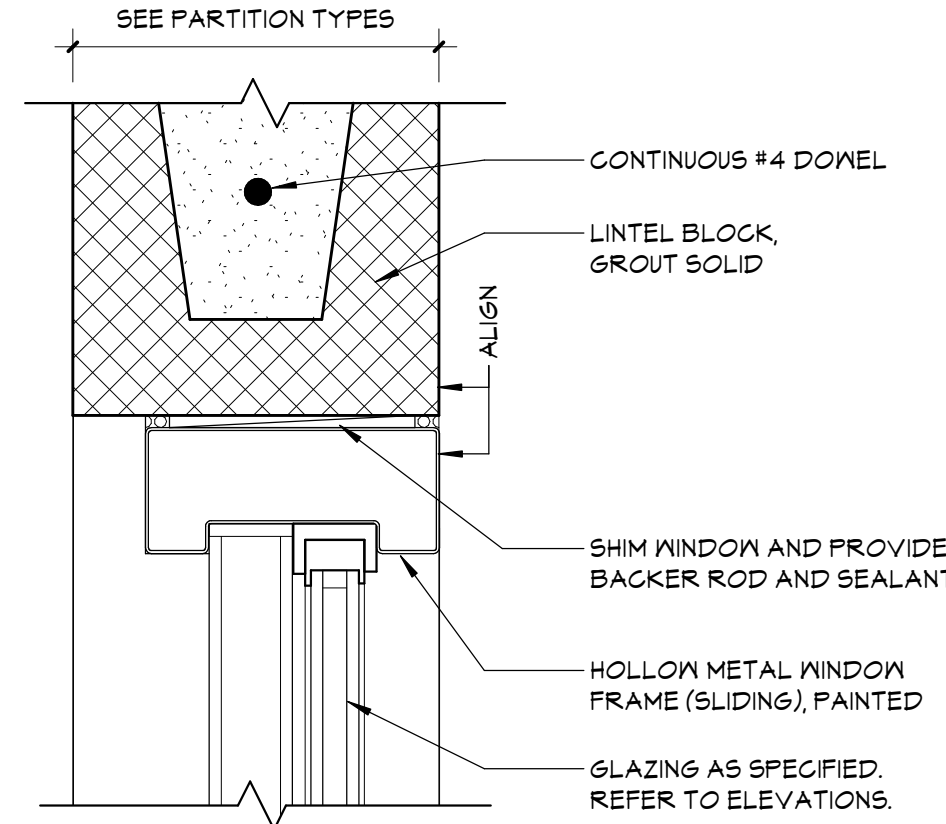
18 LOUVER HEAD A
A911 1 1/2" = 1'-0"



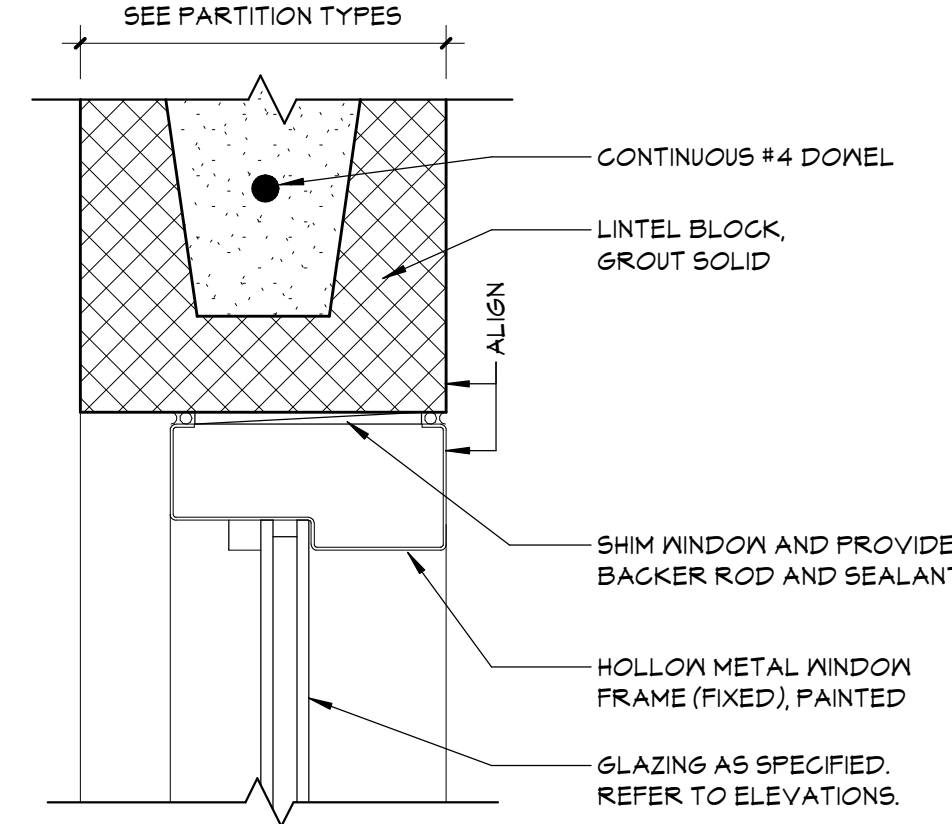
17 LOUVER JAMB A
A911 1 1/2" = 1'-0"



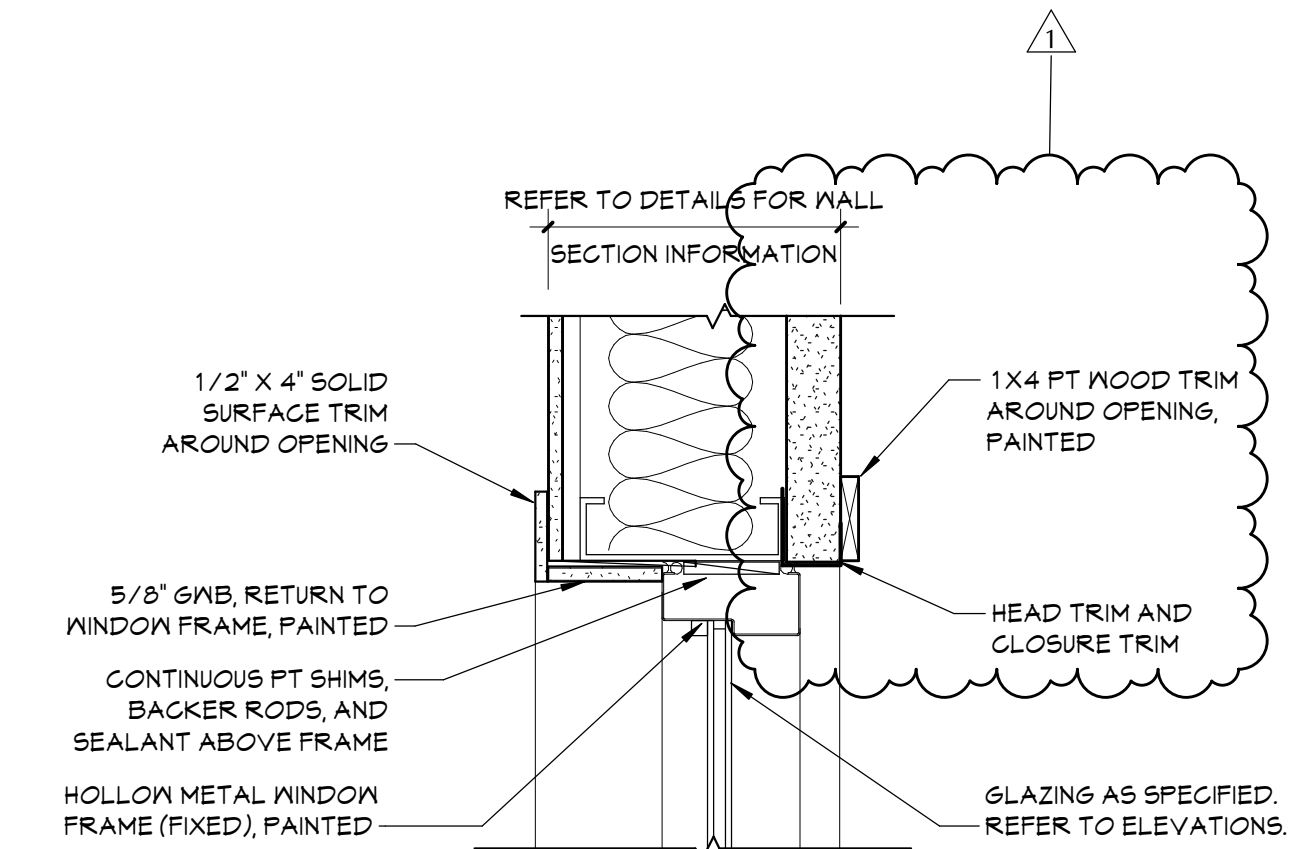
16 LOUVER SILL A
A911 1 1/2" = 1'-0"



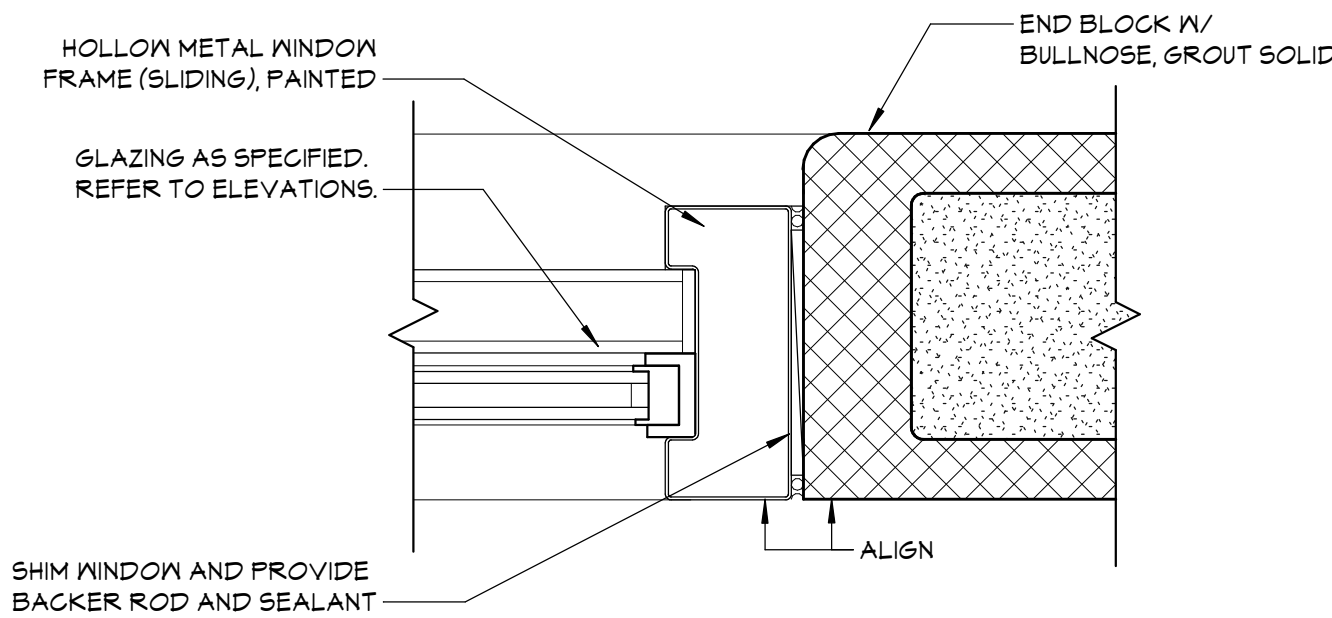
15 WINDOW HEAD C
A911 3" = 1'-0"



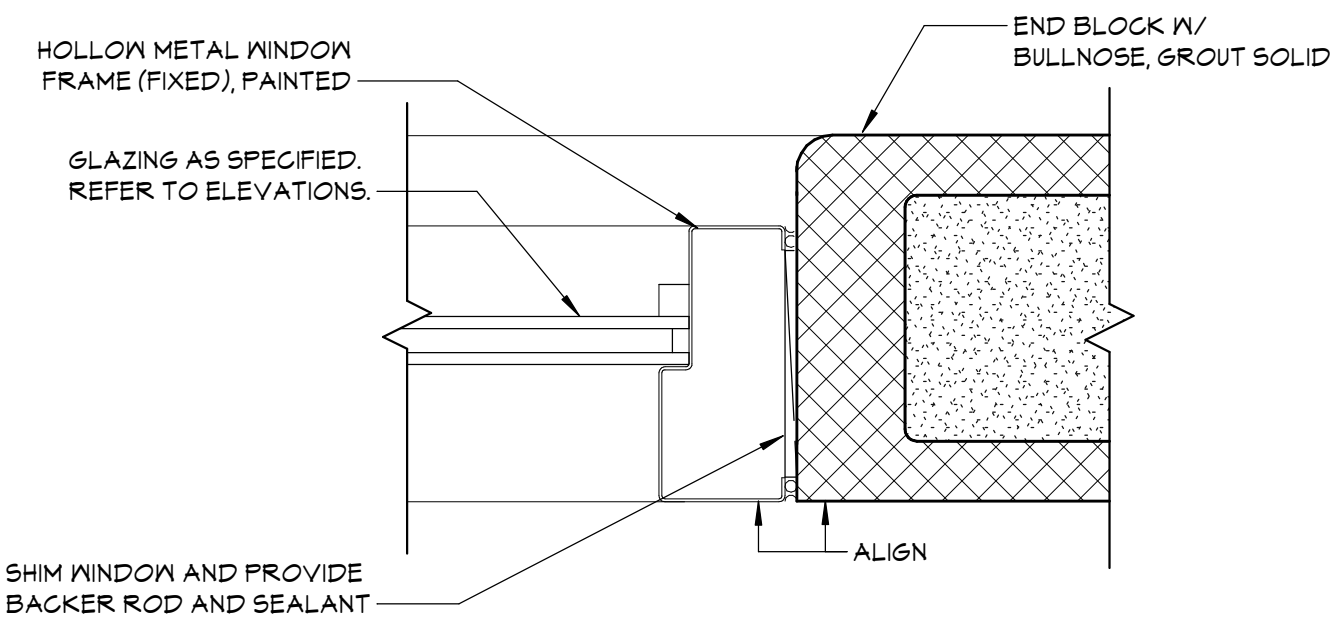
14 WINDOW HEAD B
A911 3" = 1'-0"



