



# KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59<sup>TH</sup> STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: [WWW.KCKPS.ORG/PURCHASING](http://WWW.KCKPS.ORG/PURCHASING)

## MAINTENANCE OFFICES EXTERIOR CIRCULATION REPAIRS PROJECT NORTH CENTRAL OFFICE

**BID No: IFB 20-010      ISSUE DATE: APRIL 15, 2020**

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59<sup>th</sup> Street, Room 370, Kansas City, KS 66104 until **2:00 PM., May 5, 2020**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

**Contact/Technical Contact:**

Wayne C. Correll, Director of Purchasing | (913) 279-2270 | eMail: [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org)

**BID INSTRUCTIONS:**

BIDS WILL BE ACCEPTED ONLINE OR BY EMAIL

**Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.**

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price).
- Award will be to ONE contractor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product or service offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.

- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the Vendor Registry site:  
<https://vrapp.vendorregistry.com/Bids/View/Bid/4b7ce6d4-486b-45ed-bdc9-e9ecc7f5f36d>
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

**INCLEMENT WEATHER/EMERGENCY POLICY**

**IF THERE IS A SCHOOL OR BUILDING CLOSURE THE DAY OF THE SCHEDULED BID OPENING, DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.**

See Attachment A for Additional Terms & Conditions

## ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
  - a. The term "bid request" means a solicitation of a formal sealed bid.
  - b. The term "bid" means the price offered by the bidder.
  - c. The term "bidder" means the offeror or Contractor.
  - d. The term "U.S.D. 500" means Unified School District No. 500.
  - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. EXAMINATION OF INSTRUCTIONS, CONDITIONS AND/OR SPECIFICATIONS: Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachments, addendum or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance.
7. VERBAL STATEMENTS OF STAFF: Bidders shall not rely upon any oral statements or conversations they may have with District employees, agents, or representatives regarding the solicitation, whether at the Pre-Bid Conference or otherwise. All questions must be submitted by bidders in writing and shall be answered by the District in a written addendum to the solicitation.
8. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59<sup>th</sup> Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
9. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid. It is the responsibility of bidders to review the District website regularly for updates.
10. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
11. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
12. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
13. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
14. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
15. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
16. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
17. OFFER/ACCEPTANCE: The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted ONLY upon the issuance by U.S.D. 500 of a valid Purchase Order or other contractual documents.
18. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.

19. **DAMAGED AND/OR LATE SHIPMENTS:** U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
20. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
21. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
22. **TAX EXEMPT:** U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
23. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
24. **DISCLAIMER OR LIABILITY:** U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
25. **TERMINATION RIGHTS:** KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
26. **HOLD HARMLESS:** The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.  
**NO MUTUAL INDEMNIFICATION:**  
K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.
  - (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
  - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
  - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
27. **INSURANCE:** Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3)
  - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
    - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
    - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
    - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
    - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
    - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage

are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.

(6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII

(7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

**B. Worker's Compensation and Employer's Liability Insurance**

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....Statutory

Employer's Liability

Bodily Injury by Accident.....\$1,000,000 each accident  
Bodily Injury by Disease.....\$1,000,000 each employee  
Bodily Injury by Disease.....\$1,000,000 policy limit

**C. Comprehensive General Liability Insurance**

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

**D. Automobile Liability Insurance**

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

**E. Commercial Crime insurance (when applicable)**

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

28. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

29. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

30. **BID BOND/PERFORMANCE BOND (Applicable ONLY to Construction/Remodel/Repair Projects, Unless Waived by the District).**

A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.

B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.

C. **NO BID BOND OR PERFORMANCE BOND IS REQUIRED FOR SERVICES**

31. **DISQUALIFICATION:**

A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:

- 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
- 2. Bidder's tendered bid is not received on the District's bid form;
- 3. Bidder's tendered bid is not signed;

4. Required bid bond is not furnished at time of bid opening;
  5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
- B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
1. Refusal of the bidder to complete a contract or bid;
  2. Bidder's past history of late deliveries or partial/incomplete shipments,
  3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
32. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.
33. CONTRACTUAL PROVISIONS ATTACHMENT: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
34. INCLEMENT WEATHER/EMERGENCY POLICY  
IF THERE IS A SCHOOL OR BUILDING CLOSURE THE DAY OF THE SCHEDULED BID OPENING, DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.

Project Manual

Kansas City Kansas Public Schools  
**Maintenance Offices**  
**Exterior Circulation Repair**

2220 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

Prepared For:  
Kansas City Kansas Public Schools  
2010 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

***Construction Documents***

Project No. 18002  
Issue Date: April 15, 2020



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Kansas City Kansas Public Schools  
 Maintenance Offices Exterior Circulation Repair

2220 N. 59 th Street  
 Kansas City, Kansas 66104

Project No. 18002

	<u>CURRENT</u> <u>ISSUE</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE</u> <u>DATE</u>	
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		CURRENT ISSUE <u>DATE</u>	ORIGINAL ISSUE <u>DATE</u>
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**DOCUMENT 000101 – PROJECT TEAM DIRECTORY**

**PROJECT:** Maintenance Offices Exterior Circulation Repair  
2220 N. 59th Street  
Kansas City, Kansas 66104

**OWNER:** Kansas City Kansas Public Schools  
2010 N. 59th Street  
Kansas City, Kansas 66106  
Contact: Doug Clements

**CONSTRUCTION  
MANAGER:** J. E. Dunn Construction  
1001 Locust Street  
Kansas City, Missouri 64106  
Contact: Sean Mitchell  
Phone: 816.474.8600  
Email: sean.mitchell@jedunn.com

**ARCHITECT:** Hollis + Miller Architects, Inc.  
1828 Walnut Street, Suite 922  
Kansas City, Missouri 64108-1867  
Contacts: Megan Barnes / Architect  
Michelle Iwig-Harmon / Project Engineer  
Phone: 816.442.7700  
Email: mbarnes@hollisandmiller.com  
miwigharmon@hollisandmiller.com

**END OF DOCUMENT 000101**

**DOCUMENT 000105 – CERTIFICATIONS AND SEALS**

Structural Engineer:

I hereby state, that the Specifications intended to be authenticated by my seal are limited to Specification Sections listed below:

- Division 1 Sections: 012100, 012200, 012300, 012500, 014200, 016000, 017823.
- Division 2 Section: 024119.
- Division 3 Section: 033000.
- Division 5 Section: 055213.
- Division 7 Sections: 071800 ad 079200.

I hereby disclaim any responsibility for all other specifications, drawings estimates, reports, or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey.

\_\_\_\_\_  
Structural Engineer

\_\_\_\_\_  
Date





**SECTION 00 11 16  
INVITATION TO BID**

04/16/20

Re: Kansas City Kansas Public Schools - Maintenance Office Exterior Circulation Repair  
2020 N. 59<sup>th</sup> Street, Kansas City, Kansas 66104

Ladies and Gentlemen:

You are invited to Bid on the following Scope(s) of Work for the construction of the following Project. The following list highlights information associated with the Project that may be helpful in your bidding process. You should review the Bidding Documents in their entirety to ensure that your Bid is complete, responsive and acceptable.

- PROJECT NAME** *Kansas City Kansas Public Schools - Maintenance Office Exterior Circulation Repairs*
- PROJECT DESCRIPTION** *Repairs to the exterior concrete and rails of the Maintenance office for Kansas City Kansas Public Schools.*
- PRE-BID CONFERENCE** There will be a pre-bid site walk conducted at the Kansas City Kansas Public Schools Maintenance Office located at 2020 N. 59<sup>th</sup> Street, Kansas City, Kansas 66104 at 1:00 PM on 23 April 2020. Attendance is strongly recommended.
- In addition, a virtual pre-bid conference will be held at 1:00 PM on 24 April 2020 for the purpose of answering any questions from prospective Bidders regarding the Scopes of Work on the Project. Attendance is strongly recommended. No other Pre-bid Conference will be held. Contact Sean Mitchell for meeting details.
- BIDDING DOCUMENTS** Bidders may obtain Bidding Documents electronically at [www.smartbidnet.com](http://www.smartbidnet.com)
- BID FORM** Bids shall be submitted on the Bid Form provided in Sections 00 41 23 or 00 41 26 **without modification, alteration, condition or reservation** and with each space properly completed in ink or by typewriter. Include all required attachments. **Bids not in this form may be rejected as nonresponsive.**
- BID BONDS** Bid Bonds are required on this Project. The Bid Bond shall be provided pursuant to the Instructions to Bidders and in the form attached in Section 00 43 13.
- PUBLIC BIDDING** This Project is a public project governed by competitive bidding requirements. Any modification, clarification or deviation from the Bid



Form or Scope of Work Bid Package could cause the Bid to be rejected as nonresponsive.

**BID DUE DATE**

Bids will be received until the Bid Times stated below on 05 May 2020. Bids will be received on behalf of the Owner by Construction Manager at Kansas City Kansas Public Schools, 2010 N. 59<sup>th</sup> Steet, Kansas City, KS 66104. **Please direct the Bid(s) to the attention of Sean Mitchell.**

**LENGTH OF VALIDITY OF BID**

All Bids shall be valid for acceptance by the Owner for a period of **Forty-Five (45) calendar days** after submission of the Bid(s).

**INTERPRETATION AND ADDENDA**

Requests for interpretations, clarifications, corrections or changes of the Bidding Documents must be made in writing at least **seven (7) calendar days** prior to the date for receipt of Bids. No Addenda will be issued later **than two (2) business days** prior to the date for receipt of Bids except for the limited situations set forth in the Instructions to Bidders.

**SUBSTITUTIONS**

Substitutions will be allowed as provided in the Instructions to Bidders and pursuant to Division 01.

**INSURANCE REQUIREMENTS**

Insurance requirements are included in the Prime Contract, General or Supplemental Conditions.

**PREVAILING WAGES**

Prevailing wages are not required on this Project.

**LIQUIDATED DAMAGES**

Liquidated damages are set forth in the General Conditions.

**MBE/WBE GOALS**

MBE/WBE goals are not required on this Project. However, it is requested that Bidders actively solicit minority contractors, suppliers and their organizations.

**TAXES/EXEMPTIONS**

This Project is exempt from state sales and use tax. See Instructions to Bidders for more information.

**OTHER SPECIAL REQUIREMENTS**

There are no other special requirements on this Project.

**QUESTIONS**

All questions regarding this Section 00 should be directed to the Construction Manager.



*Kansas City Kansas Public Schools Maintenance Offices Exterior Circulation Repair*

**BID SCHEDULE:**

Sealed bids will be received by the Construction Manager on behalf of the Owner on Bid Due Date per the following schedule:

<b>Bid Package No.</b>	<b>Scope of Work</b>	<b>Bid Time</b>
01	All Scopes – Concrete, Pipe and Tube Railings, Joint Sealants, Traffic Coatings	May 5 <sup>th</sup> , 20 2:00 PM CST

All times are local time. Bids will be publicly opened and read aloud. Bids received after the times listed above for the particular Scope of Work will be returned unopened. Bids shall be in accordance with the Instructions for Bidders. **Only sealed Bids will be accepted. Telephoned, faxed or emailed Bids will not be accepted.**

**NOTE: EACH BID SHALL BE ACCOMPANIED BY BID SECURITY AS DEFINED HEREIN AND A COPY OF THE SCOPE OF WORK FOR THE BID PACKAGE.**

**BID DOCUMENTS:**

Bid Documents are also available for review at the following Plan Rooms:

www.Smartbidnet.com	

Sincerely,

*Sean Mitchell*  
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cc: File



**SECTION 00 21 13  
INSTRUCTIONS TO BIDDERS**

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**1. GENERAL**

**1.1.** The Project is being constructed under a Construction Management-Agency delivery method with the work being performed by multiple-prime contractors contracting directly with the Owner. The Construction Manager has been engaged for this Project to serve as an advisor to the Owner and to provide assistance in administering the Contract for Construction between the Owner and each Contractor, according to a separate contract between the Owner and Construction Manager.