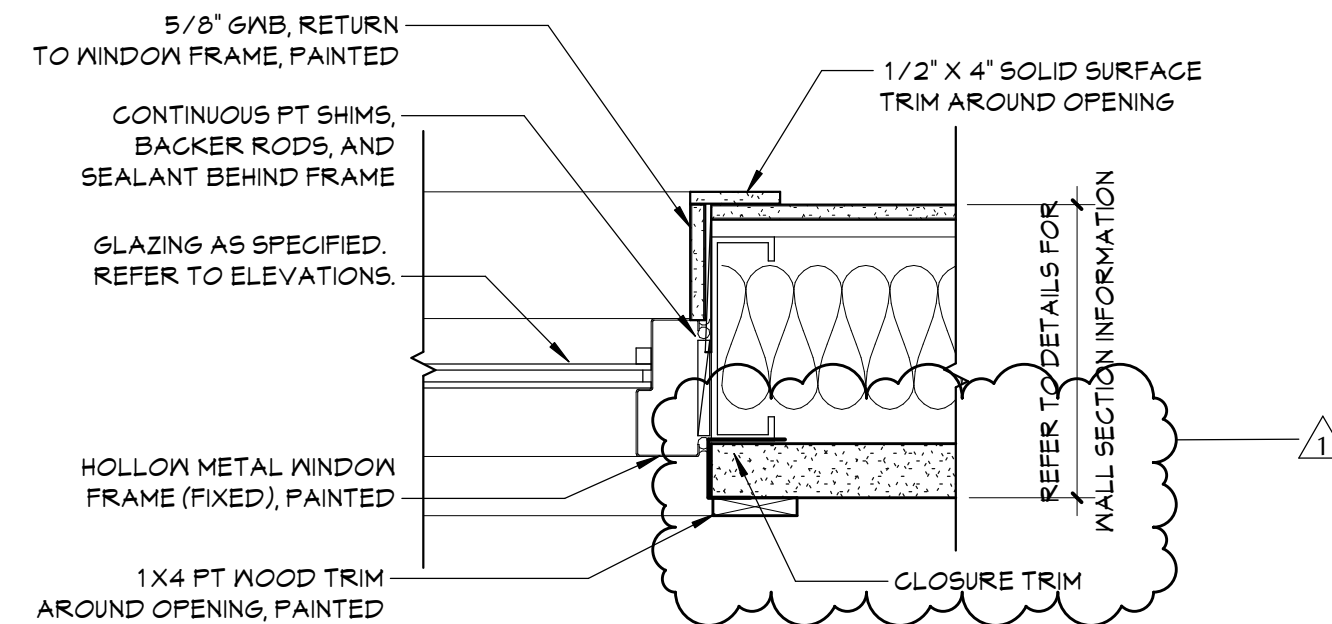
13 WINDOW HEAD A
A911 1 1/2" = 1'-0"



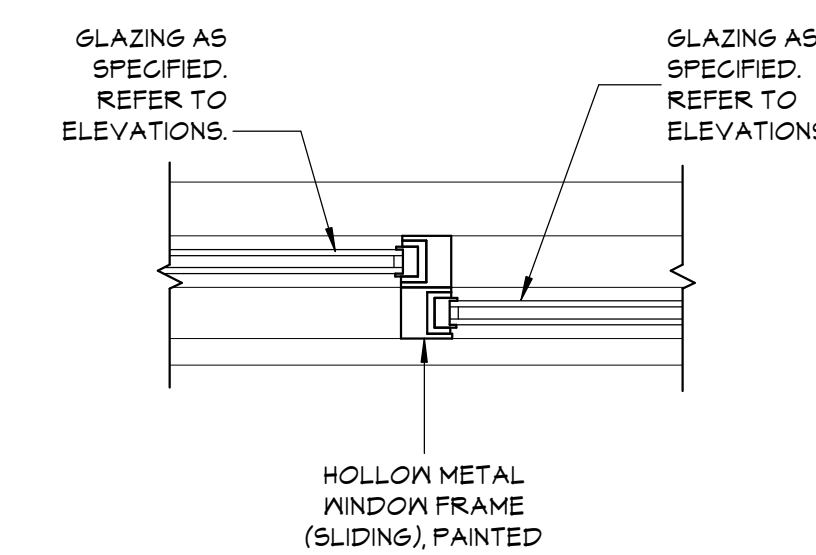
12 WINDOW JAMB C
A911 3" = 1'-0"



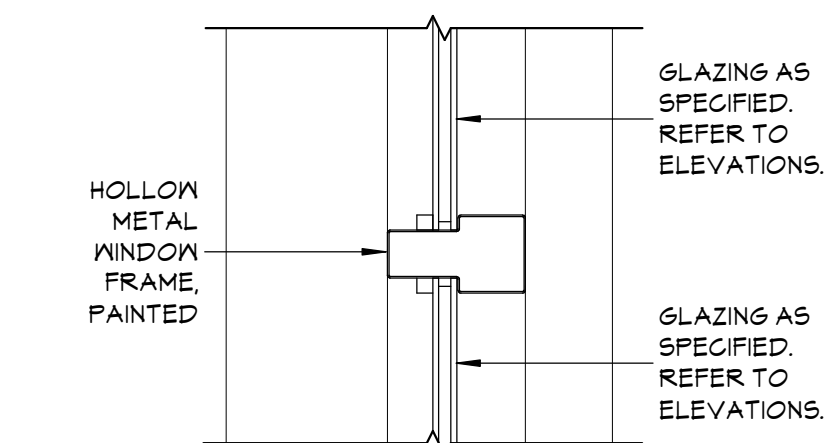
11 WINDOW JAMB B
A911 3" = 1'-0"



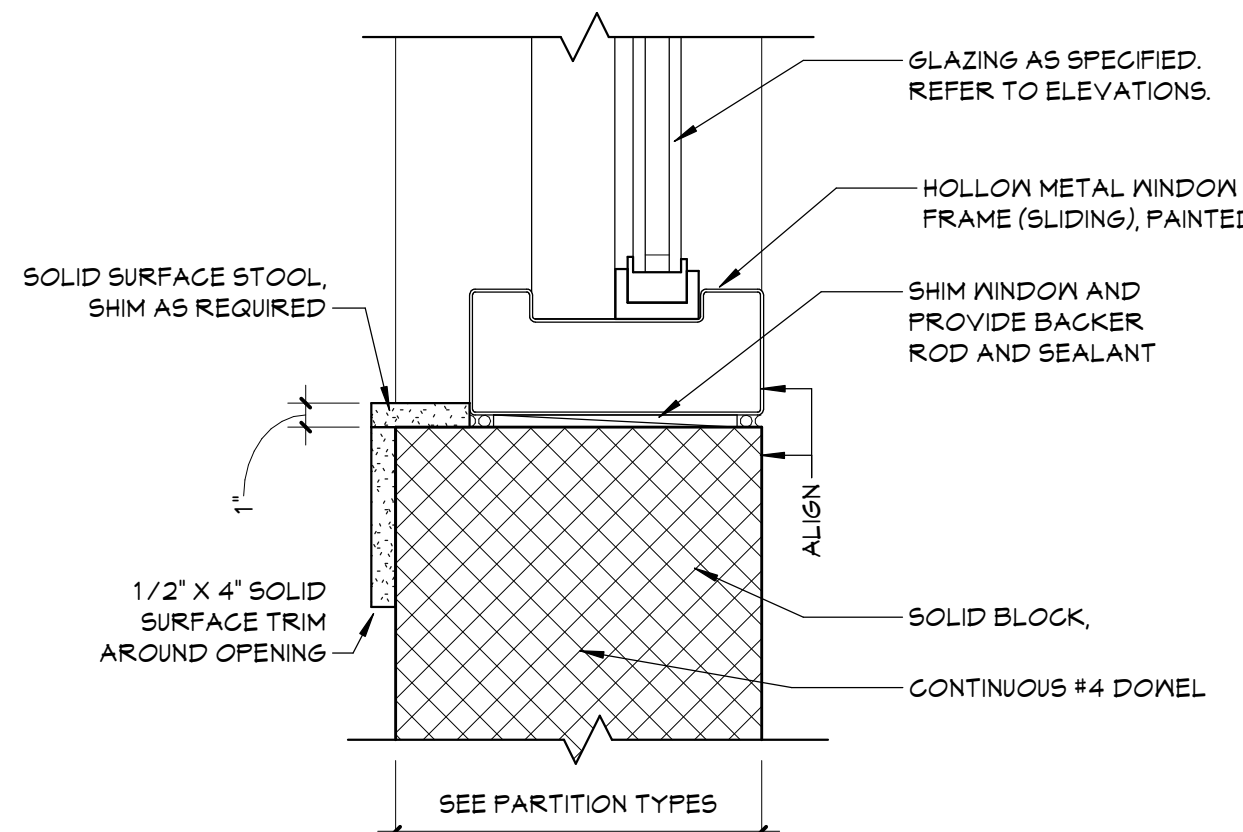
10 WINDOW JAMB A
A911 1 1/2" = 1'-0"



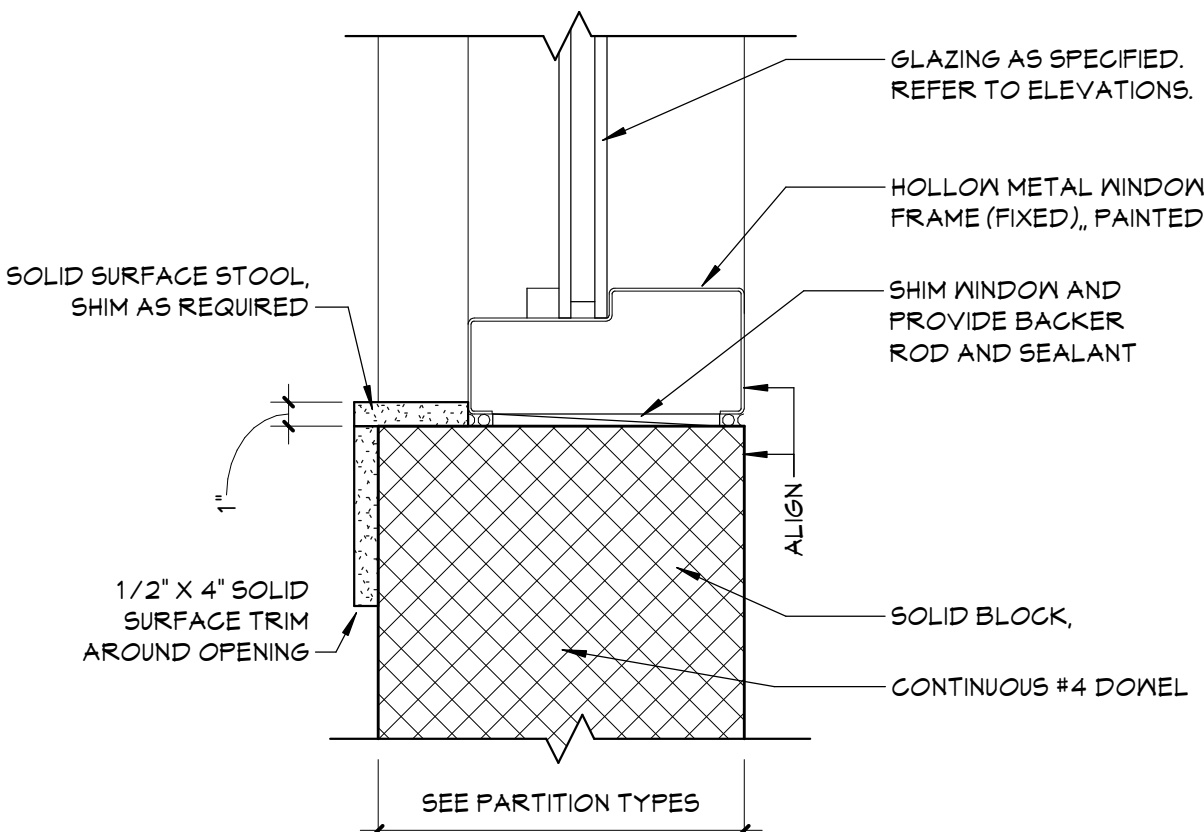
9 WINDOW MULLION B
A911 1 1/2" = 1'-0"



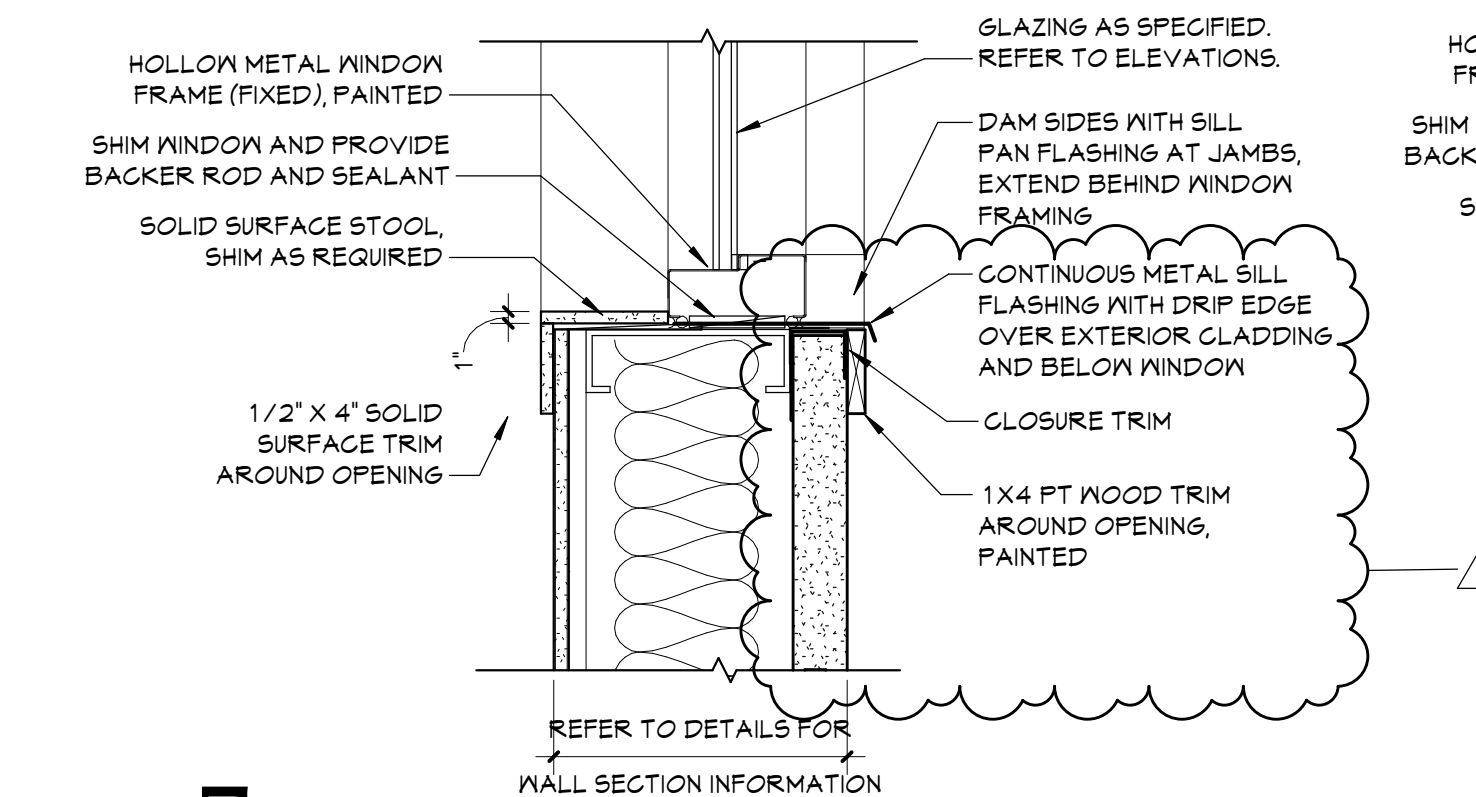
8 WINDOW MULLION A
A911 1 1/2" = 1'-0"



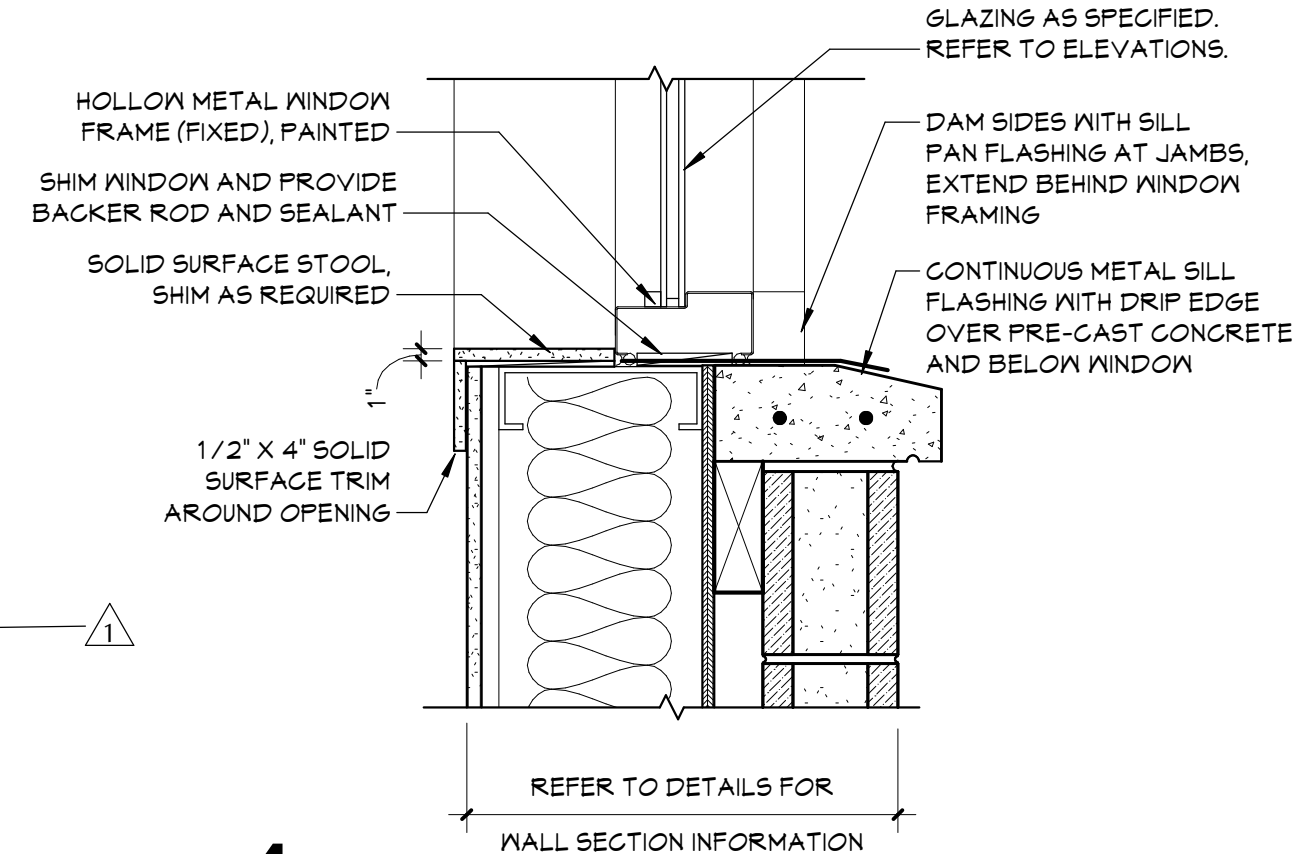
7 WINDOW SILL D
A911 3" = 1'-0"



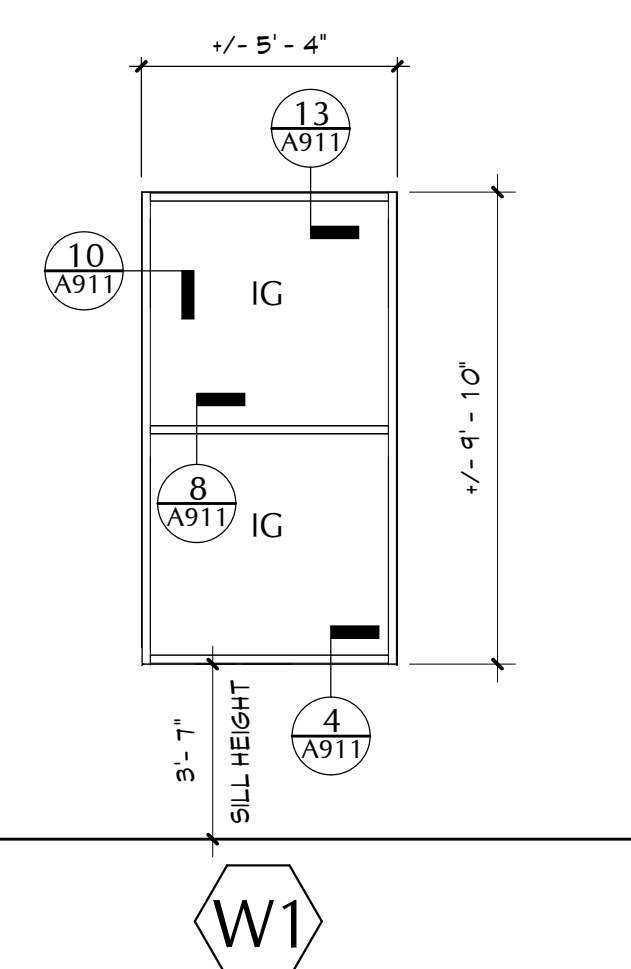
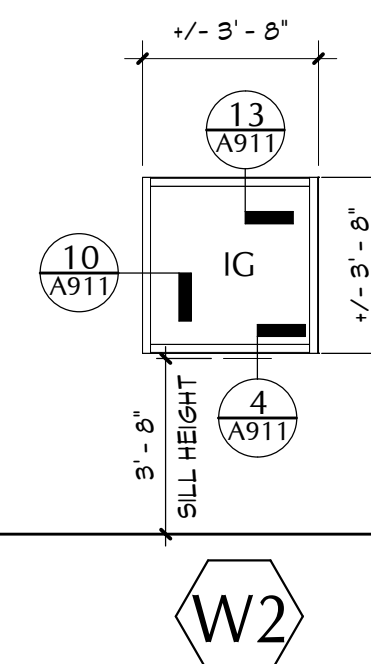
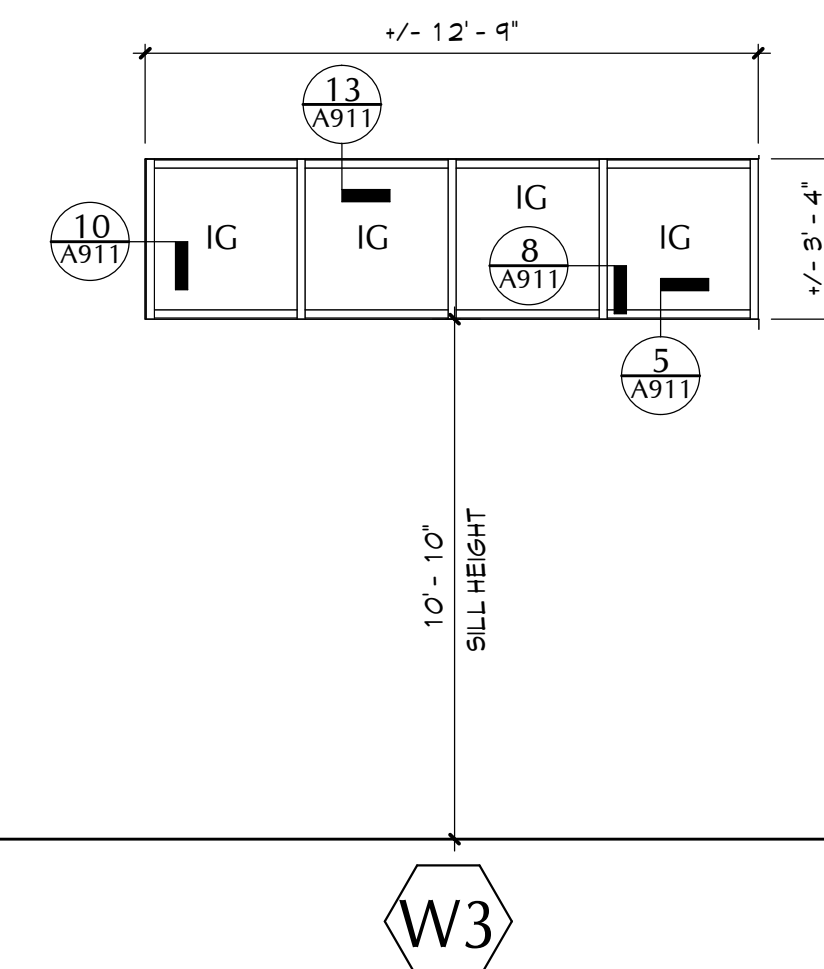
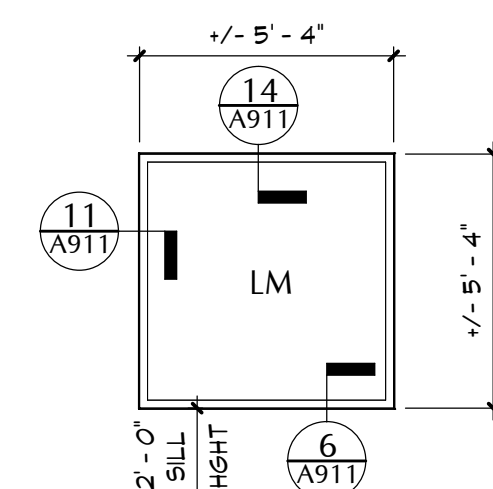
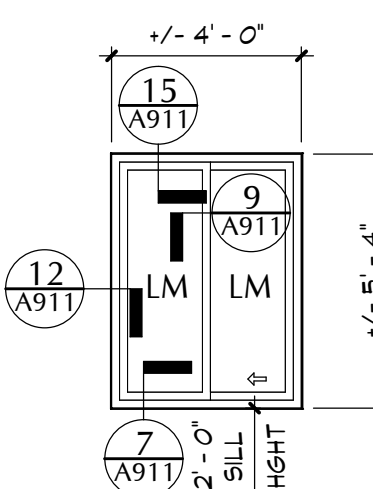
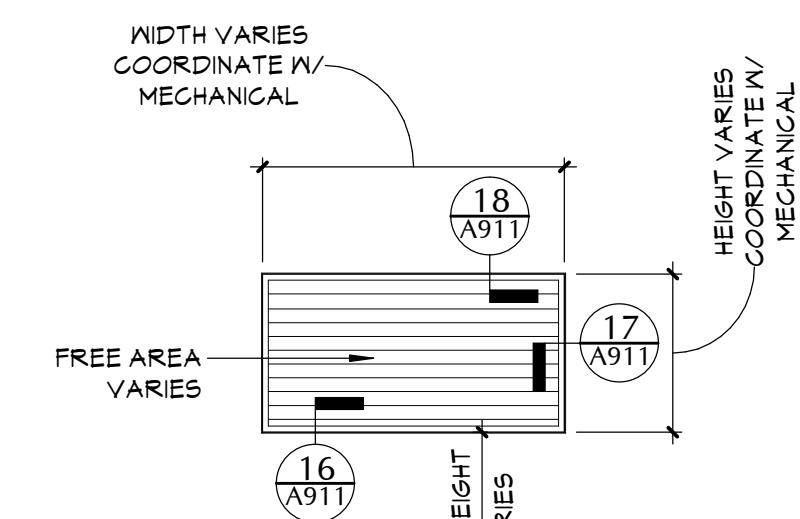
6 WINDOW SILL C
A911 3" = 1'-0"



5 WINDOW SILL B
A911 1 1/2" = 1'-0"



4 WINDOW SILL A
A911 1 1/2" = 1'-0"

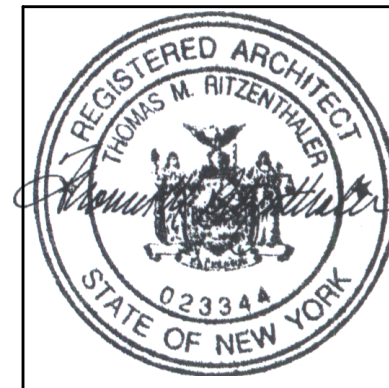


19 Front St., Newburgh, New York 12550-7601
845.561.3379 www.csarch.com

Consultant

NEW HAMPTON FIRE DEPARTMENT
NEW FIRE STATION
5024 STATE ROUTE 17M, NEW HAMPTON, NY 10958

Project Title



NO.	DATE	DESCRIPTION
1	1/16/23	Rev Addition #1
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Drawn By: CSA
Checked By: CSA
Proj. #: 840-2101
CSArch Proj. #: 840-2101
Issued for Bid: 12/19/2022

Sheet Title

WINDOW AND
LOUVER -
ELEVATIONS
AND DETAILS
A911
CONSTRUCTION DOCUMENTS

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New Hampton Fire Department
New Fire Station
5024 State Route 17M, PO Box 386
New Hampton, New York 10958
CSArch Project #840-2101

THE OWNER:

(Name, legal status and address)

New Hampton Fire District
5024 State Route 17M, PO Box 386
New Hampton, New York 10958

THE ARCHITECT:

(Name, legal status and address)

Collins+Scoville Architecture | Engineering | Construction Management D.P.C.
dba CSArch
19 Front Street
Newburgh, New York 12550-7601

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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.