**1.2.** The Owner is accepting Bids for the Scope(s) of Work identified in the Invitation to Bid on a Lump Sum basis.

**1.3.** Bidders are required to study carefully and conform to these instructions in order that their Bid(s) be complete, responsive and acceptable.

**2. DEFINITIONS**

**2.1.** Addenda are written or graphic instruments issued by the Architect prior to the execution of the Prime Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

**2.2.** The Agreement or Prime Contract is the form of agreement between Owner and Contractor included in the Contract Documents.

**2.3.** An Alternate Bid or Alternate is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents and the Specifications, is accepted by the Owner.

**2.4.** The Architect is the architectural firm identified herein which has entered into a contractual agreement with the Owner to provide certain design services for the Project. The term Architect shall also refer to its subconsultants.

**2.5.** The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deleted for sums stated in Alternate Bids and Unit Prices.

**2.6.** A Bid is the offer of a Bidder submitted on a complete and properly executed Bid Form stating the sum(s) for performing the Scope(s) of Work set forth in the Bid Form submitted in accordance with the Bidding Documents.

**2.7.** A Bidder is a person or entity who submits a Bid for the Scope(s) of Work set forth in the Bid Form.

**2.8.** Bidding Documents include the Bidding Requirements, Contract Documents and other

documents included in the Project Manual which govern the bidding process.

**2.9.** The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, and other sample bidding and contract forms contained in the Project Manual and all Addenda.

**2.10.** As further discussed herein, the Bid Security shall be the submission of an approved Bid Bond, Cashier's Check or Certified Check furnished by the Bidder and made payable to the Owner for the amount stipulated in the Instructions to Bidders.

**2.11.** The Contract Documents consist of the form of Agreement or Prime Contract, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract and all other documents identified in the Agreement.

**2.12.** The Contractor or Trade Contractor or Prime Contractor shall refer to the entity that will enter into an agreement directly with the Owner to provide labor and material for a particular Scope of Work.

**2.13.** The Scope of Work is the Work described and identified for a specific aspect of the Project.

**2.14.** A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Scope(s) of Work.

**2.15.** The Successful Bidder is the responsible Bidder who submits the lowest and best Bid responsive to the Bidding Requirements and to whom the Owner, on the basis of the Owner's evaluation, will make an award.

**2.16.** A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or labor as described in the Bidding Documents.

**2.17.** The Work means the construction and services required by the Contract Documents including all labor, material, equipment and other services provided or to be provided by the

Contractor to fulfill the Contractor's obligation under the Contract Documents.

**2.18.** The word furnish when used means furnish completely, including all work and associated costs for: materials, shop drawings, transportation, insurance, field measurements, expediting, shipping, handling, packaging, storage, touch up materials, owners manuals, training, and any other accessories required for a complete installation. Shipping methods and delivery dates for furnished items shall be coordinated with the receiver/ installer and shall include all reasonable provisions required for unloading. (Proper container, lift gate if required.)

**2.19.** The word install when used means install completely, including all work and associated costs for: receiving, unloading, unpacking, verification of quantity and condition, inventorying, hoisting, rigging, equipment, lifts, storage, hangars, supports, sleeves, coordination, layout, shop drawings, review of shop drawings by others, field measurements, excavation, backfill, dewatering, installation, cutting and patching, firestopping, daily clean up, inspections, documentation, protection of own work and work of others, rough-in, testing, as-built drawings, and all other accessories, services and facilities required for a complete installation. Repair or replace items damaged, misplaced, stolen, or otherwise deemed unfit for installation as determined by the Architect after proper inventorying of materials and/or equipment supplied by others.

**2.20.** The word provide when used means furnish and install completely, including all work and associated costs for: furnishing, installing, materials, labor, equipment, layout, tools, and any other temporary or permanent facilities required to complete the work.

**2.21.** Terms of art and other words not specifically defined herein have the same meaning as those used and/or defined in the Contract Documents.

### **3. THE BIDDING DOCUMENTS**



3.1. Bidding Documents will be made available or distributed by the Construction Manager as provided in the Invitation to Bid.

3.2. Bidders shall use complete sets of Bidding Documents in preparing its Bid(s). Neither the Owner, the Construction Manager nor the Architect assumes any responsibility for errors, mistakes, misinterpretations or incomplete Bids resulting from the use of incomplete sets of Bidding Documents.

3.3. In making copies of the Bidding Documents available on the above terms, the Owner does so only for the purpose of obtaining Bids on the Scopes of Work and does not confer a license or grant permission to use for any other reason.

#### 4. EXAMINATION OF BIDDING DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder, before submitting a Bid, to

4.1.1. carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Scope of Work for which the Bid will be submitted;

4.1.2. visit and examine the Project site to become familiar with local conditions that may effect cost, progress, performance or furnishing of the services or work;

4.1.3. consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the services or work; and

4.1.4. notify the Construction Manager immediately of all conflicts, errors, inconsistencies or ambiguities discovered in the Bidding Documents.

#### 4.2. SITE INFORMATION

4.2.1. Within the Bidding Documents, there may be reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (“Geotech Reports”). If the

Geotech Reports are not included in the Bidding Documents, they will be made available to Bidders upon request. It is strongly recommended that those who are bidding on a Scope of Work which may be impacted by subsurface conditions should obtain and review the Geotech Reports.

4.2.2. The Bidding Documents may identify reports and/or drawings relating to Asbestos, PCB, Petroleum, Hazardous Waste or Radioactive Material (“Hazardous Materials”). Copies of these reports and drawings will be made available to Bidders upon request. Provisions relating to responsibilities for such conditions are set forth in the Contract Documents.

4.2.3. These reports, drawings and other documents referenced in this section are not part of the Contract Documents. Bidders are responsible for any interpretation or conclusion they draws from any technical data or any other data, interpretations, opinions or information contained in such reports or drawings or shown or indicated in other documents related to subsurface conditions or Hazardous Materials.

4.3. Upon reasonable notice, Owner will provide Bidders access to the site to conduct such examinations, inspections and studies as each Bidder deems necessary for the submission of a Bid.

#### 5. INTERPRETATIONS AND ADDENDA

5.1. All questions regarding the meaning or intent of the Bidding Documents are to be directed to the Construction Manager.

5.2. Bidders and Sub-bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they discover upon examination of the Bidding Documents, the Project site and the local conditions.

5.3. Bidders and Sub-bidders requiring interpretation, clarification, correction or change of the Bidding Documents shall make a written

request which must reach the Construction Manager within the time set forth in the Invitation to Bid.

5.4. Written requests received after the time set forth in the Invitation to Bid **may** not be answered.

5.5. Interpretations, clarifications, corrections and changes to the Bidding Documents considered necessary by the Architect or Construction Manager in response to such questions or otherwise will be made by Addenda.

5.6. No Addenda will be issued later than the time set forth in the Invitation to Bid except for an Addendum withdrawing the request for Bids or postponing the date for receipt of Bids.

5.7. Notification of Addenda will be faxed or delivered to all who are known to have received a complete set of Bidding Documents.

5.8. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

5.9. It is the responsibility of each Bidder to ascertain and confirm, prior to submitting a Bid, that the Bidder has received all Addenda issued. The Bidder shall also acknowledge its receipt of all Addenda on the Bid Form.

**5.10. Only interpretations, clarifications, corrections and changes made by formal written Addenda will be binding. Interpretations, clarifications, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.**

5.11. In the case of an ambiguity, inconsistency or error in the Bidding Documents that is not clarified by Addendum, the higher quality, more expensive option and greater quantity of Work shall be provided in accordance with the Construction Manager's and Owner's interpretation.

5.12. Failure of a Bidder to notify the Construction Manager of a known ambiguity, inconsistency or error in the Bidding Documents

shall waive the Bidder's right to seek additional time or compensation for such ambiguity, inconsistency or error.

## 6. SUBSTITUTIONS

6.1. Unless otherwise specifically required, reference in the Specifications to any product, material, equipment, type or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition.

6.2. The products, materials and equipment described in the Bidding Documents establish a standard of required design, spare parts availability, strength, durability, usefulness, serviceability, operating cost, convenience, and for the purpose intended to be met by any proposed substitution.

6.3. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed.

6.4. No request for substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Construction Manager within the time set forth in the Invitation to Bid. **Requests for substitution will not be considered when proposed with a Bid.**

6.5. Requests for substitutions will only be considered under the following procedures:

6.5.1. The request is made under the "or approved equal" or the "or approved substitute" provisions of the Contract Documents.

6.5.2. The request is received within the time period set forth in the Invitation to Bid.

6.5.3. The request includes the name of the material, product, equipment or system for which it is to be substituted, correlated to specification section and page; all basic data and characteristics of the proposed substitute so that a direct comparison may readily be made.

6.5.4. The request fully complies with all other requirements set forth in Division 01.



6.6. It is the sole responsibility of the Bidder making the request to submit complete descriptive and technical information necessary for the Architect to evaluate the substitution.

6.7. The burden of proof of the merit of the proposed substitution is upon the Bidder making the request. **The Architect’s decision of approval or disapproval of a proposed substitution shall be final.**

6.8. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth by written Addendum. An approval of a request for substitution made in any other manner will not be binding, and Bidders shall not rely upon an approval made in any other manner.

6.9. No substitutions will be allowed subsequent to the Contract award unless specifically provided for in the Contract Documents.

7. **PRE-BID CONFERENCE**

7.1. A pre-bid conference will be held at the date, time and location stated in the Invitation to Bid.

7.2. Representatives of Owner, Architect and Construction Manager will be present to discuss the Project and answer questions regarding the Bidding Documents and bidding procedures. All Bidders are encouraged to attend and participate in the conference.

8. **TIME AND PLACE TO RECEIVE BIDS**

8.1. Sealed Bids will be received until the times on the date set forth in the Invitation to Bid. Bids received after these times will not be accepted and returned unopened.

8.2. Deliver sealed bids to the location stated in the Invitation to Bid. Bids delivered to the wrong location will not be considered or accepted. Bids submitted by telephone, fax, email or other methods will NOT be accepted.

9. **THE BID**

9.1. Lump Sum Bids will be received from Bidders for the Scopes of Work identified in the Bidding Documents. A Bid shall include all Work defined within the Scope of Work, including but not limited to the relevant Specification Section(s) and Bidding Documents.

9.2. Bids are to include all labor, applicable taxes, insurance, licenses, permits, tools, equipment, materials, services, supervision, profit, overhead and incidentals necessary or required for the construction of the Scope(s) of Work identified in the Bidding Documents. Bids shall include the cost of complying with the safety requirements contained herein.

9.3. Bids shall include the following documents and attachments:

9.3.1. Bid on the Bid Forms provided in the Bidding Documents

9.3.2. Bid Bond

9.3.3. Bidder’s Scope of Work

9.4. **FORM AND STYLE OF BIDS**

9.4.1. Bids shall be submitted on the Bid Form provided **without modification, alteration, condition or reservation** and with each space properly filled in by typewriter or manually in ink and include all required attachments. **Bids not in this form or submitted as a proposal or in a different form may be rejected as nonresponsive.**

9.4.2. Bids shall be delivered to the Construction Manager in an opaque, sealed envelope, bearing the title of the Work (Bid Package No. and Scope of Work), the name of the Bidder, and shall be addressed as follows:

Kansas City Kansas Public Schools  
c/o J.E. Dunn Company  
Maintenance Office Exterior Circulation  
Repair located at 2020 N. 59<sup>th</sup> Street,  
Kansas City, KS 66104  
Attention: Sean Mitchell

Bids sent by mail shall be enclosed in a separate mailing envelope with the notation “Sealed Bid Enclosed” on the face thereof.