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

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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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. Project and said work shall be the property of the Owner as they have been prepared for the Owner.

§ 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 that compose the drawing set.

§ 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. If, in the interpretation of Contract Documents, conflicting requirements within the Drawings and Specifications occur, or if it appears that the Drawings and Specifications are not in agreement, the

requirement to be followed shall be decided by the Architect. Addenda supersede the provisions they amended. 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 All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.
- .2 The lists of equipment, tabulations of data and schedules appearing in the Specifications or Drawings are included for assistance and guidance in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Prime Contractors in making their own takeoffs.
- .3 The Contractor shall also review accessibility and general character of the site or building(s), the extent of the existing work within or adjacent to the site and any work being performed thereon at the time of submission of his bid.
- .4 The Drawings and Specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. Work under all items in the Contract must be carried out to meet field conditions to the satisfaction of the Architect and in accordance with his instructions and the Contract Drawings and Specifications.

§ 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 Sections of the General Requirements, Division 01, govern the execution of all remaining Divisions of the Specifications.
- .2 It shall be the Contractor's responsibility, when subcontracting any portion of Work, to arrange or group items of work under particular trades to conform with prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

§ 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.

§ 1.2.4 Within the Contract Documents for which each Prime Contractor is responsible, any Work included by reference in any section to another Specification's Section shall be included as Work under the Contract, whether or not it is called for under the Section referred to. Failure to cross-reference such items shall not relieve the Prime Contractor from the obligations to provide such work.

§ 1.2.5 It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are not specifically depicted in the Plans and/or specifications but are normally required for proper operation of mechanical and electrical systems or to complete otherwise incomplete construction or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect.

§ 1.2.6 Where the Contract Documents include provisions for multiple Prime Contractors, each Prime Contractor shall be responsible for all work related to their scope, whether specifically indicated on drawing sheets and specification sections of their discipline or set forth in the remaining Contract Documents. Where issues of appearance are critical to the Architect, as indicated within the contract documents, such requirements shall take precedence over other requirements, which may appear in the contract documents as directed by the Architect.

§ 1.2.7 Submission of a Bid for Work assumes the bidder is familiar with the entire set of Contract Documents and shall conduct their contractual responsibilities in accordance with these provisions.

§ 1.2.8 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: Agreement, Addenda, with those having the later date having precedence over those of earlier date, Supplementary Conditions, General Conditions of the Contract for Construction as amended and Specifications and Drawings.

§ 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 and the Construction Specifications Institute.

§ 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 Specifications are partially abbreviated or streamlined. This includes incomplete sentences, clauses and phrases. Omission of words or phrases such as "the Contractor shall" or "shall be" or "an" or "a" or "the" and the like is intentional. 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. Wherever materials, methods, operations, etc. are mentioned, listed or otherwise referred to in the Contract Documents, said materials, methods, operations, and performing all operations related thereto shall be provided by the Contractor as part of this contract.

§ 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.

§ 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.

§ 2.1.1.1 Owner has retained an Owner's Representative who shall assist the Owner throughout the course of construction of Work, including, but not limited to, monitoring Contractor's progress; attending meetings; observing testing and inspections; review of Contractor's requisitions for payment and enforcing contract requirements.

§ 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.

§ 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 upon request only and as necessary to complete this work, 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 The Prime Contracts will be furnished, free of charge, with two copies of the Contract Drawings and Project Manuals. Subcontractors and other entities desiring copies of Drawings and Project Manuals shall obtain them via one of the Prime Contracts.

§ 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 seven-day period after receipt of written notice from the Owner, Architect or Owner's Representative to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and Owner's Representative's additional services and expenses rendered made necessary by such default, neglect or failure, including, without limitation, the Owner's reasonable attorney's fees. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and Owner's Representative. Such change order shall be deemed to have been executed by the Contractor, whether or not actually signed by the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.6 ACCELERATION CLAUSE

§ 2.6.1 The Owner reserves the right to accelerate the work of the Contracts. In the event that the Owner directs acceleration, such directive will be in written form. The Contractor shall keep cost and other project records related to the acceleration directive separately from normal project costs and records and shall provide a written record or acceleration cost to the Owner on a daily basis.

§ 2.6.2 In the event the Contractor believes that some action or inaction on the part of the Owner constitutes an acceleration directive, the Contractor shall immediately notify the Owner in writing that the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the claimed acceleration directive. The Contractor shall not accelerate their work efforts until the Owner responds in writing to the written notification. If acceleration is then directed or required by the Owner, all cost records referred to above shall be maintained by the Contractor and provided to the Owner on a daily basis.

§ 2.6.3 In order to preserve a claim to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only less the regular pay, for shift premium portion or the cost of attaining additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

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. Staging and storage areas for materials shall be as agreed on between the Contractor and the Owner's Project Representative.

§ 3.1.4 The plural term "Contractors" refers to persons or entities who perform construction under the Conditions of the Contract that are administered by the Architect and Owner's Representative and that are identical or substantially similar to these conditions.

§ 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 carefully examined the Contract Documents and the Site and represents that the Contractor is familiar with the nature and location of the Work, the Site, the specific conditions under which the Work is to be performed, and matters which may affect the Work or its performance. The Contractor further represents that, as a result of such examinations and investigations, the Contractor understands the Contract Documents and their intent and purpose, and is generally familiar with applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 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 writing in such form as the Architect may require with a copy to the Owner's Representative. 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.

§ 3.2.2.1 The Contractor is deemed to be knowledgeable in the systems and construction requirements of the Work of his Contract. He is deemed to have anticipated the more expensive way of doing the Work, unless he sought and received a contradictory written interpretation, from the Architect with copy to the Owner's Representative, clarifying errors, inconsistencies or omissions he may discover in the Contract Documents. Even if items are missing from the Plans or Specifications, but are normally required for proper execution, function and completion of the Work and the Contractor begins fabrication or execution of the Work without requesting said interpretation from the Architect, no excuse will thereafter be entertained for failure to complete the Work within the cost limits of his Contract.

§ 3.2.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect and Owner's Representative, but 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. 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 and the Owner's Representative any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner's Representative 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, Owner's Representative 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.

§ 3.2.5 Where existing conditions are obscured or concealed from the Owner, Owner's Representative or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner, Owner's Representative and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

§ 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.

§ 3.2.6 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 careful study and comparison to the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination Drawings or prior Project correspondence or Documentation.

§ 3.2.7 The Contractor may submit requests for information to the Architect with copy to the Owner's Representative to help facilitate the Contractor's performance of the Contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

§ 3.2.8 Each request for information shall be submitted to the Architect, in writing, with copy to the Owner's Representative, on the form provided in the Supplementary Bid Forms section in the Project Manual. The Architect shall respond to the request for information within five (5) business days of receipt. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

§ 3.2.9 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

§ 3.2.9.1 The Contractor shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawing reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the request for information shall be made part of the minutes of such meetings.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give

other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof, except as stated below 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, Owner's Representative 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.

§ 3.3.4 During period of active Construction, consult daily and cooperate with the Owner's Project Representative. On a daily basis, keep the Owner's Project Representative and Architect notified of when Work will be starting, restarting, suspended and temporarily or permanently concluding.

§ 3.3.5 Within ten days of the date of the Notice to Proceed, each Contractor shall submit to the Owner's Project Representative and Architect a list of all Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities.

§ 3.3.6 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the contract sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's contract.

§ 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 Submission of Substitutions will only be accepted if received within three (3) days of the bid opening. Any Substitutions received after that point will not be reviewed or allowed. After the Contract has been executed, the Owner, Owner's Representative 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 the Specifications). By making requests for substitution, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, if any, and waives all claims for additional costs related to the submission which subsequently become apparent; and
- .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.
- .5 Whenever a material, article, device, piece of equipment or type of construction is identified on the Drawings or in the Specifications by reference to "or equal", manufacturer's or vendor's names, trade names, catalog numbers, or similar specific information, it is so identified for the purpose of establishing a standard of quality, and such identification shall not be construed as limiting competition. Any

material, article, device, piece of equipment or type of construction of other manufacturers or vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, device, piece of equipment or type of construction so proposed is completely described in submittals to the Architect and is, in the opinion of the Architect, of equal substance, appearance, and function. No substitute material shall be purchased or installed by the Contractor without the Architect's written approval. Material that, in the Architect's opinion, is inferior to that specified or is unsuited for the intended use will be rejected. The Architect's decision regarding acceptance of equals shall be final.

- .6 The Owner shall be entitled to deduct from the Contract Sum reasonable amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

§ 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.

§ 3.4.4 The Contractor, as indicated in the Instruction to Bidders, shall furnish in writing to the Owner and Owner's Representative through the Architect a list showing the name of the manufacturer proposed to be used for equivalents of products identified in the Specifications, and where applicable, the name of the installing subcontractor. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or Architect, after due investigation, have reasonable objection to any such proposed manufacturer or installer.

- .1 If adequate data on a proposed equivalent manufacturer or installer is not available, the Architect may state that the action will be deferred until the Contractor provides additional data.
- .2 Failure of the Owner, Owner's Representative or Architect to promptly reply shall constitute notice of no reasonable objection.
- .3 Failure of the Owner, Owner's Representative or Architect to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents.
- .4 Products furnished by the listed manufacturer shall conform to such requirements of the Contract Documents.

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

- .1 A sufficient force of competent workmen, foreman and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.

§ 3.4.6 The Contractor shall comply with the most current Contract Requirements and Prevailing Wage Rate Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this Project.

§ 3.4.7 No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the Owner, pursuant to this Contract Document, free from all liens, claims or encumbrances.

§ 3.4.8 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Project Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.

§ 3.4.9 Manufacturer's identifications shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.

§ 3.4.10 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect.

§ 3.4.11 Materials shall be delivered in manufacturer's original sealed containers, with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.

§ 3.4.12 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

§ 3.4.13 Materials shall be applied or installed under proper climactic conditions, not when they may be affected by temperature, moisture, humidity or dust.

§ 3.4.14 As defined by Federal and State Laws, no materials incorporated into the Project Work shall contain asbestos. Material shall be "asbestos-free" containing zero percent (0%) asbestos. The Architect reserves the right to request certification from the material manufacturer through the Contractor for certification that materials installed contain zero percent (0%) asbestos.

§ 3.4.15 The Contractor shall furnish necessary material in ample quantities to avoid delay in the progress of the Work and shall properly store such material to avoid interference with his work and that of other Contractors. All material stored on site shall be protected as required and as directed by the Architect through the Owner's Representative or as necessary to protect the materials, equipment, or other items.

§ 3.4.16 All means necessary shall be used to protect delivered materials before, during, and after installation and to protect the installed work and materials of other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.

§ 3.4.17 Prior to installing or placing materials in the Work, the Contractor shall inspect the installed work of all other trades and verify that all such work is complete to the point where each material installation may properly commence. The Contractor shall verify that all materials may be installed in accordance with the original design, approved shop drawings, all pertinent codes and regulations, and referenced standards. In the event of discrepancy, the Contractor shall immediately notify the Architect and Owner's Representative. The Contractor and/or Sub-Contractor shall not proceed with the installation in areas of discrepancy until all such discrepancies have been fully resolved. If the Contractor and/or Sub-Contractor proceeds with installation in areas of discrepancy without giving proper notice to the Architect that all such discrepancies have been resolved, it shall be construed that the surface conditions to which materials have been installed or applied have been accepted by the Contractor and/or Sub-Contractor and further that the Contractor and/or Sub-Contractor shall not be entitled to any extra compensation arising out of an extra which he may subsequently claim.

§ 3.4.18 All Work shall be executed in a thorough, substantial, workmanlike manner, in complete accordance with the manufacturer's most recent recommendations unless otherwise specified or permitted by the Architect through the Owner's Representative. A sufficient force of competent workmen, foremen, and superintendents shall be employed at all times to permit the work to be pursued with diligence until completion.

§ 3.4.19 The Contractor shall provide the labor necessary to install his work within the terms of this Contract. The Owner assumes no responsibility for any expense due to so-called "overtime", except in accordance with paragraph to section 2.5 Acceleration Clause.

§ 3.4.19.1 The obligation of the Contractor to turn over to the Owner all the work required pursuant to this Contract, complete and in good order, is absolute.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Owner's Representative 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 Owner's Representative or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

Exempt from Sales Tax: New York State Sales Tax is not applicable to any materials and supplies to be incorporated into Work under the terms of the Contract, the Owner being exempt therefrom. There is no exemption from the sales or use tax on charges to the Contractor or subcontractor for lease of tools, machinery, equipment or other property used in conjunction with the Project. The Contractors and subcontractors shall be solely responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property, and for materials not incorporated in the Project and the amount of such taxes, if any, shall be deemed included in executed Base Bid.

§ 3.6.2 The Owner will furnish a certificate with the Owner's Tax Exemption Number to the Contractor for use in purchasing tangible personal property required for the Project upon complete execution of the Agreement.

§ 3.6.3 The Contractor shall, upon request by the Owner, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly into the Work. Upon delivery of the materials to the site, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. This exemption shall apply only to materials so identified and accepted.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Owner shall secure and pay for all the building permits. The Contractor shall secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution of and completion of the contract, which are legally required.