**9.4.3.** The Bid shall state the total lump sum price to do all Work described in the Bidding Documents under a single bid package, or at the Bidders option, any combination of bid packages. Dollar amounts shall be stated in both words and figures and, in the case of a discrepancy between the two, the amount written in words shall govern. If the Bidder intends to submit a Combination Bid, it must do so using the Combination Bid form included in the Bidding Documents.

**9.4.4.** Each Bidder shall bid all Alternates and Unit Prices that pertain to its Scope of Work requested in the Bid Form. The Bid for Alternates and Unit Prices described in the Bidding Documents, shall include all overhead, profit and the cost of all changes required from Base Bid conditions in order to incorporate such Work described.

**9.4.5.** Each Bid shall be executed and signed (with the name and title typed or clearly printed below the signature) by and in the name of the Bidder.

**9.4.5.1.** Bids from a partnership shall be signed in the partnership’s name by at least one partner, or in the partnership’s name by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, dated and executed by all partners of the firm.

**9.4.5.2.** Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name followed by the words “By \_\_\_\_\_.” The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

**9.4.5.3.** Bids from joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

**9.4.5.4.** Bids from an individual doing business under a firm name shall be signed in the name of the individual doing business under the proper firm name.

## **10. BID SECURITY**

**10.1.** A Bid Bond, Cashier’s Check or Certified Check for Bid Security made payable to the Owner in an amount equal to 5% of the Bid amount must be submitted with the Bid, pledging that the Bidder will:

**10.1.1.** enter into a Prime Contract with the Owner under the terms stated in the Bidding Documents AND

**10.1.2.** furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

**10.2.** Should the Bidder refuse to enter into such Prime Contract, withdraw its Bid(s) during the acceptance period or fail to furnish such bonds, the amount of the bid security shall be paid to the Owner immediately as liquidated damages, not as a penalty.

**10.3.** The Bid Bond shall be written on an AIA Document A310, Bid Bond (2010), and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. A copy of the A310 is included in Section 00 43 13.

**10.4.** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either:

**10.4.1.** the Prime Contract has been executed and bonds have been furnished;

**10.4.2.** the specified time has elapsed so that Bids may be withdrawn; OR

**10.4.3.** all Bids have been rejected.

## **11. QUALIFICATION OF BIDDERS**

**11.1.** The Bidder must be qualified to perform the Work. The Bidder must demonstrate its ability, experience, efficiency, integrity, reputation, capacity of personnel and financial resources to properly and timely perform the Work described in the Bidding Documents to be considered a responsible Bidder.

**11.2.** To demonstrate the Bidder's qualification to perform the Work described in the Bidding Documents, the Bidder is strongly encouraged to submit and/or update the necessary information on J.E. Dunn's online Subcontractor Management System located at [www.jedunn.com/spq/](http://www.jedunn.com/spq/) or complete the qualification statement included in the Bidding Documents, if provided.

## **12. BIDDER REPRESENTATIONS**

**12.1.** Each Bidder, by submitting its Bid, represents that:

**12.1.1.** The Bidder has examined, carefully studied and understands the Bidding Documents, including all Addenda and other related information, and its Bid is made in accordance therewith.

**12.1.2.** The Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents.

**12.1.3.** The Bidder is familiar with all federal, state and local Laws and Regulations that may affect cost, progress or performance of the Work.

**12.1.4.** The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception unless otherwise approved.

**12.1.5.** The Bid(s) have been derived at independently without consultation, communication or agreement as to any matter relating to the Bid(s) with any other Bidder or with any competitor.

**12.1.6.** The Bidder will not later request, and will not later expect to receive, additional payment for work related to conditions which could be determined by examination of the site and the Bidding Documents.

**12.1.7. The Bidder will agree to contract under the Contract Documents as provided including project-specific modifications, if any, made at a later time, without clarification or modification.**

**12.2.** By submitting a Bid, the Bidder agrees that any protest, controversy, dispute or claim arising from the Invitation to Bidders, the Bidder's submission of the Bid, the Owner's or Construction Manager's rejection of any Bid and/or the award of a Prime Contract shall be subject to the same dispute resolution requirements as are set forth in the Contract Documents, which are incorporated herein by this reference.

## **13. MODIFICATION OR WITHDRAWAL OF BID**

**13.1.** Bids may not be withdrawn, modified or canceled for the period of time set forth in the Invitation to Bid following the time and date for the receipt of Bids. If a Bidder withdraws, modifies or cancels its bid during that time period, the amount of the bid security shall be paid to the Owner immediately as liquidated damages, not as a penalty, and the Bidder waives any and all defenses it or its Surety may have to the payment of the bid security.

**13.2.** Prior to the time and date for the receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and shall be in accordance with the following provisions.

**13.2.1.** Facsimile, email or other forms of written notice to modify or withdraw a Bid must be received prior to the date and time for receipt of Bids.



13.2.2. Once the notice to withdraw a Bid is received, the Bid will be removed from the other submitted Bids and returned to the Bidder unopened.

13.2.3. Notices to modify a Bid must be followed by a modified Bid submitted in the form and style set forth herein prior to the date and time for receipt of Bids.

**14. REJECTION OF BIDS**

14.1. The Owner reserves the right to reject any or all Bids, including, without limitation, the right to reject Bids that are incomplete, irregular, nonconforming, nonresponsive, unbalanced or conditional.

**15. ACCEPTANCE OF BIDS (AWARD)**

15.1. Bids will not be accepted after the actual time and date established for receipt of Bids.

15.2. In awarding the Prime Contract, the Owner may take into consideration the Bidder’s skill, facilities, capacity, experience, responsibility, previous work record and financial standing. The inability of any Bidder to meet the requirements mentioned above may be cause for rejection of the Bid.

15.3. The Owner shall give written notice of the award of the Prime Contract to the Successful Bidder (“Notice of Award”).

15.4. Bidder to whom award of Contract is made shall execute the Prime Contract with the Owner and provide all necessary documents within **seven (7) calendar days** after the Notice of Award.

15.5. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

15.6. It is the intent of the Owner to award a Prime Contract to the lowest, responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding

Documents and does not exceed the funds available.

15.7. The Owner shall have the right to waive informalities or irregularities in any Bid received and to accept the Bid which, in the Owner’s judgment, is in the Owner’s own best interest.

15.8. The Construction Manager and Owner may interview the apparent low Bidder before a Prime Contract is awarded. The interview will enable the Construction Manger and Owner to ask the Bidder questions about materials, labor, duration, Scope of Work, the Contract Documents or the Bidder’s Qualifications.

15.9. The Prime Contract may be terminated by the Owner, in its sole discretion, at any time it determines there are insufficient funds on hand in the treasury of said Owner for the lawful purpose of payment obligations of said Owner, due or to become due, under the terms of the Prime Contract.

15.10. The Owner will prepare and forward three (3) original drafts of the Prime Contract with the Notice of Award to the Successful Bidder. Bidder shall return properly executed drafts of these Documents, together with required evidence of insurance and bonds to the Owner within **seven (7) calendar days** of receipt of the Notice of Award.

**15.11. SUBMITTALS**

15.11.1. Successful Bidders shall, within seven (7) calendar days of the Notice of Award, submit the following information to the Construction Manager in one (1) copies:

15.11.1.1. A designation of the Work to be performed by the Bidder with its own forces.

15.11.1.2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.

15.11.1.3. A list of names of the subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design)



proposed for the principal portions of the Work.

**15.11.2.** Successful Bidders will be required to establish, to the satisfaction of the Construction Manager and Owner, the reliability and responsibility of the subcontractors and suppliers proposed to furnish and perform the Work described in the Bidding Documents.

**15.11.2.1.** Prior to the Notice to Proceed, the Construction Manager will notify the Bidder in writing if either the Owner or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Construction Manager has reasonable objections to a proposed person or entity, the Bidder may submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution.

The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, the Bid Security will not be forfeited.

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

**16. BOND REQUIREMENTS**

**16.1.** The Successful Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder (“Payment and Performance Bonds”). Payment and Performance Bonds may be secured through the Bidder’s usual sources.

**16.2. The cost for furnishing such Payment and Performance Bonds shall be included in the Bid.**

**16.3.** Payment and Performance Bonds shall be written on a form and by a surety acceptable to the Construction Manager and Owner. The surety must be rated “A-” or better with a treasury rating less than or equal to the face value of the bond.

**16.4.** Each Successful Bidder will be required to submit two (2) copies of the Performance and Payment Bonds to the Construction Manager, within seven (7) calendar days of the Notice of Award and, prior to moving on site or beginning Work.

**16.5.** If the Work is to be commenced prior thereto in response to a letter of intent or limited authorization to proceed, the Bidder shall, prior to commencement of the Work, provide insurance and submit evidence satisfactory to the Owner that such Payment and Performance Bonds will be furnished and delivered in accordance with the Bidding Documents.

**16.6.** Unless otherwise provided, the bonds shall be written on AIA Document A311/CM, Performance Bond and Payment Bond written in the full amount of the Contract Sum naming the Owner as the obligee. The Payment and Performance Bond forms are included in the Bidding Documents in Section 00 61 13.

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

**17. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**17.1.** Unless otherwise provided, the Agreement for the Work will be written on the AIA Document A132, Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum, as amended and modified, included in Section 00 52 00.

**18. TAX EXEMPTION**

**18.1.** Supplies, materials and equipment incorporated into the Project are exempt from



*Kansas City Kansas Public Schools Maintenance Offices Exterior Circulation Repair*

payment of State sales and use tax. Accordingly, all bids shall be made without sales and use tax.

**18.2.** See Section 00 62 90 for more information regarding tax exemption.





**SECTION 00 24 13  
BID PACKAGES**

**INDEX TO SCOPES OF WORK**

**Bids : 04/16/20**

- A. Bid Package 033000 – Concrete Repair
- B. Bid Package 050000 – Miscellaneous Metals
- C. Bid Package 071800 – Traffic Coatings
- D. Bid Package 079200 – Joint Sealants

**Provide all labor and materials, tools, equipment, supervision and other items necessary to furnish and install the Scope of Work assigned, as required by the Bidding Documents.**

**PLEASE NOTE: THIS PROJECT IS A PUBLIC PROJECT GOVERNED BY COMPETITIVE BIDDING REQUIREMENTS. ANY MODIFICATION, CLARIFICATION OR DEVIATION FROM THIS BID PACKAGE SCOPE OF WORK COULD CAUSE THE BID TO BE REJECTED AS NONRESPONSIVE.**



**SECTION 00 24 13  
SCOPE(S) OF WORK**

**INDEX TO SCOPES OF WORK**

- A. SCOPE OF WORK 033000 - CONCRETE REPAIR

**SCOPE OF WORK 033000 - CONCRETE REPAIR**

**SCOPE OF WORK**

The Contractor shall execute the following portion of the Work described in the Contract Documents, including all labor, materials, equipment, services, superintendence, and other items required to complete such portion of the Work:

**CONCRETE REPAIR** - Including but not limited to, Specification Sections:

**02 41 19      Selective Demolition**

**03 30 00      Cast-in-Place Concrete**

**This Work specifically includes, but is not limited to:**

General

1. Protect adjacent finishes prior to placing concrete. Remove protection after placement of concrete and clean adjacent finishes of concrete remnants.
2. Hoisting and lifting required to complete the Work.
3. Provide layout as required to perform Scope of Work. Layout markings that will not permanently mark concrete finishes.
4. Remove concrete spoils and washouts weekly and at Construction Manager's discretion.
5. Cover and maintain holes in concrete decks/slabs.
6. Provide temporary fall protection and safety railings on horizontal formwork at perimeter of structure and interior openings. After formwork is removed, provide, maintain, and remove temporary railings at perimeter of structure and interior openings. Safety railings to be compliant with OSHA requirements and include toe boards and debris netting.
7. Provide all required concrete pumping and placement by other means as required by the Construction Manager.