§ 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 or reasonably should have known 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, Owner's Representative and the Architect in writing before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and the Owner's Representative will promptly investigate such conditions and, if the Architect or the Owner's Representative 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's Representative and Contractor, in writing 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, Owner's Representative 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,

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(Paragraphs deleted)

Allowances shall cover the direct cost to the Contractor for labor, materials and equipment, including delivery, unloading, storage and handling. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.

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

§ 3.9 Superintendent

§ 3.9.1 Prior to starting the work, the Contractor shall designate the project manager, superintendent and other key individuals who shall be assigned to the project through and including final completion. Such designation shall be in writing and provided to the Architect, Owner's Representative, and Owner. The Superintendent shall be in attendance at the project site throughout the work, including completion of the punch list. The Superintendent shall, during the performance of the work, remain on the project site not less than eight hours per day, five days per week, until termination of the Contract, unless the job is suspended or work is stopped by the Owner's Representative or Owner. Said representative shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written notice to the Owner, Architect and Owner's Representative. Should an approved representative thereafter leave the Contractor's employ, Contractor shall promptly designate a new representative. Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven days after notification thereof, replace said individual(s) with an individual satisfactory to the Owner. If said replacement is disapproved, the Contractor may, at the Owner's option be terminated for cause. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding as if given to the Contractor. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's Superintending staff.

(Paragraphs deleted)

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information and the Owner's project representative's approval 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.

§ 3.10.1.1 The Contractor shall cooperate with the Owner's Project Representative in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.

§ 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 Owner's Representative and Architect's approval. The Owner's Representative and 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 Owner's Representative and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be

entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.10.4 The overall project construction schedule shall be as prepared by the Owner's Representative as set forth in the Contract Documents. Submit detailed bar chart type schedule of Contractor's work to indicate compliance with overall project schedule.

§ 3.10.5 The Contractor shall notify the Owner's Representative immediately of any occurrence that could result in any deviation from the schedule and what actions will be taken to expedite items behind schedule.

§ 3.10.6 Subcontracts shall contain the provisions that time schedules, as they apply, shall be considered essential conditions to the Subcontract.

§ 3.11 Documents and Samples at the Site

The Owner's project representative shall maintain at the site for the Owner one set of record Drawings and one set of record Specifications, Addenda, Change Orders, Allowance Authorizations and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals in good order and condition. Each Prime Contractor shall mark these documents on a weekly basis to record all approved changes, and to record the dimensional locations of his installed work if it deviates from that shown on the Contract or Shop Drawings. Particular attention shall be given to site utilities, the location of valves, HVAC equipment, and all ductwork and major electrical conduit. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate 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, indicate approval in writing, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents or requested by the Architect, 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 Work performed without approved shop drawings, product data, samples or similar submittals as required by the Specifications is subject to all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments on approved submittals. Any portion of the Work performed prior to review and approval by the Architect of required Shop Drawings, Product Data, Samples, or other Submittals, is performed at Contractor's risk. No Contract adjustments will be made to correct or modify Work installed without approval.

§ 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

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

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

§ 3.13.3 The occupied portion of any building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

§ 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 on a daily basis. Area must be swept clean daily. 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's Representative may cause others to do so with the Owner's approval and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 All debris required to be removed from the project shall be removed in accordance with all applicable rules, regulations and statutes, which may pertain thereto. The Contractor shall warrant that all debris shall be disposed of in accordance with all rules, regulations, and statutes applicable thereto and at a facility permitted and authorized to receive materials of the type and nature so removed from the premises. The Contractor shall hold the Owner free and harmless of, from or concerning any claimed liability resulting from the improper or unlawful removal and disposed of such debris.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Architect, and Owner's Representative and their authorized representative's access to the Work at all times for inspection whenever and wherever it is in preparation or progress. The Contractor shall provide facilities for such access.

§ 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, Owner's Representative 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 defend, indemnify and hold harmless the Owner, Owner's Representative, Architect, each of their consultant's, officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorney's fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of any tangible property, including loss of use resulting there from, but only to the extent caused in whole or in part by the act, omission, fault, or statutory violation of the Contractor, a sub-contractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent. This provision shall not be construed to require the Contractor to indemnify the Owner, Owner's Representative, or Architect for the negligence of the Owner, Owner's Representative, or Architect to the extent such negligence, in whole or in part, proximately caused the damages resulting in the suit, claim, damage, loss, or expense.

§ 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.

§ 3.19 CONTRACTOR'S RESPONSIBILITIES

§ 3.19.1 The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the Work on a daily basis. Such daily records shall include a daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work.

§ 3.19.2 In the event that any labor or equipment is idled, solely as a result of Owner actions or inactions, daily records shall record which laborers and equipment were idled and for how long. In the event that specific work activities were stopped, solely as a result of Owner actions or inactions, and labor and equipment was reassigned to perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment were redirected to. Such daily records shall be copied and provided to the Owner at the end of every week.

§ 3.19.3 Tobacco use is not permitted, in any form, on school property by anyone.

§ 3.19.4 The Contractor shall provide reasonable, Owner approved photo identification to be visibly worn at all times by each employee, subcontractor or other person at the Project site.

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 and Owner's Representative as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.1.4 The Owner's Representative 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 term "Owner's Representative" means Owner's Representative or Owner's Project Representative or the Owner's Representative's authorized representatives.

§ 4.1.5 The Owner's Representative with consent from the Owner or request from the Owner and/or Architect, shall be able to request and receive from the Contractor replacement of the Contractor's Project Manager or Project Superintendent if in the opinion of the Owner's Representative, the performance of the Work or other related Work is in jeopardy from said person's performance.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner's Representative and Architect will provide administration of the Contract as described in the Contract Documents and will act accordingly on the Owner's behalf (1) during construction, (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the one-year correction period described in Paragraph 12.2. The Owner's Representative and Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

§ 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, endeavor to guard the Owner against defects and deficiencies in the Work and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed endeavor to guard the Owner against defects and deficiencies in the Work, will be in accordance with the Contract Documents. However, the Architect will

not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

§ 4.2.2.2 The Owner's Representative and Architect will determine, in general, that the work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the work, and both will endeavor to guard the Owner against defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect and the Owner's Representative 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 and the Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and the Owner's Representative 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

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

§ 4.2.5 Based on the Architect's and the Owner's Representative'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 deemed proportional to the percentage of work completed, based on said observations and evaluations.

§ 4.2.6 The Architect and the Owner's Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner's Representative considers it necessary or advisable, the Architect and the Owner's Representative 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 and the Owner's Representative 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 or the Owner's Representative 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. The Architect will prepare and issue Change Orders upon the Architect's and Owner's Representative's review and approval of Contractor proposals.

§ 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 The Owner's Representative will maintain at the site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders, and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition approved shop drawings, Product Data, Samples, and similar required submittals. These will be available to the Architect, Owner, and Contractor, and will ultimately be delivered to the Owner upon completion of the Project.

§ 4.2.11 The Architect will interpret and make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner's Representative, 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. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and recommendations 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.

§ 4.2.15 The Owner's Representative will provide for coordination of the activities of the Contractors and of the Owner's own forces with the Work of other Contractors, who shall cooperate with them. The Contractor shall participate with other Contractors and the Owner's Representative and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules to be used by the Contractor, other Contractors, the Owner's Representative and the Owner until subsequently revised.

§ 4.2.16 The Owner's Representative will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule.

§ 4.2.17 The Owner's Representative, except to the extent required by subparagraph 4.2.15, and Architect will not have control over or change of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3., and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the Owner's Representative nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

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 As stated in the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner's project representative through the Architect and the Owner's Representative the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 10 days to the Contractor in writing stating (1) whether the Owner's Project Representative or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner, Owner's Project Representative or Architect to reply within the 10 day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Within 10 days of the date of the Notice to Proceed, each Contractor shall submit to the Owner, Owner's Representative and Architect a list of all Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Owner's Representative 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, Owner's Representative or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Owner's Representative 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, Owner's Representative 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, Owner's Representative and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Owner's Representative 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.

§ 5.5 OWNER PAYMENT TO SUBCONTRACTORS

§ 5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner, Owner's Representative, or Architect fails to approve any application for payment, that is not the fault of the Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In the event, the amount so paid the Subcontractor shall be deducted from the payment to the Contractor.

§ 5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 All Contractors, including the Owner's Contractors, shall cooperate with each other in the installation and construction of each Contractor's work and in such manner as the Owner and/or installation and construction of each Contractor's work and in such manner as the Owner and/or Owner's Representative may direct. All Contractors shall control and coordinate the work of their Subcontractors, if any. The Owner and/or Owner's Representative shall approve or require the modification of the Work schedules of all Contractors to the end of the Project so the whole Project may be progressed, as expeditiously as possible, as one unit. The Award of more than one Contract for the Project requires sequential or otherwise inter-related contractor operations, and may involve inherent delays in the progress of any individual Contractor's Work. Accordingly, the Owner and/or Owner's Representative cannot guarantee the unimpeded operations of any Contractor. Each Contractor acknowledges these conditions and understands that he shall bear the risk of all ordinary delays caused by the presence or operations of other Contractors engaged upon the Project and ordinary delays attended upon the approved Construction Schedule.

§ 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 and Owner's Representative 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 and the Owner's Representative 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.

§ 7.1.1.1 No Change Orders, Change Directives, orders for minor Changes or other Changes shall exceed 15% combined overhead and profit regardless of the number of tier of Subcontractors as referenced in 7.3.10.

§ 7.1.1.2 In the event that a Contractor must return unused material from the project to the distributor or manufacturer, restocking charges, if any, shall be limited to a maximum of fifteen percent (15%) of the value of the material.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Owner's Representative, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner, Owner's Representative 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.

§ 7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such

unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Owner's Representative, 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.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include these listed in Section 7.3.3.

§ 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, Owner's Representative 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 and Owner's Representative shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and Owner's Representative 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 (not normal commute to work vehicles) to project site, directly related to the Work, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools and equipment normally encumbered to perform the Work, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, directly related to the change; and
- .5 Costs of supervision by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.

§ 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 Owner's Representative and 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 and Owner's Representative. 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 and Owner's Representative 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 and Owner's Representative'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 and the Owner's Representative 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.

§ 7.5 OVERHEAD AND PROFIT

§ 7.5.1 The combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

§ 7.5.1.a Prime Contractor: For Work performed by the Prime Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).

.1 Example: Total Prime Contractor Amount = (L+M) + 15% O&P

§ 7.5.1.b Prime Contractor's Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and material (L+M). For the Prime Contractor, for work performed by that Prime Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.

.1 Example: Total Subcontractor Amount = (L+M) + 10% O&P

.2 Example: Total Prime Contractor Amount = Total Subcontract Amount + 5% O&P

§ 7.5.1.c Sub-Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of five percent (5%) of the value of labor and materials (L+M). For the Subcontractor, for work performed by the Subcontractor's Sub-subcontract, markup shall not exceed 5% of the Subcontractor Amount. For the Prime Contractor, for Work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount.

.1 Example: Total Sub-subcontractor Amount = (L+M) + 5% O&P

.2 Example: Total Subcontractor Amount = Sub-subcontractor Amount + 5% O&P

.3 Example: Total Prime Contractor Amount = Subcontractor Amount + 5% O&P

§ 7.5.1.d In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor,

materials, equipment and subcontracts. Labor and materials shall be itemized in a manner prescribed above in Section 7.3.7. Where cost items are Subcontracts, they shall be itemized also. Itemization shall be to the extent required by the Architect and Owner's Representative.

§ 7.5.1.e Overhead and profit shall include costs for insurance, administrative, supervision, truck deliveries, safety, cleanup, warranty, estimating and record document revisions.

§ 7.5.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Paragraph 11.4.

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. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner if specified completion dates are not adhered to by the Contractor.

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

§ 8.1.5 The date of Final Completion of the Project or designated portions thereof is the date certified by the Architect when all construction has been completed in accordance with terms of the Contract Documents and has been accepted by the Owner, Architect and Owner's Representative.

§ 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, Owner's Representative 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 and Owner's Representative 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.

(Paragraph deleted)

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 and the Owner's Representative 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 and Owner's Representative. This schedule, unless objected to by the Architect and/or the Owner's Representative, 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 Owner's Representative and supported by such data to substantiate its accuracy as the Architect and/or the Owner's Representative may require, and unless objected to by the Architect and the Owner's Representative, 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 and the Owner's Representative 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. Dates and times for Application for Payment due dates are located in the Contract Documents. 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.

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments. There shall be retained five percent (5%) on the estimated amounts, submitted by the Contractor for partial monthly payments until final completion and acceptance of all work covered by the Contract. Return of retention will be in accordance with S-106-B of the New York General Municipal Law.

§ 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less than two (2) times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect and Owner's Representative. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.

§ 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. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.

§ 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

§ 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 and the Owner's Representative will, in accordance with Division 01 provisions either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect and the Owner's Representative determines is properly due, or notify the Contractor and Owner, Owner's Representative in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's and the Owner's Representative's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's and the Owner's Representative'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 and/or the Owner's Representative. 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 in cooperation with the Owner's Representative 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 and/or the Owner's Representative'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, Owner's Representative and Owner as provided in Section 9.4.1. If the Contractor, Owner's Representative and Architect cannot agree on a revised amount, the Architect in cooperation with the Owner's Representative 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 and/or the Owner's Representative'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.
- .8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.

§ 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 and the Owner's Representative.

§ 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. Also comply with paragraph entitled "Payment by Contractors to Subcontractors" contained in S-106-B of the New York General Municipal Law.

§ 9.6.3 The Architect and/or the Owner's Representative 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, Owner's Representative 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, Owner's Representative 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.

(Paragraphs deleted)

§ 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 and Owner's Representative a comprehensive written 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 and the Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and the Owner's Representative'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 and/or Owner's Representative. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

§ 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, Owner's Representative 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. The payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the Contractor which have not been suitably discharged, as determined by the Architect and/or Owner's Representative.

§ 9.8.6 In the event the Contractor does not achieve final completion within thirty (30) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 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 and Owner's Representative 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 and/or Owner's Representative.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner's Representative will promptly make such inspection. When the Architect and Owner's Representative 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 and Owner's Representative's knowledge, information and belief, and on the basis of the Architect's and Owner's Representative'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.

§ 9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of final completion.