Concrete

1. Include all concrete demolition, handrail demolition, and other miscellaneous demolition necessary to complete this Scope of Work.
2. Include all concrete patching, sawcutting, repair, reinforcing, slabs, stairs, elevated slabs, footings, columns, and any other concrete related items necessary to complete this Scope of Work.
3. Protect adjacent surfaces from damage during demolition. Notify Construction Manager prior to removal or potential damage to existing electrical and plumbing systems.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

4. Rebar splices either called for or needed for constructability purposes.
5. Provide all granular fill below concrete. Include fine grading as required to complete this Scope of Work.
6. Structural Excavation.
7. Demolition of all concrete as specified in the Contract Documents. Remove and dispose of all delaminated, spalled and loose concrete as indicated in the Contract Documents.
8. Demolition of handrails. Include core drilling and infill of core drill as required.
9. Provide erosion control as needed or directed by the Construction Manager.
10. Provide daily clean up of this Scope.
11. Hot weather concrete placement requirements, including but not limited to chilled water and ice. Follow all Specifications and ACI guidelines to ensure successful hot weather concrete placement.
12. Shoring and reshoring as necessary. Note: Shoring (as required) must be in place prior to selective demolition and reinforcement.
13. Typical Concrete Repair Sequence:
  1. Properly shore and secure concrete scheduled for repair.
  2. Remove all loose, fractured, contaminated &/or deteriorated concrete.
  3. Clean and prep exposed reinforcing steel.
  4. Clean all surfaces and apply bonding agent per manufacturers recommendations.
  5. Apply approved concrete patch material.
  6. Maintain required shoring for at least 7 days or until concrete has reached required compressive strength.
14. Provide temporary guardrails and handrails. Locations to receive temporary guardrails and handrails include but are not limited to: Level 1 East elevated slab edge, Level 1 West slab on grade edge, Level 2 west elevated slab, and all other areas as needed or as directed by the Construction Manager. Rails to be installed in sections that can be removed as the permanent handrails are installed. Removal by Miscellaneous Steel Contractor. Miscellaneous Steel Contractor will salvage and store onsite for final removal by the Concrete Contractor.
15. Removal of existing pedestrian traffic coatings and other slab coatings as needed to complete this Scope of Work.
16. Provide complete demolition and replacement of concrete column located at gridline E/7.
17. Provide \$25,000 allowance for general cleanup and safety items as directed by the Construction Manager.

**The following work is excluded:**

1. Permanent handrails.
2. Joint sealants.



**SECTION 00 24 13  
SCOPE(S) OF WORK**

**INDEX TO SCOPES OF WORK**

- A. SCOPE OF WORK 050000 - MISCELLANEOUS METALS

**SCOPE OF WORK 050000 - MISCELLANEOUS METALS**

**SCOPE OF WORK**

The Contractor shall execute the following portion of the Work described in the Contract Documents, including all labor, materials, services, superintendence, and other items required to complete such portion of the Work:

**MISCELLANEOUS STEEL** – Including, but not limited to, Specification sections:

**05 52 13            Pipe and Tube Railings**

**This Work specifically includes, but is not limited to:**

1. Provide miscellaneous steel items including but not limited to metal railings, and metal fabrications.
2. Provide shop drawings as required by the Contract Documents.
3. Fasteners (bolts, nuts, washers, tension control fasteners, anchors, and epoxy adhesives) necessary to complete this Scope of Work.
4. Delegated design; a professional engineer's seal, licensed in the state of the Project, on all connection calculations that are not shown on the Contract Documents.
5. Provide connections to concrete, or other non-steel substrates where installation of steel must occur after substrate is already in place.
6. Provide field measurements including multiple trips to Project as necessary to accomplish these tasks.
7. Galvanizing as Specified. Provide field touch up of galvanizing at locations where shop finish is damaged during delivery, handling, or erection, including, but not limited to, field connection points, bolts, handrails, and hoisting pick points.
8. Clean steel of dirt, mud, dust, and piece mark identifications prior to completion of erection.
9. Lifts and any other accommodations necessary to facilitate performance of special inspections of the Work as required by the testing agency.
10. Fire extinguishers, fire watch, and burn permits for welding and cutting.
11. Maintain and repair all safety hand rail affected or removed by this Scope. Only remove what can be replaced with permanent railings by end of work day. Store safety hand rail that has been replaced with permanent railings onsite as directed by the Construction Manager.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

12. Provide all hoisting as necessary to complete this Scope of Work.
13. Protect adjacent finished surfaced to include removing all metal debris and grinding dust from concrete or other surfaces that may rust.

**The following work is excluded:**

1. Furnish temporary safety rail system and elevated slab edge.
2. Final disposal of temporary safety rail system.



**SECTION 00 24 13  
SCOPE(S) OF WORK**

**INDEX TO SCOPES OF WORK**

- A. SCOPE OF WORK 079200 - JOINT SEALANTS



**SCOPE OF WORK 079200 - JOINT SEALANTS**

**SCOPE OF WORK**

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services, superintendence, and other items required to complete such portion of the Work:

**JOINT SEALANTS** - Including but not limited to, Specification Sections:

**07 92 00                      Joint Sealants**

**This Work specifically includes, but is not limited to:**

*Joint Sealants*

1. Exterior joint sealants as required for a complete system.
2. Sealants for exterior paving construction joints and termination joints.
3. Mock-up of each of each type of system to be used and each condition.
4. Sealants are to be provided by a single-source manufacturer where required by the Subcontract Documents.
5. Install work in accordance with the manufacturer's printed instructions for the application.
6. Backer rods and required materials to complete all caulking. Backer rod shall form to joint configuration indicated and shall maintain sealant bead size specified.
7. Install all joint sealants free of air pockets, ridges, sags and foreign embedded matter.
8. Multiple mobilizations.
9. Provide protection of joint sealants per specifications.
10. Clean and prepare surfaces to receive joint sealants.
11. Include \$10,000 allowance for additional areas not shown to receive joint sealants in Contact Documents.

**The following work is excluded:**

1. Traffic Coatings.



**SECTION 00 24 13  
SCOPE(S) OF WORK**

**INDEX TO SCOPES OF WORK**

- A. SCOPE OF WORK 071800 - TRAFFIC COATINGS

**SCOPE OF WORK 071800 - TRAFFIC COATINGS**

**SCOPE OF WORK**

The Contractor shall execute the following portion of the Work described in the Contract Documents, including all labor, materials, equipment, services, superintendence, and other items required to complete such portion of the Work:

**FLUID APPLIED FLOORING** - Including but not limited to, Specification Sections:

**07 18 00                      Traffic Coatings**

**This work specifically includes, but is not limited to:**

1. Traffic Coatings as well as accessories including edging, transitions, metal termination strips between flooring materials, primers, adhesives, moisture test kits, and other miscellaneous items.
2. Test slab moisture content, pH, and vapor testing per Specification and manufacturer's recommendations (minimum of both calcium chloride and relative humidity test) prior to the start of the Work. Submit documentation to Construction Manager.
3. Verify substrates are acceptable for installation of material including surface conditions, compatibility with existing finishes, and bonding prior to the start of the Work.
4. Floor preparations and joint and crack treatment as specified.
5. Clean concrete floor (including mopping, buffing, sanding, and bead blasting for acceptable substrate) prior to installation of traffic coating. Include removal of existing traffic coatings where new coatings are to be installed.
6. In addition to any specified mock-ups, include a 100 SF field sample of traffic coating per the Contract Documents.
7. Protection of finished Work per specifications.
8. Dust control and protection of other materials during grinding/bead blasting activities.

**The following work is excluded:**

1. Joint Sealants.

**SECTION 00 30 00  
INFORMATION AVAILABLE TO BIDDERS**

**1. USE OF INFORMATION**

**1.1.** Any information included in this section will not be part of the Contract Documents. This information is made available to the Contractor for informational purposes only. The Owner will not be responsible for interpretations or conclusions drawn from this data by Bidder.

**2. SUBSURFACE AND OTHER ENVIRONMENTAL REPORTS OR INVESTIGATIONS**

**2.1.** A subsurface soil investigation(s) has **NOT** been made on the project site.

**2.2.** Reports and drawings related to asbestos, PCB, petroleum, hazardous waste, radioactive material or other hazardous material may also be included or referenced in the Project manual. Copies of any of these reports and/or drawings identified will be made available to any Bidder upon written request.

**2.3.** These reports and other documents identified in the Bid Package are made available for the general reference of the Bidders only. These reports and other documents are not part of the Contract Documents, and Contractor assumes no responsibility for the validity of the existing conditions described in the geotechnical investigation or other reports. The Bidder is responsible for any interpretation or conclusion the Bidder draws from any technical data or any other data, interpretation, opinions or information contained in such reports or shown or indicated in other documents related to subsurface or existing conditions. Bidders are expected to examine the site and the record of investigations and then decide for themselves the character of environment to be encountered.



**SECTION 00 31 13  
MILESTONE SCHEDULE OF CONSTRUCTION**

**The Bidder recognizes that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the schedule of construction for the Project and the Bidder's Work during the progress of construction. Bidder acknowledges that Owner or Construction Manager cannot guarantee Bidder, if selected, will be able to start the Work on any particular date or continue without interruption once started.**

**A Milestone Schedule will be provided in a future addendum. Below are some key milestones to provide some framework for the project until the schedule is provided:**

Activity ID	Activity Name	At Comp Dur	Start	Finish	Apr	May	Jun	Jul	Aug	Sep	Oct
<b>KCKPS Maintenance Building Exterior Repairs</b>											
<b>Summary</b>											
JED-0020	Contract Award	0	13-May-20*			◆ Contract Award					
JED-0100	Start Construction	0	20-May-20*			◆ Start Construction					
SUM-1000	Overall Construction Duration (Calendar Days)	113	20-May-20	09-Sep-20							
JED-0600	Substantial Completion	0		09-Sep-20							
<b>Preconstruction</b>											
CON-1140	Bid Recruitment	13	17-Apr-20	05-May-20							
CON-1150	Advertise Bid	6	17-Apr-20	24-Apr-20							
CON-1330	Pre-Bid Site Walk	1	23-Apr-20	23-Apr-20							
CON-1270	Virtual Pre-Bid Meeting	1	24-Apr-20*	24-Apr-20							
CON-1170	Bid Day	1	05-May-20*	05-May-20							
CON-1280	Bid Review Period	3	06-May-20	08-May-20							
CON-1200	KCKPS Board Approval	2	11-May-20*	12-May-20							
CON-1210	Obtain Demo Permit	1	13-May-20	13-May-20							
CON-1220	Issue Contracts	1	14-May-20	14-May-20							
<b>Procurement</b>											
CON-1310	Steel Railing Shop Drawing Review Period	10	14-May-20*	28-May-20							
CON-1320	Concrete Submittal Review Period	10	14-May-20	28-May-20							
<b>Construction</b>											
CON-1230	Phase 1 - Start Demo	0	20-May-20*			◆ Phase 1 - Start Demo					
CON-1240	Phase 1 - Construction	30	20-May-20*	01-Jul-20							
CON-1250	Phase 2 - Construction	35	24-Jun-20*	12-Aug-20							
CON-1260	Phase 3 - Construction	25	05-Aug-20	09-Sep-20							
<b>Closeout</b>											
CON-1290	Punchlist	5	01-Sep-20	08-Sep-20							
CON-1300	Closeout Documentation	5	01-Sep-20	08-Sep-20							



**KCKPS Maintenance Building Exterior Repairs**  
**JE Dunn Construction Company**  
**17-Apr-20 Update Schedule**

Run Date: 16-Apr-20

█ Remaining Level of Effort    █ Actual Level of Effort    █ Actual Work    █ Critical Remaining Work  
◆ Milestone    ◆ Milestone



SECTION 00 41 23  
BID FORM

**PLEASE NOTE: THIS PROJECT IS A PUBLIC PROJECT GOVERNED BY COMPETITIVE BIDDING REQUIREMENTS. ANY MODIFICATION, CLARIFICATION OR DEVIATION FROM THIS BID FORM COULD CAUSE THE BID TO BE REJECTED AS NONRESPONSIVE.**

**Owner:** Kansas City Kansas Public Schools

**Project:** Maintenance Offices Exterior Circulation Repair

**Construction Manager:** J. E. Dunn Construction Company

**Attn:** Sean Mitchell

**Name of Bidder:** \_\_\_\_\_

**Bid Package No.:** \_\_\_\_\_ **Bid Package Title:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_ **Phone of Bidder:** \_\_\_\_\_

**Bid Proposal Amounts:**

The undersigned, having examined the Bidding Documents and the site of the proposed Work and being familiar with all the conditions affecting the construction of the proposed Project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision and other items necessary to perform and complete, in a workmanlike manner, all Work required by the Contract Documents for the Bid Package Scope(s) of Work identified, at the prices stated below. Stated sums include all profit, overhead, fees, insurance, payroll taxes, payment and performance bonds, and all other charges applicable to materials, equipment, labor and all charges that may be levied. This Bid excludes sales tax.

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

**Addenda:**

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addendum (number and date):

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

**Base Bid:**

\_\_\_\_\_ (\$ \_\_\_\_\_).

**Unit Price:**

Unit Price No. 1: Pedestrian Traffic Coating _____	\$ _____	Add
Unit Price No. 2: Removal and Replacement of Elevated Concrete Slab/Deck _____	\$ _____	Add
Unit Price No. 3: Miscellaneous Concrete Patching _____	\$ _____	Add

**Alternates:**

Alternate No. 1: Additional Pedestrian Traffic Coating _____	\$ _____	Add
Alternate No. 2: Guardrails _____	\$ _____	Add
Alternate No. 3: Concrete Stairs on Grade _____	\$ _____	Add

**Changes in the Work:**

Changes in the Work shall be as established in accordance with the Contract Documents. The fee limits stated in the Contract Documents shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid.

**Time of Commencement, Completion and Damages:**

1. The Bidder agrees that if awarded the Contract, it will have its Work ready for either the follow-on Contractor's work or the Final Inspection and Owner's acceptance in accordance with the schedule developed by the



Construction Manager. The Bidder agrees to commence work under the Contract **within seven (7) calendar days** after the date of a “Notice to Proceed”, unless otherwise stipulated in that notice.

- 2. Time is expressly declared to be of the essence in completion of the Work covered by this Bid and the Bidder shall be liable for actual damages for delays in completion of Work.

**General Agreements:**

- 1. The Bidder agrees that it has had an opportunity to examine the site of the Work and has examined the Contract Documents, and that it has carefully prepared its proposal upon the basis thereof and that it has carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder’s computations upon which this Bid is based and the Bidder agrees that it will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of the Bid.
- 2. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all bids.
- 3. The Bidder agrees that this Bid shall not be withdrawn or altered for a period of **Forty-Five (45)** calendar days after the last date scheduled for the submission of bids.
- 4. By signing this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, collusion, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned Bidder agrees that, when these requirements have been completed, it will execute an agreement with the Owner on the **Standard Form of Agreement Between Owner & Contractor, AIA Document A132, 2009 Edition, as modified** and exhibited in the Project Manual without modification.

**PLEASE NOTE: THIS PROJECT IS A PUBLIC PROJECT GOVERNED BY COMPETITIVE BIDDING REQUIREMENTS. THIS BID FORM CANNOT BE MODIFIED, QUALIFIED OR DEVIDATED FROM. TO DO SO COULD RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_

Notary Public: \_\_\_\_\_  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Attachments: \*Bidders Bid Package Scope(s) of Work  
\*Bid Security**





SECTION 00 41 26  
COMBINATION BID FORM

**PLEASE NOTE: THIS PROJECT IS A PUBLIC PROJECT GOVERNED BY COMPETITIVE BIDDING REQUIREMENTS. ANY MODIFICATION, CLARIFICATION OR DEVIATION FROM THIS BID FORM WILL CAUSE THE BID TO BE REJECTED AS NONRESPONSIVE.**

Owner: Kansas City Kansas Public Schools

Project: Maintenance Offices Exterior Circulation Repair

Construction Manager: J. E. Dunn Construction Company Attn: Sean Mitchell

Name of Bidder: \_\_\_\_\_

Bid Package No.: \_\_\_\_\_ Bid Package Title: \_\_\_\_\_

Bid Package No.: \_\_\_\_\_ Bid Package Title: \_\_\_\_\_

Bid Package No.: \_\_\_\_\_ Bid Package Title: \_\_\_\_\_

Bid Package No.: \_\_\_\_\_ Bid Package Title: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Phone of Bidder: \_\_\_\_\_

**Bid Proposal Amounts:**

The undersigned, having examined the Bidding Documents and the site of the proposed Work and being familiar with all the conditions affecting the construction of the proposed project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision and other items necessary to perform and complete, in a workmanlike manner, all Work required by the Contract Documents for the Bid Package Scope(s) of Work identified, at the prices stated below. Stated sums include all profit, overhead, fees, insurance, payroll taxes, payment and performance bonds, and all other charges applicable to materials, equipment, labor and all charges that may levied. This bid excludes sales tax.

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

**Addenda:**

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addendum (number and date):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**Base Bid:**

\_\_\_\_\_ (\$ \_\_\_\_\_).

**Unit Price:**

Unit Price No. 1: Pedestrian Traffic Coating \_\_\_\_\_ \$ \_\_\_\_\_ Add

Unit Price No. 2: Removal and Replacement of Elevated Concrete Slab/Deck \_\_\_\_\_ \$ \_\_\_\_\_ Add

Unit Price No. 3: Miscellaneous Concrete Patching \_\_\_\_\_ \$ \_\_\_\_\_ Add

**Alternates:**

Alternate No. 1: Additional Pedestrian Traffic Coating \_\_\_\_\_ \$ \_\_\_\_\_ Add

Alternate No. 2: Guardrails \_\_\_\_\_ \$ \_\_\_\_\_ Add

Alternate No. 3: Concrete Stairs on Grade \_\_\_\_\_ \$ \_\_\_\_\_ Add



**Changes in the Work:**

Changes in the Work shall be as established in accordance with the Contract Documents. The fee limits stated in the Contract Documents shall be used for lump sum and actual cost pricing of additions and deletions to that Work included in the Bid.

**Time of Commencement, Completion and Damages:**

1. The Bidder agrees that if awarded the Contract, it will have its Work ready for either the follow-on Contractor’s work or the Final Inspection and Owner’s acceptance in accordance with the schedule developed by the Construction Manager. The Bidder agrees to commence work under the Contract **within seven (7) calendar days** after the date of a “Notice to Proceed”, unless otherwise stipulated in that notice.
2. Time is expressly declared to be of the essence in completion of the Work covered by this Bid and the Bidder shall be liable for actual damages for delays in completion of Work.

**General Agreements:**

1. The Bidder agrees that it has had an opportunity to examine the site of the Work and has examined the Contract Documents, and that it has carefully prepared its proposal upon the basis thereof and that it has carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder’s computations upon which this Bid is based and the Bidder agrees that it will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of the Bid.
2. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all bids.
3. The Bidder agrees that this Bid shall not be withdrawn or altered for a period of **Forty-Five (45)** calendar days after the last date scheduled for the submission of bids.
4. By signing this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, collusion, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned Bidder agrees that, when these requirements have been completed, it will execute an agreement with the Owner on the **Standard Form of Agreement Between Owner & Contractor, AIA Document A132, 2009 Edition, as modified** and exhibited in the Project Manual without modification.

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DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Notary Public: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**Attachments:**      \*Bidders Bid Package Scope(s) of Work  
                             \*Bid Security



*Kansas City Kansas Public Schools Maintenance Offices Exterior Circulation Repair*

**SECTION 00 43 13  
BID BOND FORM**

**AIA Document A310**

## ***Bid Bond***

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT: \$****PROJECT:**

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

-

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

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

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

**ADDITIONS AND DELETIONS:**

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

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

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

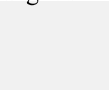
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User Notes:

(1701410645)

Signed and sealed this    day of    ,



\_\_\_\_\_

*(Witness)*

\_\_\_\_\_

*(Witness)*

\_\_\_\_\_

*(Contractor as Principal)*

*(Seal)*

\_\_\_\_\_

*(Title)*

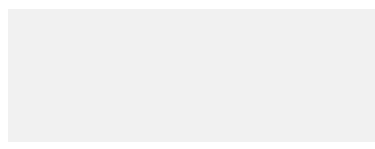
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*(Surety)*

*(Seal)*

\_\_\_\_\_

*(Title)*



Init.

/

User Notes:

(1701410645)



*Kansas City Kansas Public Schools Maintenance Offices Exterior Circulation Repair*

**SECTION 00 52 00  
CONTRACT BETWEEN OWNER AND CONTRACTOR**

**[AIA A132]**



# AIA<sup>®</sup> Document A132<sup>™</sup> – 2009

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand  
*(In words, indicate day, month and year.)*

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

Kansas City, Kansas Public Schools USD 500  
2010 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

and the Contractor:  
*(Name, address and other information)*

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

KCKPS Maintenance Office Exterior Circulation Repairs  
2220 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

The Construction Manager:  
*(Name, address and other information)*

J.E. Dunn Construction Company  
1001 Locust  
Kansas City, Missouri 64106

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

Hollis & Miller Architects, Inc.  
1828 Walnut Street, Suite 922  
Kansas City, Missouri 64108

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

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

*(Paragraph Deleted)*

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the following Work described in the Contract Documents, including all labor, materials, equipment, services, supervision, and all other items required to complete such Work:

Bid Package No. \_\_\_\_\_ = \_\_\_\_\_ set forth in Exhibit A.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** Work shall begin upon receipt by Contractor of a Notice to Proceed and Contractor's Work shall proceed and be substantially and finally complete in accordance with the *Project construction schedule. Time is of the essence.*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:



§ 3.2 The Contract Time shall be measured from the date of commencement, which shall be the date Contractor receives a Notice to Proceed from the Owner.

§ 3.3 If the Contractor delays the work of other contractors or *delays the completion of the Project, Contractor shall be liable to the Owner and the other contractors for damages caused by the delay, including, but not limited to, costs of disruption, acceleration or extension of work, additional Construction Management, Architectural, and Engineering fees, the cost of temporary facilities, and Owner's reasonable attorneys' fees.*

**Portion of the Work**

**Substantial Completion Date**

*(Paragraphs Deleted)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract

*(Paragraph Deleted)*

Stipulated Sum, in accordance with Section 4.2 below.