§ 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, (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, and (7) all Project close out documents per the General Requirements of the Contract. 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 and Owner's Representative 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 and Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's Project Specific Safety Program and Plan to the Owner's Representative and Architect within five (5) days of signing 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.
- .4 Prior to commencement of the Work, the Contractor shall document existing conditions recording existing damage to construction or property at the site to remain and notify the Owner's Representative or Architect of the same in writing.

§ 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. The Contractor agrees in working on the Owner's premises to comply with all applicable codes and safety regulations as they apply to the Work and as set forth in the Occupational Safety and Health Act of 1970, as revised to date.

§ 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, Owner's Representative 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, Owner's Representative 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.

§ 10.2.9 The Owner, through the Owner's Representative, upon Owner's acceptance of the Work, will provide and maintain fire extinguishers on the site for protection of the new and/or altered construction. Any other special precautions for fire protection necessary for the execution of a Contractor's Work shall be the responsibility of the Contractor requiring the same and the cost of such precautions shall be paid for by that Contractor. The Contractor is in no way relieved of its responsibility to abide by the Occupational Safety Health Act (OSHA) regulations and for recording and registering accidents by the reporting of accidents to the Owner's Representative, Architect, and the Owner.

§ 10.2.10 The Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of the Owner, of the Owner's Representative, of third person or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the Work, whether said risks are within or beyond the control of the Contractor and whether said risks involve any legal duty, primary or otherwise, imposed upon the Owner or Owner's Representative, excepting only risks which arise from fault designs as shown by the plans and specifications or from affirmative acts of the Owner or the Owner's members, officers, representatives or employees committed with intent to cause the loss, damage or injuries hereinafter set forth:

- .1 The risk of loss or damage, includes direct or indirect damage or loss, of whatever nature to the Work or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Owner, the Owner's Representative, the Contractor or any Subcontractor, material men or workmen performing services or furnishing materials for the Work. The Contract shall bear said risk of said plant, equipment, tools, materials or property from the Site and vicinity thereof, whichever event occurs last. In the event of said loss or damage, the Contractor immediately shall repair, replace or make good any said loss or damage.
- .2 The risk of claims, just or unjust, by third persons against the Contractor or the Owner, the Architect and the Owner's Representative on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the Work, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Site. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the Final Acceptance of the Work. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained resulting from the Contractor's negligence which is discovered, appears, or is manifested after acceptance by the Owner.
- .3 The Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all person, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the execution of the Work. If any person shall make said claim for any damage or injury, including death resulting therefrom, or any alleged breach of any statutory duty or obligation on the part of the Owner, Architect, the Owner's Representative, servants or employees, any and all loss, expense, damage or injury that the Owner, or Owner's Representative may sustain as the result of any claim. The Contractor agrees to assume, and pay on behalf of the Owner, Architect, and Owner's Representative, servants and employees, the defense of any action at law or equity which may be brought against the Owner, the Architect, and the Owner's Representative, servants and employees. The assumption of defense and liability by the Contractor include, but is not limited to, the amount of any legal fees associated with defending, all costs of investigation, expert evaluation and any other costs including any judgment or interest or penalty that may be entered against the Owner, the Architect, and the Owner's Representative, servants and employees, in any said action.

§ 10.2.11 The Contractor's obligations under this Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty-four (24) hours after receiving a notice of loss or damage or claim from the Owner or Owner's Representative. The Contractor shall make a claim on its insurer especially under the provisions of the contractual liability overages and any other overages afforded by the Owner or the Owner's Representative including those of being an additional insured where applicable.

§ 10.2.12 Neither Final Acceptance of the Work nor any payment shall release the Contractor from the Contractor's obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of the Article to or imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor of particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.

§ 10.2.13 The Contractor agrees that any unsatisfied claim of the Owner and/or Owner's Representative arising from obligations in this Article 10 shall be set off or deducted from payments due the Contractor.

§ 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, Owner's Representative and Architect of the condition.

§ 10.3.1.1 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Owner's Representative, and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect in coordination with the Hazardous Materials Design/Review Consultant.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Owner's Representative 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, Owner's Representative 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, Owner's Representative or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, Owner's Representative 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. Adjustments shall be in accordance with Article 7.

(Paragraph deleted)

§ 10.3.2.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

§ 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 and his/her/its sureties shall be responsible for and shall protect all parts of the work against loss or injury by water, frost, wind, hail or fire, lightning, windstorm, explosion, riot, riot attending strike, civil commotion, aircraft, vehicles, smoke vandalism and malicious mischief, or accident or other cause and from any interference and shall protect and indemnify the Owner and the State of New York, by adequate insurance or other means approved by the Owner, against any such loss or injury resulting from such causes whether or not they are within human control.

The Contractor shall, prior to the commencement of work, procure and thereafter maintain at his/her/its own expense, until final acceptance by the Owner of the work and terms covered by the Contract, insurance for damages imposed by law, of the kind and in the amount hereinafter provided, in insurance companies authorized to do such business in the State of New York, covering all operations under this contract whether performed by him/her/it, or his/her/its subcontractors. Before commencing the work, the Contractor shall furnish to the Owner the original policies or certified copies of the original policies and such number of certificates of insurance in form satisfactory to the Owner showing that the Contractor has complied with this Section, which certificates shall provide that the policies shall not be changes or cancelled until thirty (30) days written notice has been given to the Owner.

The Contractor shall take and assume all responsibility for the work, and take all precautions for the prevention of injuries to persons and property in or about the work; s/he/it shall bear all losses resulting to him/her/it on account of, the amount, or character, or upon which the work is done different from that which was estimated or expected, or on account of the weather, elements or other causes and s/he/it and his/her/its Surety or Insurance Company shall assume the defense of, and indemnify and save harmless the State of New York, the Owner and its officers, employees, and agents, from any and all claims relating to labor, equipment, or materials furnished for the work, and to inventions, patents, and patent rights used in doing the work, and to injuries or damages to persons, corporations or property caused by or in any way arising out of the work performed by the Contractor, Subcontractor and the employees under this Contract.

§ 11.1.2 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.

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall

maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1, but required by the Clause;
- .3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

§ 11.1.4 Certificates of insurance acceptable to the Owner shall be submitted to the Owner's Representative for transmittal to the Owner with a copy to the Architect prior to commencement of the Work. These certificates set forth evidence of all coverage required by 11.1.1 and 11.1.2. The form of certificate shall be AIA Form 25S. The Contractor shall furnish to the Owner, through the Owner's Representative, copies of any endorsements that are subsequently issued amending limits of coverage. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.5 The Contractor shall provide insurance coverage as follows:

- .1 Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of New Hampton Fire District as an unrestricted additional insured on the contractor's insurance policies, with waiver of subrogation on both the general liability and worker's compensation.

§ 11.1.6 The policy naming New Hampton Fire District as an additional insured shall:

- .1 Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
- .2 State that the organization's coverage shall be primary and noncontributory coverage for the municipality, its Board, employees and volunteers.
- .3 Additional insured status shall be provided by ISO endorsement CG 2010 11 85 or its equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 10 01 and CG 20 37 10 01 together. Completed copies of all endorsements must be attached to the certificate of insurance.
- .4 The certificate of insurance must describe the specific services provided by the consultant (e.g. asbestos testing, consulting) that are covered by the professional or errors and omissions policy.

§ 11.1.7 The contractor agrees to indemnify New Hampton Fire District for any applicable deductibles.

§ 11.1.8 Required Insurance

- .1 Contractor's Commercial General Liability Insurance:

Init.

\$1,000,000 per occurrence/ \$2,000,000 general & products/completed operations aggregates. The general aggregate shall apply on a per-project basis. New Hampton Fire District must be named as Additional Insured including Waiver of Subrogation, 30 day notice of cancellation and include Primary & Non-contributory.

1

- a. The CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c. Owner, Architect and their consultants, Owner's Representative, and all other parties required by Owner, shall be included as additional insureds on the Commercial General Liability, using ISO Additional Insureds Endorsement CG 20 10 11 85 or CG 2010 (10/93) and CG 20 3 7 (10/01) or CG2033 (10/01) and CG2037 (10/01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d. Attached to each certificate of insurance shall be a copy of the additional Insured Endorsement address in c.) above.
- e. Contractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.

2 Automotive Liability

- a. \$1,000,000 combined single limit for owned, hired or borrowed and non-owned motor vehicles. New Hampton Fire District must be named as Additional Insured including Waiver of Subrogation.

3 Commercial Umbrella

- a. \$5,000,000 per occurrence
\$5,000,000 aggregate, with New Hampton Fire District named as additional insured. Include Waiver of Subrogation.
- b. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including other than the Commercial General Liability, Auto Liability and Employers Liability coverages maintained by the Contractor.
- c. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in a.) and b.) above.

4 Workers Compensation and Employers Liability

- a. Employers Liability Insurance limits of at least \$500,000, each accident, \$500,000 for bodily injury by accident and \$500,000 each employee for injury by disease.
- b. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- d. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all employees. Include Waiver of Subrogation.

5 Environmental Impairment Liability (Pollution Insurance) (EIL)

- a. Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of \$1,000,000 EIL coverage.
- b. Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.

6 Owner's Protective Liability Insurance: A separate policy of insurance naming the Owner, Architect and the Owner's Representative as the insured's. The original policy shall be submitted

for retention by Owner. A copy shall be sent to the Architect through the Owner's Representative. Said separate policy shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence, and in the aggregate of two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract. Required for construction projects in excess of \$200,000.

.7 Prior to commencing the Work, the Owner shall supply the Contractor and Owner's Representative with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk/Installation Floater "All Risk" insurance shall protect the Contractor, the Contractor's Subcontractors, the Architect and the Owner's Representative from losses resulting from, but not limited to, natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total value of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insureds, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part or destined to become part of the project. The Owner should be advised of the amount, if any, of a deductible amount exceed \$5,000,000. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article.

.8 The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors.

.9 Bid, Performance and Labor & Material Bonds:

.10 Shall be provided by a New York State-admitted surety company, in good standing. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

.11 Contractor acknowledges that failure to obtain such insurance on behalf of New Hampton Fire District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to New Hampton Fire District. The contractor is to provide New Hampton Fire District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

.12 The Contractor shall defend, indemnify and hold harmless, the State of New York, New Hampton Fire District, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of the performance of this Contract or from any defective condition of the materials furnished or supplied or contemplated to be furnished or applied under this Contract. This is to include inventions, royalties, patents and patent rights. To the greatest extent permitted by law, the liability of the Contractor under this Section is shall be absolute and is not dependent upon any question of negligence, on the part of the Contractor, the State of New York, the Owner or their agents or employees.

§ 11.1.5 MISCELLANEOUS PROVISIONS

§ 11.1.5.2 In addition to the Requirements in 11.1.4, Contractor will also satisfy any insurance required by any governmental authority.

§ 11.1.5.3 Each insurance certificate will have the following entities listed as "named insured" or "additional insured": Contractor, Owner (full name), Collins+Scoville Architecture | Engineering | Construction Management, D.P.C. (dba CSArch Architecture | Engineering | Construction Management), and all of their employees and CSArch's consultants and all of their employees. Listing the above entities as "certificate holder" is NOT acceptable.

§ 11.1.5.4 Two (2) certificates of insurance shall be submitted to, and reviewed by, the Owner prior to start of construction. If the Owner is damaged or subject to loss due to failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all cost and responsibilities attributable thereto.

§ 11.1.6 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.

§ 11.1.7 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.

§ 11.1.8 **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 and Owner's Representative 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 Owner's Representative, 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 Owner's Representative's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner's Representative or Architect, be uncovered for the Owner's Representative's or 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 and/or Owner's Representative has not specifically requested to examine prior to its being covered, the Architect and/or Owner's Representative 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 and/or Owner's Representative 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 or Owner's Representative'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 (14) days after receipt of notice from the Owner, Owner's Representative 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.

§ 12.2.3.1 Upon request by the Owner and prior to 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.

§ 12.2.3.2 In the event the Contractor does not, in accordance with the terms and provisions of the Contract complete all corrective work within fourteen (14) days, or comply with and fulfill his warranty obligations, the Owner will notify the bonding company to have such work and/or obligations performed at no additional cost to the Owner. The obligations of the Contractor under the terms and provisions of the Contract shall not however be limited to the surety retained by the Owner pursuant to the provisions of the Contract.

§ 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. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in New York State Supreme Court located in Orange County.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall indemnify and save harmless the Owner and all its officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

§ 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
 - b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

1. In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
2. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
3. There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
4. The affords provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a

- labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
 4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
 5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
 6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
 7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 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, Owner's Representative, 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 Owner 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, laboratory and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect and the Owner's Representative timely notice of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor. The Contractor is responsible for all testing and inspections as required per the contract documents including, however, not limited to all costs and scheduling of testing and inspections.

§ 13.4.2 If the Architect, Owner, Owner's Representative 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 and the Owner's Representative 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 Owner's Representative and the Architect of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's and Owner's Representative'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 and the Owner's Representative 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 or, in the absence thereof, in accordance with applicable New York State General Municipal Law.

§13.6 EQUAL OPPORTUNITY

§13.6.1 The Contractor shall maintain policies of employment as follows:

1. the Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex and national origin. Such action

- shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination, and
2. the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

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, Owner's Representative 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 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 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.
- .5 breaches any warranty made by the Contractor pursuant to the Contract Documents; or
- .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements 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. The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Owner's Project Representative's costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractors stated herein.

§ 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 and/or Owner's Representative'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.

§ 14.2.4.1 The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein.

§ 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. Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

§ 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 the event the Owner terminates the Contract pursuant to this provision, the Contractor shall be paid for work performed in accordance with this Contract as certified by the Architect and Owner's Representative.

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. The Owner may refer a claim to the Architect for their review and assistance; however, such is not required by this Agreement.

§ 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

Claims by the Contractor must be initiated by written notice to the Owner's project representative with a copy sent to the Architect. Claims by Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.1 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.2 and elsewhere;
- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- .3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
- .4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. general introduction;
 - b. general background discussion
 - c. issues
 - i. index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built, along with computer disks of all schedules related to the claim;
 - e. productivity exhibits (if appropriate); and
 - f. summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.

- .6 supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

15.1.3.2 Claims and Actions Thereon. No claim against the Owner for damages for breach of Contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

(Paragraph deleted)

§ 15.1.3.3 No Estoppel. Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the Final Completion and acceptance of the Work and payment therefore: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto.

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

§ 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, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate. **IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER BASED ON ANY REASON RELATED TO DELAY AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.**

§ 15.1.5.4 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.

§ 15.1.6 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.

§ 15.1.6.3 Claims for increase in the Contract time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increased 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.

§ 15.1.6.4 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.

§ 15.1.7 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 The parties expressly agree to delete the requirement that any and all controversies and claims arising out of the Contract be referred to arbitration. By so agreeing, the parties express their mutual intent that there is no agreement to arbitrate such disputes, notwithstanding the use and reference to arbitration elsewhere in the Contract Documents.

(Paragraphs deleted)



SECTION 133419 - METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Manufacturer-engineered, shop-fabricated structural steel building frame.
- B. Metal wall and roof panels including soffits and gutters and downspouts.
- C. Thermal insulation for Manufacturer-engineered steel building.
- D. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast in Place Concrete: PEMB Column Anchor Rods
- B. Section 08 11 13 - Hollow Metal Doors and Frames.
- C. Section 08 36 13 - Sectional Doors.
- D. Section 08 51 13 - Aluminum Windows.
- E. Section 08 80 00 - Glazing.

1.3 REFERENCE STANDARDS

- A. AISC 360 - Specification for Structural Steel Buildings 2016.
- B. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- C. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.
- D. IAS AC472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems 2018.
- E. MBMA (MBSM) - Metal Building Systems Manual 2019.

1.4 ADMINISTRATIVE REQUIREMENTS AND COORDINATION

- A. Coordinate sizes and locations of concrete foundations and casting of anchor-rod inserts into foundation walls and footings. Anchor rod installation, concrete,

reinforcement, and formwork requirements are specified in Section 03 30 00 - Cast-in-Place Concrete.

- B. Coordinate metal panel assemblies with rain drainage work, flashing, trim and construction of supports and other adjoining work to provide a leakproof, secure and noncorrosive installation.
- C. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review methods and procedures related to metal building systems including, but not limited to, the following:
 - a. Conditions of foundations and other preparatory work.
 - b. Structural load limitations.
 - c. Construction schedule. Verify availability of materials and erector's personnel, equipment, and facilities needed to make progress to avoid delays.
 - d. Required tests, inspections, and certifications.
 - e. Unfavorable weather and forecasted weather conditions and impact on construction schedule.
 - 2. Review Methods and procedures related to metal roof panel assemblies including, but not limited to, the following:
 - a. Compliance with requirements for purlin and rafter conditions, including flatness and attachment to structural members.
 - b. Structural limitations of purlins and rafters during and after roofing.
 - c. Flashings, special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect metal roof panels.
 - d. Temporary protection requirements for metal roof panel assembly during and after installation.
 - e. Roof observation and repair after metal roof panel installation.
 - 3. Review methods and procedures related to metal wall panel assemblies including, but not limited to, the following:

- a. Compliance with requirements for support conditions, including alignment between and attachment to structural members.
- b. Structural limitations of girts and columns during and after wall panel installation.
- c. Flashings, special siding details, wall penetrations, openings, and condition of other construction that will affect metal wall panels.
- d. Temporary protection requirements for metal wall panel assembly during and after installation.
- e. Wall observation and repair after metal wall panel installation.

1.5 SUBMITTALS

- A. Product Data: For each type of metal building system component.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Metal roof panels.
 - b. Insulated Metal wall panels.
 - c. Metal soffit panels.
 - d. Thermal insulation and vapor-retarder facings.
- B. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, installation; framing anchor bolt settings, sizes, and locations from datum, foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.
- C. Shop Drawings: Indicate components by others. Include full building plan, elevations, sections, details and the following:
 - 1. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include provisions for openings and Roof Top Unit support.

Indicate welds and bolted connections, distinguishing between shop and field applications. Include transverse cross-sections.

2. Metal Roof and Insulated Metal Wall Panel Layout Drawings: Show layouts of panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, clip spacing, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.
 - a. Show roof-mounted items including equipment supports, pipe supports and penetrations, and lighting fixtures.
 - b. Show wall-mounted items including personnel doors, vehicular doors, windows, louvers, and lighting fixtures.
3. Accessory Drawings: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches (1:8):
 - a. Flashing and trim.
 - b. Gutters.
 - c. Downspouts.
- D. Samples: Submit two samples of precoated metal panels for each color selected, illustrating color and texture of finish.
- E. Manufacturer's Instructions: Indicate preparation requirements, anchor bolt placement.
- F. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.
- G. Designer's Qualification Statement.
- H. Manufacturer's Qualification Statement: Provide documentation showing metal building manufacturer is accredited under IAS AC472.
 1. Include statement that manufacturer designs and fabricates metal building system as integrated components and assemblies, including but not limited to primary structural members, secondary members, joints, roof, and wall cladding

components specifically designed to support and transfer loads and properly assembled components form a complete or partial building shell.

- I. Project Record Documents: Record actual locations of concealed components and utilities.
- J. Delegated-Design Submittal: For metal building systems.
 - 1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 QUALITY ASSURANCE

- A. Designer Qualifications: Design structural components, develop shop drawings, and perform shop and site work under direct supervision of a Professional Structural Engineer experienced in design of this type of work.
 - 1. Design Engineer Qualifications: Licensed in the State in which the Project is located.
 - 2. Comply with applicable code for submission of design calculations as required for acquiring permits.
 - 3. Cooperate with regulatory agency, or authorities having jurisdiction, and provide data as requested.
- B. Perform work in accordance with AISC 360 and MBMA (MBSM).
- C. Perform welding in accordance with AWS D1.1/D1.1M.
- D. Manufacturer Qualifications: Company specializing in the manufacture of products similar to those required for this project.
 - 1. Not less than 3 years of documented experience
 - 2. IAS AC472 - Accredited Manufacturer of Cold-formed steel components
- E. Erector Qualifications: Company specializing in performing the work of this section approved by manufacturer.
 - 1. IAS AC478 - Accredited Metal Building Assembler

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with panel installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.

1.9 WARRANTY

- A. Special Manufacturer' s Warranty: On manufacturer' s standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.
- B. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

- C. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels:
Manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that leak or otherwise fail to remain weathertight within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Metal Buildings Systems:
 - 1. Butler Manufacturing Company: www.butlermfg.com.
 - 2. Ceco Building Systems: www.cecobuildings.com.
 - 3. Nucor Building Systems: www.nucorbuildingsystems.com/#sle.
 - 4. Star Building Systems; a division of NCI Building Systems, Inc..

2.2 ASSEMBLIES

- A. Provide a complete, integrated set of mutually dependent components and assemblies that form a metal building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior.
- B. Single span rigid frame.
- C. Primary Framing: Rigid frame of rafter beams and columns, end wall columns, and wind bracing.
- D. Secondary Framing: Purlins, Girts, Eave struts, Flange bracing, Sill supports, and Clips, and other items detailed.
- E. Wall System: Preformed insulated metal panels of vertical profile, with sub-girt framing/anchorage assembly, insulation, and liner sheets, and accessory components.
- F. Roof System: Preformed standing seam metal panels oriented parallel to slope, with sub-girt framing/anchorage assembly, insulation, and liner panels, and accessory components.
- G. Roof Slope: 1 inches in 12 inches, unless otherwise indicated.

2.3 PERFORMANCE REQUIREMENTS

- A. Installed Thermal Resistance of Wall System: as indicated on drawings.
- B. Installed Thermal Resistance of Roof System: as indicated on drawings.
- C. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.
- D. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of [] degrees F.
- E. Delegated Design: Engage a qualified professional engineer to design metal building systems.
- F. Structural Performance: Metal building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."
 - 1. Design Loads: As indicated on Drawings.
 - 2. Mechanical Units and accessories hung from or bearing on roof system.
 - 3. Deflection and Drift Limits: Design metal building system assemblies to withstand serviceability design loads without exceeding deflections and drift limits recommended in AISC Steel Design Guide No. 3 "Serviceability Design Considerations for Steel Buildings."
 - 4. Deflection and Drift Limits: No greater than the following:
 - a. Purlins and Rafters: Vertical deflection of 1/180 of the span.
 - b. Girts: Horizontal deflection of 1/180 of the span.
 - c. Metal Roof Panels: Vertical deflection of 1/180 of the span.
 - d. Metal Wall Panels: Horizontal deflection of 1/180 of the span.
 - e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
 - f. Lateral Drift: Maximum of 1/100 of the building height.

- G. Seismic Performance: Metal building system shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- H. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- I. Structural Performance for Metal Roof and Insulated Metal Wall Panels: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As indicated on Drawings.
- J. Air Infiltration for Metal Roof Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E 1680 or ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft. (75 Pa).
- K. Air Infiltration for Insulated Metal Wall Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft. (75 Pa).
- L. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E 1646 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 2.86 lbf/sq. ft. (137 Pa).
- M. Water Penetration for Insulated Metal Wall Panels: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 2.86 lbf/sq. ft. (137 Pa).

- N. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: UL 90.

2.4 STRUCTURAL-STEEL FRAMING

- A. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafters, rake, and canopy beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.
1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly. Provide frame span and spacing indicated.
 - a. Slight variations in span and spacing may be acceptable if necessary to comply with manufacturer's standard, as approved by Architect.
 2. Rigid Clear-Span Frames: I-shaped frame sections fabricated from shop-welded, built-up steel plates or structural-steel shapes. Interior columns are not permitted.
- B. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly to comply with the following:
1. End-Wall and Corner Columns: I-shaped sections fabricated from structural-steel shapes; shop-welded, built-up steel plates; or C-shaped, cold-formed, structural-steel sheet.
 2. End-Wall Rafters: C-shaped, cold-formed, structural-steel sheet; or I-shaped sections fabricated from shop-welded, built-up steel plates or structural-steel shapes.
- C. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating, to comply with the following:
1. Purlins: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; minimum 2-1/2-inch- (64-mm-) wide flanges.

- a. Depth: As needed to comply with system performance requirements.
 - 2. Girts: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes. Form ends of Z-sections with stiffening lips angled 40 to 50 degrees from flange, with minimum 2-1/2-inch- (64-mm-) wide flanges.
 - a. Depth: As required to comply with system performance requirements.
 - 3. Eave Struts: Unequal-flange, C-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; to provide adequate backup for metal panels.
 - 4. Flange Bracing: Minimum 2-by-2-by-1/8-inch (51-by-51-by-3-mm) structural-steel angles or 1-inch- (25-mm-) diameter, cold-formed structural tubing to stiffen primary-frame flanges.
 - 5. Sag Bracing: Minimum 1-by-1-by-1/8-inch (25-by-25-by-3-mm) structural-steel angles.
 - 6. Base or Sill Angles: Manufacturer's standard base angle, minimum 3-by-2-inch (76-by-51-mm), fabricated from zinc-coated (galvanized) steel sheet.
 - 7. Purlin and Girt Clips: Manufacturer's standard clips fabricated from steel sheet. Provide galvanized clips where clips are connected to galvanized framing members.
 - 8. Framing for Openings: Channel shapes; fabricated from cold-formed, structural-steel sheet or structural-steel shapes. Frame head and jamb of door openings and head, jamb, and sill of other openings.
 - 9. Miscellaneous Structural Members: Manufacturer's standard sections fabricated from cold-formed, structural-steel sheet; built-up steel plates; or zinc-coated (galvanized) steel sheet; designed to withstand required loads.
- D. Bracing: Provide adjustable wind bracing using any method as follows:
- 1. Rods: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 (345); or ASTM A 529/A 529M, Grade 50 (345); minimum 1/2-inch- (13-mm-) diameter steel; threaded full length or threaded a minimum of 6 inches (152 mm) at each end.

2. Rigid Portal Frames: Fabricated from shop-welded, built-up steel plates or structural-steel shapes to match primary framing; of size required to withstand design loads.

E. Materials:

1. W-Shapes: ASTM A 992/A 992M, Grade 50 (345 or 380).
2. Channels, Angles, M-Shapes, and S-Shapes: ASTM A 36/A 36M, Grade 50.
3. Plate and Bar: ASTM A 36/A 36M, Grade 50(345 or 380).
4. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.
5. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B or C, structural tubing.
6. Structural-Steel Sheet: Hot-rolled, ASTM A 1011/A 1011M, Structural Steel (SS), Grades 30 through 55 (205 through 380), or High-Strength Low-Alloy Steel (HSLAS) or High-Strength Low-Alloy Steel with Improved Formability (HSLAS-F), Grades 45 through 70 (310 through 480); or cold-rolled, ASTM A 1008/A 1008M, Structural Steel (SS), Grades 25 through 80 (170 through 550), or HSLAS, Grades 45 through 70 (310 through 480).
7. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, SS, Grades 33 through 80 (230 through 550), or HSLAS or HSLAS-F, Grades 50 through 80 (340 through 550); with G90 (Z275) coating designation.
8. High-Strength Bolts, Nuts, and Washers: ASTM A 490 (ASTM A 490M), Type 1, heavy-hex steel structural bolts or tension-control, bolt-nut-washer assemblies with spline ends; ASTM A 563 (ASTM A 563M) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M) hardened carbon-steel washers, plain.
9. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy-hex-head steel structural bolts with spline ends.
 - a. Finish: Mechanically deposited zinc coating, ASTM B 695, Class 50.

10. Unheaded Anchor Rods: ASTM F 1554, Grade 36.
 - a. Configuration: Straight.
 - b. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
 - c. Plate Washers: ASTM A 36/A 36M carbon steel.
 - d. Washers: ASTM F 436 (ASTM F 436M) hardened carbon steel.
 - e. Finish: Hot-dip zinc coating, ASTM F 2329, Class C.
11. Headed Anchor Rods: ASTM F 1554, Grade 36.
 - a. Configuration: Straight.
 - b. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
 - c. Plate Washers: ASTM A 36/A 36M carbon steel.
 - d. Washers: ASTM F 436 (ASTM F 436M) hardened carbon steel.
 - e. Finish: Hot-dip zinc coating, ASTM F 2329, Class C.
12. Threaded Rods: ASTM A 193/A 193M.
 - a. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
 - b. Washers: [ASTM F 436 (ASTM F 436M) hardened] [ASTM A 36/A 36M] carbon steel.
 - c. Finish: Hot-dip zinc coating, ASTM F 2329, Class C.
- F. Finish: Factory primed. Apply specified primer immediately after cleaning and pretreating.
 1. Clean and prepare in accordance with SSPC-SP2.
 2. Coat with manufacturer's standard primer. Apply primer to primary and secondary framing to a minimum dry film thickness of 1 mil (0.025 mm).
 - a. Prime secondary framing formed from uncoated steel sheet to a minimum dry film thickness of 0.5 mil (0.013 mm) on each side.