*(Paragraphs Deleted)*

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Stipulated Sum shall be (\$ \_\_\_\_\_), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the alternates, if any, which are described in the Contract Documents and listed in Exhibit A.

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.2.3 Unit prices, if any, are listed in Exhibit A.

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

Init.

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.2.4 Allowances included in the Stipulated Sum, if any, are listed in Exhibit A.  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Allowance

(Paragraphs Deleted)

(Table Deleted)

Init.

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User Notes:

(3B9ADA3B)

| (Paragraphs Deleted)

| (Table Deleted)

| (Paragraphs Deleted)

| (Table Deleted)

| (Paragraph Deleted)

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the

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Construction Manager after the application date fixed above, payment shall be made by the Owner in the next payment cycle.

*(Paragraph Deleted)*

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Each application for payment shall be submitted on AIA forms G732 (Application and Certificate for Payment, CMA Edition) and G703 (Continuation Sheet).

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

**§ 5.1.4.3** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Completed Work may include materials and equipment suitably stored, if approved by Owner. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 (not used);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

**§ 5.1.4.4** The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less one hundred fifty percent (150%) of the value of incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

*(Paragraphs Deleted)*

**§ 5.1.5** (not used)

Init.



| *(Paragraphs Deleted)*

| **§ 5.1.6**

| *(Paragraphs Deleted)*

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

**§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 (not used); and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A232–2009.
- Litigation in a court of competent jurisdiction.
- Other: *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1 Where the Contract Sum is a Stipulated Sum**

**§ 7.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

Init.

(Paragraphs Deleted)

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

%

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Kansas City, Kansas Public Schools USD 500  
2010 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

§ 8.4 The Contractor's representative:

*(Name, address and other information)*

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

### § 8.6 Other Provisions

§ 8.6.1 Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute (collectively "Labor Dispute") in connection with the work of the other contractors, subcontractors, Owner or any party other than Contractor, the Contractor will continue to perform the Work without interruption or delay, contingent upon Owner providing a picket free entrance. In the case of a Labor Dispute directed at Contractor, Contractor shall determine its own course of action to ensure continued performance of the Work. In the event Contractor delays or interrupts performance of the Work because of a Labor Dispute, Owner may terminate this Contract after giving forty-eight (48) hours written notice of an intent to do so, or Owner may invoke any of the rights set forth elsewhere in the Contract Documents.

§ 8.6.2 The Contractor shall insure that each worker on the site of the Work is paid the then current prevailing wage, as determined by the State in which the Project is located, if applicable.

§ 8.6.3 The Contractor agrees to abide by all applicable government requirements, including Equal Employment Opportunity, the Clean Air Act, the Federal Water Pollution Control Act, and such other federal, state, or local laws

Init.

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applicable to this Project and to furnish any certification required by any federal, state or local governmental agency.

**§ 8.6.4** Contractor shall provide insurance for its tools and equipment at its own cost in accordance with Exhibit D and shall waive all rights against Owner, Construction Manager, Architect and other contractors for damages or losses to such tools and equipment, however caused.

**§ 8.6.5** Contractor and all its subcontractors, of any tier, agrees to comply with the provisions of any applicable local, state, or federal ordinance, regulation, statute, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

**§ 8.6.6** The risk of loss for materials and equipment provided under this Contract, whether in a deliverable state or otherwise, shall remain with the Contractor until delivered to the job site and incorporated into the Work. Any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Contractor, notwithstanding the manner in which the material or equipment is shipped or who pays the freight or other transportation costs. Unless otherwise provided, all materials shipped to the job site in performance of this Contract shall be shipped F.O.B. jobsite.

**§ 8.6.7** Owner is an Equal Employment Opportunity employer. As such, the requirements of 41 CFR 60-1.4(b) are herein incorporated by reference, if applicable.

**§ 8.6.8 Anti-Discrimination Clause.** Contractor and all its subcontractors, of any tier, agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 **et seq.**), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 **et seq.**), and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 **et seq.**) (ADA), and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Owner or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Owner or the Kansas Department of Administration.

**§ 8.6.9 Criminal Background Checks.** Contractor agrees to perform and to cause all subcontractors and sub-subcontractors to perform criminal background checks on all individuals employed to perform work on a school site. Contractor and subcontractors shall not permit an individual with a conviction for a sexual offense, a crime against a person, or a felony drug offense to work on a school site. Contractor agrees to provide certification to Owner and Construction Manager that it has complied with the provisions contained in Section 8.6.9 in such form as Owner may require. Contractor and all subcontractor criminal background checks shall be completed prior to permitting any employee of Contractor or subcontractor, of any tier, employees to work on any school site.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are listed in Exhibit B.

**§ 9.1.1** The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified.

**§ 9.1.2** The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified and attached as Exhibit C.

**§ 9.1.3** The Supplementary and other Conditions of the Contract: See Exhibit B.



| (Table Deleted)

§ 9.1.4 The Specifications:

| (Paragraph Deleted)

| See Exhibit B.

| (Table Deleted)

§ 9.1.5 The Drawings:

| (Paragraph Deleted)

| See Exhibit B.

| (Table Deleted)

§ 9.1.6 The Addenda, if any:

| See Exhibit B.

| (Table Deleted)

| Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in Exhibit B.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

| See Exhibit B.

| List of Exhibits:

- Exhibit A – Contract Sum & Scope of Work
- Exhibit B – Contract Documents
- Exhibit C – AIA Document A232 General Conditions of the Contract for Construction, 2009 edition, as modified
- Exhibit D – Contractor Insurance Requirements
- Exhibit E – Tax Exemption Letter and/or Certificate

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds in accordance with Exhibit D, the General Conditions, and other Contract Documents.

*(Table Deleted)*

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

KANSAS CITY, KANSAS PUBLIC SCHOOLS  
USD 500

\_\_\_\_\_  
*OWNER(Signature)*

\_\_\_\_\_  
*CONTRACTOR(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

User Notes:

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*Kansas City Kansas Public Schools Maintenance Offices Exterior Circulation Repair*



**SECTION 00 61 13**  
**PERFORMANCE AND LABOR & MATERIAL PAYMENT BOND**

**AIA Document A311/CM**

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document **A311/CM**

CONSTRUCTION MANAGEMENT EDITION

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ \_\_\_\_\_ ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 19 \_\_\_\_\_, entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of one (1) year from the Date of Substantial Completion of the Project, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

, 19

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

(Seal)

\_\_\_\_\_  
(Title)

**MODIFICATION TO  
PERFORMANCE BOND**

The Performance Bond, AIA Document A311/CM, 1980 Edition, shall be written for 100% of the Contract Sum and shall be modified to additionally require the prompt and faithful performance of any and all guarantees and warranties required by the Contract for a period of one (1) year after final payment for the Work is due. Such limitation as to the surety's obligation shall not reduce the obligation of the Contractor under or through the Contract.

MB-1

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document **A311/CM**

CONSTRUCTION MANAGEMENT EDITION

**Labor and Material Payment Bond**

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ \_\_\_\_\_),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 19\_\_\_\_, entered into a contract with Owner for  
(Here insert full name, address and description of project)

, 19\_\_\_\_, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials

were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract or after the expiration of one (1) year following the Date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

, 19

		(Principal)	(Seal)
(Witness)			
		(Title)	
		(Surety)	(Seal)
(Witness)			
		(Title)	





**SECTION 00 62 90  
TAX EXEMPTION**

In order that the Owner may take advantage of its tax exemption, the Contractor will be issued a Tax Exemption Letter and/or Exemption Certificate issued by the **Kansas** Department of Revenue which will be attached to its Prime Contract. The Contractor shall make copies of these documents and provide them to each vendor or supplier from whom the Contractor purchases tangible personal and labor services property tax exempt. The sales or compensating tax exemption number must be available to the vendor at the time the invoice is rendered or the exemption for sales or compensating tax cannot be claimed.

Upon completion of the Project, the Contractor shall furnish to the Owner a sworn statement, on a form to be provided by the director of taxation, that all purchases so made were entitled to exemption. All invoices shall be held by the Contractor for a period of five years and shall be subject to audit by the director of taxation.

The Contractor shall fully comply with all federal, state and local laws governing the use of such tax exemption. Failure to use the tax exemption properly can result in civil and criminal penalties. The Contractor shall assume full responsibility for proper use of the tax exemption and shall pay all costs of any legally assessed penalties for improper use of the same. The Contractor hereby agrees to defend and indemnify Construction Manager and Owner for any loss, damage, cost or penalty assessed against them arising from Contractor's improper implementation or use of the tax exemption granted to this Project.

## **EXHIBIT E**

### **OWNER'S TAX EXEMPTION**

#### **KANSAS TAX EXEMPT**

Materials purchased for incorporation in this Project are exempt from certain taxes pursuant to the Exemption letter issued by the State of Kansas for this Project, attached hereto, and applicable Kansas Statutes. The Owner has obtained from the state an exemption certificate for the Project involved, and the Contractor may purchase materials for incorporation in such Project. The Contractor shall furnish the number of such certificate to all suppliers from whom such purchases are made, and such suppliers shall execute invoices covering the same bearing the number of such certificate. Upon completion of the Project the Contractor shall furnish to the Owner a sworn statement, on a form to be provided by the director of taxation, that all purchases so made were entitled to exemption. All invoices shall be held by the Contractor for a period of five years and shall be subject to audit by the director of taxation. Failure to use the granted tax exemption properly can result in civil and criminal penalties. Contractor hereby agrees to indemnify Owner and Construction Manager for any loss, damage, cost or penalty assessed against them by the State of Kansas arising from Contractor's improper implementation of the tax exemption granted to this Project.



**SECTION 00 72 00  
GENERAL CONDITIONS OF THE CONTRACT**

**AIA General Conditions of the Contract A232**



# AIA® Document A232™ – 2009

## General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

### for the following PROJECT:

(Name, and location or address)

KCKPS Maintenance Office Exterior Circulation Repairs  
2220 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

### THE CONSTRUCTION MANAGER:

(Name and address)

J.E. Dunn Construction Company  
1001 Locust  
Kansas City, Missouri 64106

### THE OWNER:

(Name and address)

Kansas City, Kansas Public Schools USD 500  
2010 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

### THE ARCHITECT:

(Name and address)

Hollis & Miller Architects Inc.  
1828 Walnut Street, Suite 922  
Kansas City, Missouri 64108

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- 3 CONTRACTOR
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This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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. The Contract Documents include bidding requirements (invitation to bid, Instructions to Bidders, sample forms, Contractor's bid and portions of addenda relating to bidding requirements) to the extent that such bidding requirements do not conflict with the other Contract Documents (the other Contract Documents shall control in the event of a conflict).

**§ 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

**§ 1.1.4 The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

**§ 1.1.7** Not used.

**§ 1.1.8 Initial Decision Maker.** The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 Correlation and Intent of the Contract Documents

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

### § 1.5 Ownership and Use of Drawings, Specifications and Other Documents

§ 1.5.1 The Drawings, Specifications, and other documents prepared by the Architect shall be deemed property of the Owner. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in such documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Drawings, Specifications, and other documents prepared by the Architect provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on such documents. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use these documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

### § 1.6 Transmission of Data in Digital Form

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

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

### § 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

### § 2.3 Owner's Right to Stop the Work

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

### § 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

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

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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



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

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

#### § 3.4 Labor and Materials

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

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

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

#### § 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, 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 with 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 Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### § 3.6 Taxes

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

#### § 3.7 Permits, Fees, Notices, and Compliance with Laws

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines

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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, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

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

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

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

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

### **§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 Contractor's Construction Schedules**

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

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the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

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

**§ 3.10.3** The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

**§ 3.10.4** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, 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

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and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 Use of Site**

**§ 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 Construction Manager before using any portion of the site.

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the

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Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

### **§ 4.1 General**

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

**§ 4.1.2** The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

#### § 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager 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 of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

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**§ 4.2.8** The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them 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 Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

**§ 4.2.9** The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

**§ 4.2.10** 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

**§ 4.2.11** Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.12** The Construction Manager will prepare Change Orders and Construction Change Directives.

**§ 4.2.13** The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.14** Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.



§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager 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, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

### § 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or

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operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

## § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime 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's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors 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, other Multiple Prime 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 Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager 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.

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

#### § 7.2 Change Orders

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

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

#### § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager 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.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager 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 Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

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- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

**§ 7.4 Minor Changes in the Work**

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

**ARTICLE 8 TIME**

**§ 8.1 Definitions**

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

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

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

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

**§ 8.2 Progress and Completion**

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

**§ 8.3 Delays and Extensions of Time**

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or

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an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

### **§ 9.2 Schedule of Values**

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

### **§ 9.3 Applications for Payment**

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

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

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

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

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

Contractor shall provide partial lien waivers from itself and its subcontractors and suppliers with each application for payment. At the time of final payment, Contractor shall execute a final lien waiver and release of claims for all Work performed and materials furnished under this Contract. All lien waivers and releases shall be in the form provided in the Contract Documents.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

**§ 9.4.2** Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

**§ 9.4.3** Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

**§ 9.4.4** The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

**§ 9.4.5** The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 9.4.6** The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.

**§ 9.4.7** The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques,

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sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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

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

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and Architect.

§ 9.6.2 Progress payments and Final payment by Owner to Contractor may be made by wire transfer to Contractor's account. Contractor's wire transfer routing and account number will be sent via an encrypted email to Owner's Designated Representative. Any change to these payment instructions can only be made by a fully executed Change Order. Payments to other than the specified account or failure to comply with the terms of this Agreement does not relieve Owner from its liability to Contractor for all amounts due in accordance with the Agreement. The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager 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 Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

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

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the

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list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If

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such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

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

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor's Program shall conform, at a minimum, to the Safety Program included by the Owner in the Contract Documents. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .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; and
- .4 construction or operations by the Owner or other Contractors.

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

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

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

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**§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager and Architect.

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

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials**

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

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

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

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be

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responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Liability Insurance**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

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

§ 11.2 Not used.  
(Paragraph Deleted)

### § 11.3 Property Insurance

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

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

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

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles in the event of a loss covered by such policy.

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

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

§ 11.3.2 Not used.

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

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#### § 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish performance and payment bonds and any other bonds required by law or the Contract Documents. Bonds shall be written for an amount equal to 100% of the Contract Sum, on the forms, if any, set forth in the Contract Documents, and by a surety acceptable to Owner.

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

#### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

##### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

##### § 12.2 Correction of Work

###### § 12.2.1 Before or After Substantial Completion

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

###### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the

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Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Written Notice**

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

### **§ 13.4 Rights and Remedies**

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

**§ 13.4.2** No action or failure to act by the Owner, Construction Manager, 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 in writing.

### **§ 13.5 Tests and Inspections**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager 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.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

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

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

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

#### § 13.6 Interest

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

#### § 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or 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, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

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

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- .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 this Contract.

**§ 14.4 Termination by the Owner for Convenience**

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 15.1.2 Notice of Claims.** Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

**§ 15.1.5 Claims for Additional Time**

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

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

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager 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.

§ 15.2.6.1 Not used.

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

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

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

### § 15.4 Arbitration

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

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

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

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

### § 15.4.4 Consolidation or Joinder

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

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

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

Init.



**SECTION 00 73 00  
SUPPLEMENTARY CONDITIONS**



*Kansas City Kansas Public Schools Maintenance Offices Exterior Circulation Repair*

**SECTION 00 73 19  
CONSTRUCTION MANAGEMENT SAFETY POLICY**

**LINK TO JE DUNN CONSTRUCTION SAFETY MANUAL:** [https://sms.jedunn.com/safety\\_program](https://sms.jedunn.com/safety_program)





**SECTION 00 73 36  
EQUAL OPPORTUNITY**

1. During the performance of the Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee because of race, religion, color, sex or national origin and will abide by the provisions of the Age Discrimination in Employment Act of 1967, as amended. The Contractor will take affirmative action to ensure that applicants are employed and that applicants are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices of these non-discrimination provisions.
- (b) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's equal employment opportunity commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) In the event of the Contractor's non-compliance with the Equal Employment Opportunity conditions of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended, in whole or in part, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor or otherwise provided by law.
- (e) The Contractor will include all clauses (a) through (d) inclusive in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
- (f) Exemptions to the above Equal Employment Opportunity conditions are contracts and subcontracts not exceeding Ten Thousand Dollars (\$10,000).

2. Contractor may be required under Section 60-1.40, Title 41, C.F.R. to develop a written Affirmative Action Compliance Program if Contractor has fifty (50) or more employees. If



*Kansas City Kansas Public Schools Maintenance Offices Exterior Circulation Repair*

Contractor is so required, it agrees to do so no later than one hundred twenty (120) days after the effective date of the Contract and to maintain such program until such time as it is no longer required by law or regulations.

3. Contractor shall be bound by and agrees to the provisions of the Vietnam Era Veteran's Readjustment Act of 1974 and all regulations, rules, and orders promulgated thereunder.
4. Contractor shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973 and all regulations, rules and orders promulgated thereunder.

**DOCUMENT 008400 – ATTACHMENTS**

1.1 APPLICABLE DOCUMENTS

- A. The State of Kansas “Statutory Bond Form” is bound hereinafter for duplication and use.
  - 1. Bond shall be fully executed, filed, and stamped with the Clerk of the District Court having jurisdiction where the project is located.

**END OF DOCUMENT 008400**

**CONTRACTOR'S PUBLIC WORKS BOND TO THE STATE**  
(Pursuant to K.S.A. 60-1111 as amended)

WITNESSETH: That we \_\_\_\_\_  
\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
\_\_\_\_\_  
as Surety, are hereby jointly and severally held and firmly bound unto the STATE OF KANSAS in the sum of \_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ), lawful money of the United States of America for  
the use and benefit of all persons entitled thereto and for the payment of which we hereby bind ourselves, our successors,  
assigns, heirs, executors and administrators.

THE CONDITION OF THE OBLIGATION IS SUCH, THAT

WHEREAS, the Principal has entered into an Agreement with \_\_\_\_\_  
dated \_\_\_\_\_ for  
improvements described as \_\_\_\_\_ (the "Work")  
according to the Contract Documents which are incorporated herein by reference.

NOW, THEREFORE, if the Principal and its Subcontractors shall pay all indebtedness incurred for labor furnished, materials,  
equipment or supplies used or consumed in connection with the Work including gasoline, lubricating oils, fuel oils, grease, coal  
and similar items used or consumed directly in furtherance of the Work, then this obligation is to be null and void; otherwise it  
shall remain in full force and effect.

The Surety covenants and agrees that no change, extension of time, alteration or addition to the Contract Documents or to the  
Work shall in any way reduce, nullify or affect the Surety's obligations on this bond; and the Surety hereby waives notice on any  
such change, extension of time, alteration or addition to said Contract Documents or Work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

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## SECTION 01 11 00 SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  1. Project information.
  2. Access to site.
  3. Work restrictions.
  4. Project start-up.
  5. Phased construction.
  6. Work by Owner or under separate contracts.
  7. Coordination with occupants.
  8. Owner furnished products.

#### 1.3 PROJECT INFORMATION

- A. Electronic Project Correspondence: A Project Web site administered by the Construction Manager will be used for purposes of managing communication and documents during the construction stage.

#### 1.4 ACCESS TO SITE

- A. General: Access as indicated on the site access plan included in this section and as indicated by requirements of this section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in with the Work is indicated.
  1. Limits: Confine construction operations to *the site as indicated on the Site Logistics Plan*.
  2. Driveways, Walkways and Entrances: Keep driveways , loading areas, entrance sidewalk access, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize use of driveways and entrances by construction operations. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Buildings: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damaged caused by Contractor's construction operations.

#### 1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business hours, except as otherwise indicated.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others without proper notice and written permission and then only after providing temporary utility services according to requirements indicated.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
- E. Tobacco Usage: Tobacco Usage (or other controlled substances) is not permitted on the project site.
- F. Owner's Requirements: Comply with all Owner requirements for Contractor policies, rules, and regulations.

## 1.6 PROJECT START-UP

- A. Contractor Approval: The Contract between the Owner and the Contractor must be approved and executed by all parties involved before the Contractor can move on site or start its Work.
- B. Insurance Certificate: **Each Contractor will be required to provide evidence of insurance before moving on site or starting its works. Two Certificates of Insurance are to be submitted to the Construction Manager, within seven (7) calendar days of the Notice of Award.**
- C. Performance and Payment Bond:
  - 1. Each Contractor will be required to submit the Performance and Payment Bonds to the Construction Manager as provided in Division 00.
  - 2. These bonds must be issued by a surety company that is acceptable to the Owner as provided in Division 00.
  - 3. The bonds must be issued on the form identified and included in Division 00.
- D. Scheduled Start Date: Following the bid evaluation, each Successful Bidder will be issued a Notice of Award. Within seven (7) calendar days of the Notice of Award, the Contractor is required to furnish a Certificate of Insurance and Performance and Payment Bonds, as stated above. Upon receipt of this information and approval by the Owner, a Notice to Proceed will be issued by the Owner or Construction Manager. Prior to beginning work or moving on the Project site, Contractor needs to furnish all required information to Construction Manager, including; proposed schedule and list of subcontractors. Contractor's work must begin within seven (7) business days of the Notice to Proceed.
- E. Early Project Submittals: Each Contractor will furnish to the Construction Manager with the following information pertaining to Contractor's Work within ten (10) business days of the Notice to Proceed. **Note that no payment application will be accepted until all information is received.**
  - 1. An installation schedule which combines both manpower and time requirements including:
    - a. Total man-days required to perform the major items of work broken down into meaningful detail as required for scheduling by Construction Manager.
    - b. Estimated weeks required to complete the work in each of the Contractor's major areas of Work. Include crew sizes.
  - 2. A fabrication schedule detailing the fabrication sequence and time required for fabrication and delivery of major materials and equipment.
  - 3. A submittal schedule of shop drawings and product submissions showing time for approval and fabrication.
  - 4. A listing of Contractor's subcontractors and suppliers and their Scope(s) of Work.
- F. Permits: The General building permit will be obtained by the Construction Manager. All other permits including mechanical, electrical and utility will be the responsibility of the Contractor(s). Each Contractor will be responsible for obtaining an occupational license from the appropriate governmental

entity, if required. Each Contractor will be responsible to call for all necessary inspections as may be required by the governing agency, including the Health Department.

### 1.7 PHASED CONSTRUCTION

- A. The Work shall be conducted in phases as indicated in the milestone schedule in Section 00 31 13 Milestone Schedule of Construction.