2.5 METAL ROOF PANELS



A. **Trapezoidal-Rib, Mechanically Seamed, Insulated Standing-Seam Metal Roof Panels:** Formed with trapezoidal ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together, with insulating core.

1. **Metallic-Coated Steel Sheet:** Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - a. **Nominal Metal Thickness:** 26 gauge.
 - b. **Panel Thickness:** 5 inch thick assembly (minimum R-Value of R-30)
 - c. **Panel Coverage:** 40 inch panel
 - d. **Texture:** Smooth, non-embossed.
 - e. **Exterior Finish:** Two-coat fluoropolymer.
 - f. **Color:** As selected by Architect from manufacturer's full range.
2. **Clips:** Floating to accommodate thermal movement.
 - a. **24-gauge nominal thickness, stainless steel.**

B. **Finishes:**

1. **Exposed Coil-Coated Finish:**
 - a. **Two-Coat Fluoropolymer:** AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. **Concealed Finish:** Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

2.6 INSULATED METAL WALL PANEL SYSTEM

- A. Metal Panel System: Factory-assembled metal panel system, with trim, related flashings and accessory components.
 - 1. Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
 - 2. Accommodate tolerances of building structural framing.
 - 3. Provide continuity of thermal barrier at building enclosure elements.
- B. Performance Requirements:
 - 1. Thermal Performance: Provide thermal resistance through entire system; R-value as indicated on drawings minimum.
 - 2. Movement: Accommodate the movement caused by the following without damage to system, components, or deterioration of seals:
 - a. Normal movement between system components.
 - b. Seasonal temperature cycling.
 - c. Deflection of structural support framing,
 - 3. Wall Panels: Exterior and interior metal sheet skin, factory-assembled, with foamed in place insulation; exterior and interior sheet interlocking at edges, fitted with continuous gaskets.
 - a. Panel Width: 36 inches.
 - b. Profile: Micro-Rib; vertical panels. Based on Kingspan.
 - c. Panel Thickness: 3 inch, unless otherwise noted.
 - d. Exterior Sheet: Pre-finished galvanized steel, 24 gauge, .0239 inch minimum base metal thickness.
 - e. Interior Sheet: Galvanized steel, pre-finished, 26 gauge, .0179 inch minimum base metal thickness.
 - f. Panel Edge Profile: Tongue and groove, for flush seam.

- g. Fabricate panels in longest practicable lengths.
 - h. Exterior Finish: Polyvinylidene fluoride (PVDF) coating; color as selected.
 - i. Interior Finish: Polyvinylidene fluoride (PVDF) coating; color as selected.
4. Internal and External Corners: Same material, thickness, and finish as exterior sheets; factory-fabricated mitered to required angles in one continuous piece with minimum 18 inch returns.
- a. Profile: To suit system.
5. Trim, Closure Pieces, Expansion Joints, Caps, Flashings, Fascias, and Infills: Same material, thickness and finish as exterior sheets; factory-fabricated to required profiles; fabricated in longest practicable lengths.
- a. Exposed Fasteners: Not permitted.
 - b. Profiles: To suit system.

2.7 METAL LINER PANELS

- A. Metal Liner Panels : Solid panels formed with vertical panel edges and intermediate stiffening ribs symmetrically spaced between panel edges; with flush joint between panels; designed for interior side of metal wall panel assemblies and installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners and factory-applied sealant in side laps.
- 1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.024-inch (0.61-mm) nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Color: As selected by Architect from manufacturer's full range.
 - 2. Panel Coverage: 12 inches (305 mm) min..
 - 3. Panel Height: 1.5 inches (38 mm).
- B. Finishes:
- 1. Exposed Coil-Coated Finish:

- a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

2.8 TRIM AND ACCESSORIES

- A. Sealants according to specification section 07 92 00 - Joint Sealants.
- B. Anchors: Galvanized steel.
- C. Fasteners: Manufacturer's standard type to suit application; hot-dip galvanized steel with soft neoprene washers. Fastener cap same color as exterior panel.
- D. Powder Actuated Fasteners: Steel, hot dip galvanized; with soft neoprene washers, fastener cap same color as exterior panel.
- E. Field Touch-up Paint: As recommended by panel manufacturer.
- F. Bituminous Paint: Asphalt base.

2.9 THERMAL INSULATION

- A. Faced Metal Building Insulation: ASTM C 991, Type II, glass-fiber-blanket insulation; 0.5-lb/cu. ft. (8-kg/cu. m) density; 2-inch- (51-mm-) wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less.
- B. Metal Building Type, Factory Applied, Vapor-Barrier Insulation Facings: Water vapor permeance no greater than 0.10 perm when tested in accordance with ASTM E96/E96M; flame spread index of 25 or less, and smoke developed index of 40 or less when tested in accordance with ASTM E84.
- C. Retainer Strips: For securing insulation between supports, 0.025-inch (0.64-mm) nominal-thickness, formed, metallic-coated steel or PVC retainer clips colored to match insulation facing.

- D. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.10 PERSONNEL DOORS AND FRAMES

- A. Swinging Personnel Doors and Frames: As specified in Section 08 11 13 "Hollow Metal Doors and Frames."

2.11 WINDOWS

- A. Steel Windows: As specified in Section 08 51 13 - Aluminum Windows.
- B. Glazing: Comply with requirements specified in Section 08 80 00 "Glazing."

2.12 ACCESSORIES

- A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same material as metal roof panels.
 - 2. Clips: Manufacturer's standard, formed from stainless-steel sheet, designed to withstand negative-load requirements.
 - 3. Cleats: Manufacturer's standard, mechanically seamed cleats formed from stainless-steel sheet or nylon-coated aluminum sheet.
 - 4. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

5. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
 6. Thermal Spacer Blocks: Where metal panels attach directly to purlins, provide thermal spacer blocks of thickness required to provide 1-inch (25-mm) standoff; fabricated from extruded polystyrene.
- C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fascia, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.
1. Closures: Provide closures at eaves and rakes, fabricated of same material as metal wall panels.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- D. Flashing and Trim: Aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match adjacent metal panels.
1. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
 2. Opening Trim: Aluminum-zinc alloy-coated steel sheet, 0.030-inch (0.76-mm) nominal uncoated steel thickness, prepainted with coil coating. Trim head and jamb of door openings, and head, jamb, and sill of other openings.
- E. Gutters: Aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and

other special pieces as required. Fabricate in minimum 96-inch- (2438-mm-) long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."

1. Gutter Supports: Fabricated from same material and finish as gutters.
 2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.
- F. Downspouts: Aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot- (3-m-) long sections, complete with formed elbows and offsets.
1. Mounting Straps: Fabricated from same material and finish as gutters.
- G. Pipe Flashing: Premolded, EPDM pipe collar with flexible aluminum ring bonded to base.
- H. Materials:
1. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide fasteners with heads matching color of materials being fastened by means of plastic caps or factory-applied coating.
 - a. Fasteners for Metal Roof Panels: Self-drilling, Type 410 stainless steel or self-tapping, Type 304 stainless-steel or zinc-alloy-steel hex washer head, with EPDM washer under heads of fasteners bearing on weather side of metal panels.
 - b. Fasteners for Metal Wall Panels: Self-drilling, Type 410 stainless steel or self-tapping, Type 304 stainless-steel or zinc-alloy-steel hex washer head, with EPDM sealing washers bearing on weather side of metal panels.
 - c. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws with hex washer head.
 - d. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
 2. Corrosion-Resistant Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

3. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
4. Metal Panel Sealants:
 - a. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene-compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape of manufacturer's standard size.
 - b. Joint Sealant: ASTM C 920; one part elastomeric polyurethane or polysulfide; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended by metal building system manufacturer.

2.13 FABRICATION

- A. General: Design components and field connections required for erection to permit easy assembly.
 1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
 2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.
- B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
- C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
 1. Make shop connections by welding or by using high-strength bolts.
 2. Join flanges to webs of built-up members by a continuous, submerged arc-welding process.

3. Brace compression flange of primary framing with steel angles or cold-formed structural tubing between frame web and purlin web or girt web, so flange compressive strength is within allowable limits for any combination of loadings.
 4. Weld clips to frames for attaching secondary framing if applicable, or punch for bolts.
 5. Shop Priming: Prepare surfaces for shop priming according to SSPC-SP 2. Shop prime primary framing with specified primer after fabrication.
- D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll forming or break forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.
1. Make shop connections by welding or by using non-high-strength bolts.
 2. Shop Priming: Prepare uncoated surfaces for shop priming according to SSPC-SP 2. Shop prime uncoated secondary framing with specified primer after fabrication.
- E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Before erection proceeds, survey elevations and locations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing, with erector present, for compliance with requirements and metal building system manufacturer's tolerances.

1. Engage land surveyor to perform surveying.

- C. Proceed with erection only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
- B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION OF STRUCTURAL FRAMING

- A. Erect metal building system according to manufacturer's written instructions and drawings.
- B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.
- C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.
- D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

- E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.
- F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
 - 1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt type and joint type specified.
 - a. Joint Type: Snug tightened or pretensioned as required by manufacturer.
- G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.
 - 1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
 - 2. Locate and space wall girts to suit openings such as doors and windows.
 - 3. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.
- H. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.
 - 1. Tighten rod and cable bracing to avoid sag.
 - 2. Locate interior end-bay bracing only where indicated.
- I. Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.

- J. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.
- K. It is the responsibility of the erector to provide temporary erection bracings until the structure is complete and able to withstand full loading after removal of bracing.
- L. It is the responsibility of the contractor to provide temporary lateral bracings until the roof diaphragm is fully secured to roof structure with fastening as detailed on drawings.

3.4 METAL PANEL INSTALLATION, GENERAL

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Examination: Examine primary and secondary framing to verify that structural-panel support members and anchorages have been installed within alignment tolerances required by manufacturer.
 - 1. Examine roughing-in for components and systems penetrating metal panels, to verify actual locations of penetrations relative to seams before metal panel installation.
- C. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
 - a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.
 - 2. Install metal panels perpendicular to structural supports unless otherwise indicated.
 - 3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.

5. Locate metal panel splices over structural supports with end laps in alignment.
 6. Lap metal flashing over metal panels to allow moisture to run over and off the material.
- D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.
- E. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.
1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

3.5 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
1. Install ridge caps as metal roof panel work proceeds.
 2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.
1. Install clips to supports with self-drilling or self-tapping fasteners.
 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.

3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 4. Rigidly fasten eave end of metal roof panels and allow ridge end free movement for thermal expansion and contraction. Predrill panels for fasteners.
 5. Provide metal closures at peaks, rake edges, rake walls and each side of ridge caps.
- C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.
- D. Metal Roof Panel Installation Tolerances: Shim and align metal roof panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.6 METAL WALL PANEL INSTALLATION

- A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
 2. Shim or otherwise plumb substrates receiving metal wall panels.
 3. When two rows of metal panels are required, lap panels 4 inches (102 mm) minimum.
 4. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
 5. Flash and seal metal wall panels with weather closures at eaves and rakes, and at perimeter of all openings. Fasten with self-tapping screws.
 6. Install screw fasteners in predrilled holes.
 7. Install flashing and trim as metal wall panel work proceeds.

8. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.
 9. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
 10. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.
- B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.
- C. Installation Tolerances: Shim and align metal wall panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m), noncumulative; level, plumb, and on location lines; and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.7 METAL SOFFIT PANEL INSTALLATION

- A. Provide metal soffit panels the full width of soffits. Install panels perpendicular to support framing.
- B. Flash and seal metal soffit panels with weather closures where panels meet walls and at perimeter of all openings.

3.8 THERMAL INSULATION INSTALLATION

- A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
 2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
- B. Blanket Roof Insulation: Comply with the following installation method:
1. Two-Layers-between-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over

purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Install layer of filler insulation over first layer to fill space between purlins formed by thermal spacer blocks. Hold in place with bands and crossbands below insulation.

- a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.
2. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.
- C. Blanket Wall Insulation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal wall panels fastened to secondary framing.
 1. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

3.9 DOOR AND FRAME INSTALLATION

- A. General: Install doors and frames plumb, rigid, properly aligned, and securely fastened in place according to manufacturers' written instructions. Coordinate installation with wall flashings and other components. Seal perimeter of each door frame with elastomeric sealant used for metal wall panels.

3.10 WINDOW INSTALLATION

- A. General: Install windows plumb, rigid, properly aligned, without warp or rack of frames or sash, and securely fasten in place according to manufacturer's written instructions. Coordinate installation with wall flashings and other components. Seal perimeter of each window frame with elastomeric sealant used for metal wall panels.

3.11 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.

2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- D. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.
1. Tie downspouts to underground drainage system indicated.

- E. Louvers: Locate and place louver units level, plumb, and at indicated alignment with adjacent work.
 - 1. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- F. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

3.12 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.
- B. Product will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.13 ADJUSTING

- A. Doors: After completing installation, test and adjust doors to operate easily, free of warp, twist, or distortion.
- B. Door Hardware: Adjust and check each operating item of door hardware and each door to ensure proper operation and function of every unit. Replace units that cannot be adjusted to operate as intended.
- C. Windows: Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and at weather stripping to ensure smooth operation and weathertight closure. Lubricate hardware and moving parts.

3.14 CLEANING AND PROTECTION

- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.
- B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

- C. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing, bearing plates, and accessories.
 - 1. Clean and prepare surfaces by SSPC-SP 2, "Hand Tool Cleaning," or by SSPC-SP 3, "Power Tool Cleaning."
 - 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.
- D. Touchup Painting: Cleaning and touchup painting are specified in Section 09 91 13 "Exterior Painting" and Section 09 91 23 "Interior Painting."
- E. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
 - 1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- F. Doors and Frames: Immediately after installation, sand rusted or damaged areas of prime coat until smooth and apply touchup of compatible air-drying primer.
 - 1. Immediately before final inspection, remove protective wrappings from doors and frames.
- G. Windows: Clean metal surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances. Clean factory-glazed glass immediately after installing windows.
- H. Louvers: Clean exposed surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate until final cleaning.
 - 1. Restore louvers damaged during installation and construction period so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.

- a. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 133419

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