### 1.8 WORK BY OWNER OR UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. The Owner will perform or has separate Contracts for the following preceding, concurrent or subsequent work at the site. Completion of this work will depend on successful completion of preparatory work under this Contract.
  - 1. N/A

### 1.9 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify the Construction Manager no less than 24 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

### 1.10 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, installing, providing support systems to receive Owner's equipment and making plumbing, mechanical, and electrical connections as described in the matrix attached in Exhibit A.
  - 1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
  - 2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
  - 3. After delivery, Contractor's representative will be responsible to inspect delivered items for damage. If Owner-furnished items are damaged, defective, or missing at the time of inspection, Owner will arrange for replacement.
  - 4. Proof of delivery shall be required for all Owner purchased supplies, materials and/or equipment.
  - 5. Contractor shall review Shop Drawings, Product Data, and Samples and return them to Architect noting discrepancies or anticipated problems in use of product.
  - 6. Contractor is responsible for receiving, unloading, transferring, storing, protecting (including from weather) and handling Owner-furnished items at Project site [as described in the attached matrix in Exhibit A].



7. Contractor shall carefully examine all materials and equipment purchased by the Owner. The Contractor shall be responsible for subsequent damage or loss until installation is completed and accepted by the Owner, Construction Manager and Architect. Should the Contractor fail to report any visible signs of damage, then it will be understood the damage occurred while the materials and equipment were in care, custody and control of the Contractor.
8. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
9. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
10. Contractor shall install and otherwise incorporate and coordinate Owner-furnished items into the Work.
11. The Construction Manager will require the following for all Owner purchased supplies, materials and/or equipment stored off site.
  - a. Proof of delivery to site stored.
  - b. Segregated storage areas and identified materials.
  - c. Insured facilities (i.e., bonded warehouse).
  - d. Signed bailment receipt.

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

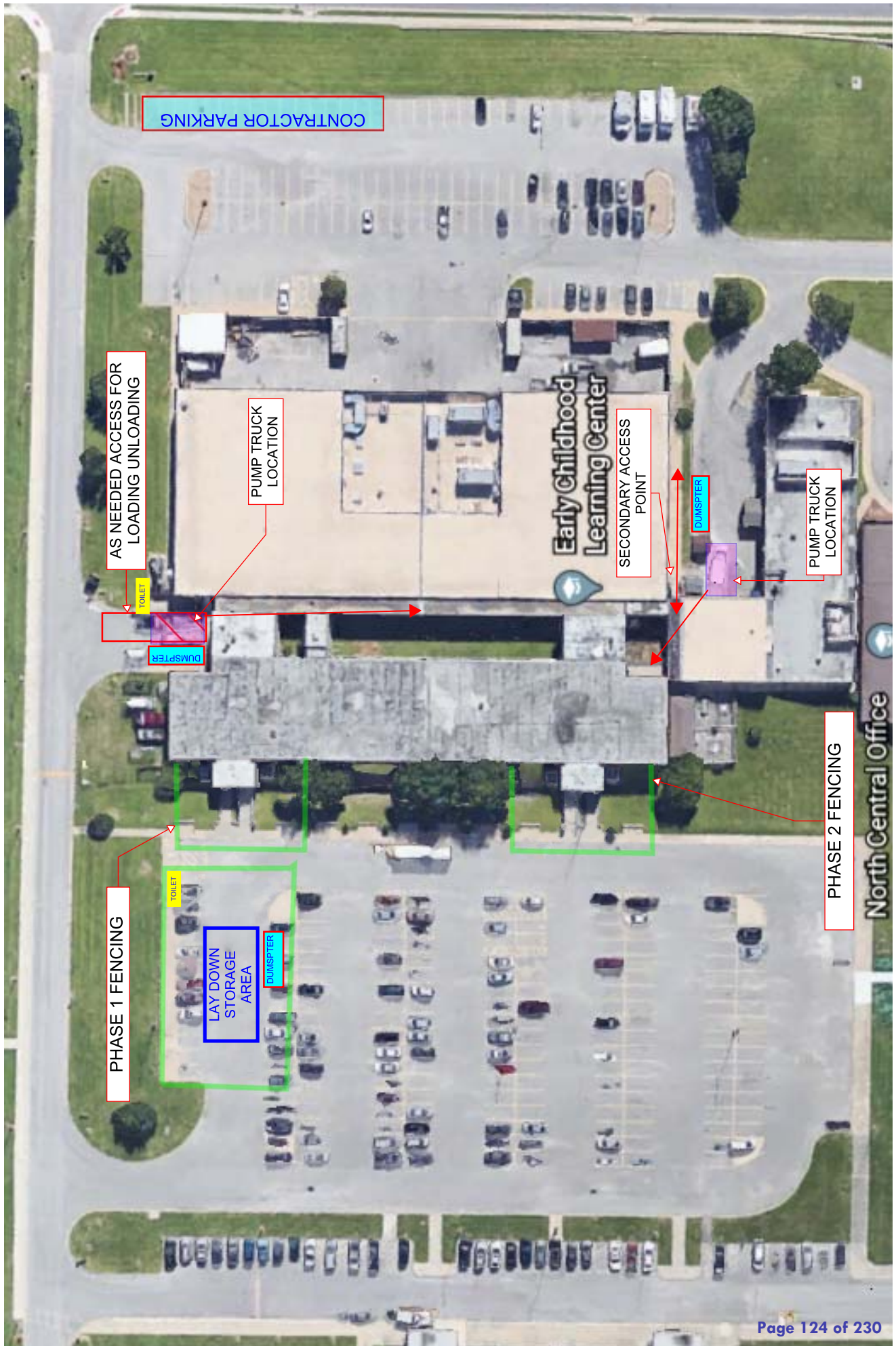
**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 11 00





**SECTION 01 11 00**  
**SITE ACCESS PLAN**



CONTRACTOR PARKING

AS NEEDED ACCESS FOR LOADING UNLOADING

PUMP TRUCK LOCATION

SECONDARY ACCESS POINT

PUMP TRUCK LOCATION

TOILET

DUMPSTER

DUMPSTER

PHASE 1 FENCING

TOILET

LAY DOWN STORAGE AREA

DUMPSTER

PHASE 2 FENCING

North Central Office

## SECTION 01 21 00 ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.
- C. Related Sections:
  - 1. Division 01 Section “Unit Prices” for procedures for using unit prices.
  - 2. Division 02 through 49 Sections for items of work covered by allowances.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the Architect or Construction Manager of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect’s or Construction Manager’s request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the work.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

## 1.6 LUMP-SUM, UNIT-COST AND QUANTITY ALLOWANCES

- A. Allowance shall include the cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowances and shall include applicable taxes, freight, and deliver to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowances shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect or Construction Manger for Owner's purposes and only by written directives that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, applicable taxes, insurance, equipment rental, and similar costs.
- C. Written directives authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins as defined in the Construction Documents.

## 1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by the final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-costs allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance as provided in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or its subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

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

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

**3.2 SCHEDULE OF ALLOWANCES**

- A. See Scopes of Work.

END OF SECTION 01 21 00

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

#### 1.2 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes (other than sales and use tax), overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. General: Refer to Individual Bid Package – Scopes of Work for additional Unit Prices.
- B. Unit Price 1: Pedestrian Traffic Coating.
  - 1. Description: Provide all necessary surface preparation and pedestrian traffic coating, according to Section 071800. Unit price applies to additional pedestrian traffic coating requested by Owner.
  - 2. Unit of Measurement: Square foot, based on concurrence from Architect/Engineer.
- C. Unit Price 2: Removal and Replacement of Elevated Concrete Slab/Deck.
  - 1. Description: Removal and subsequent replacement of deteriorated elevated concrete slab/deck as identified by Project Engineer.
  - 2. Unit of Measurement: Square foot, based on Project Engineer's verification of areas to be replaced.
- D. Unit Price 3: Miscellaneous Concrete Patching.
  - 1. Description: Removal of loose concrete material, preparation and priming of exposed steel reinforcing and subsequent patching of concrete surface. Contractor to identify areas recommended for patching/repair. Engineer will verify.
  - 2. Unit of Measurement: Square foot, based on Project Engineer's verification of areas to be replaced.

### END OF SECTION 012200



## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Pedestrian Traffic Coating.
  - 1. ADD Alternate: Alternate includes all labor, materials, equipment and appurtenances necessary to furnish and install the pedestrian traffic coating where indicated and as specified in Section 071800.
  - 2. Base Bid: Provide pedestrian traffic coating as set forth in the Contract Documents.
- B. Alternate No. 2: Guardrails.
  - 1. ADD Alternate: Alternate includes all labor, materials, equipment and appurtenances necessary to furnish and install the guardrails where indicated and as specified in Section 055213.
  - 2. Base Bid: Omit guardrails indicated as Alternate 2 as set forth in the Contract Documents.
- C. Alternate No.: Stairs.
  - 1. ADD Alternate: Alternate includes all labor, materials, equipment and appurtenances necessary to remove existing on-grade stairs and 2 feet length of existing sidewalk at top and bottom of each stair, then subsequent furnishing and installation of the stairs indicated as Alternate 3 and as specified in Section 033000.
  - 2. Base Bid: Omit stairs indicated as Alternate 3 as set forth in the Contract Documents.

### END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for "Substitutions for Convenience" and "Substitutions for Cause".
- B. Related Requirements:
  - 1. Section 012300 "Alternates" for products selected under an alternate.
  - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 3. Divisions 02 through 07 Sections for specific requirements and limitations for substitutions.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms. Substitutions for Cause, if any, shall be submitted after award of the contract as set forth hereinafter.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner. Substitutions for Convenience shall be submitted prior to bidding as set forth hereinafter.
- B. Comparable Products: Naming of specified items on the Drawings and in the specifications, means that such named items are specifically required by the Architect and/or Owner. When the words "or comparable product" follows such named item(s), a substitution request must be submitted when proposing a product other than the named product. Requests for substitutions must be received by the Architect within the time frame set hereinafter.
- C. The following are not considered substitutions:
  - 1. Revisions to Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products, materials and construction methods included in the Contract Documents.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit at least one (1) paper copy or an electronic pdf copy of each request for consideration to the Architect. Clearly identify proposed product and all related options or fabrication or installation method to be replaced. Include Specification Section number and title, in addition to applicable Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A or facsimile of form provided at the end of this Section.
    - a. Accompanying each Substitution Request shall be a fully executed copy of the Substitution Request Form.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. A written and detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested of proposed substitution and of specified product shall be submitted for comparison and review by Architect.
    - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Review Process: Submittal requests for proposed substitutions will be processed using the following procedures:
- a. Submittals will be "Received Dated" immediately upon arrival.
  - b. Submittals will be placed by receiving person in a file designated for that purpose.
  - c. Submittals will not be reviewed for completeness or compliance until after the date and time established for closing of receipt of substitution request submittals.
  - d. Submittals will be reviewed by a member of the Architect's staff (or respective consultant). Reviewer(s) will not be designated until after closing period established for receipt of submittal of substitutions.
  - e. Reviewer's General Attitude will be:
    - 1) Burden of Proof is on Proposer.
    - 2) Reviewer should not be required to complete the submittal, that is, select from options or between models and lines of products.
    - 3) Reviewer should not be required to conduct an exhaustive review of the submittal. Submittals of manufacturer's catalogs which do not clearly indicate proposed product and proposed product options will be rejected.
    - 4) Reviewer should not be required to seek information from manufacturer's literature on file in the office, from an improperly submitted electronic submittal or information in other locations.
    - 5) Substitute must be "comparable to" or superior in those features and performance which the Project requires and those which the specified product will provide.
    - 6) Review is complete when, in the reviewer's opinion, significant deficiency(ies) are established. In such case, review of data covering other points of specifications is not required.
  - f. Reviewer will note action taken (No Exception taken to Submitted Manufacturer, No Exception taken to Specific Product, Exceptions Noted, Not Accepted or Received Late), the date, and his/her initials.
  - g. All submittals received after closing time will be "Received Dated", marked "Late", initialed by reviewer, and filed without review.
  - h. Submittals will be filed in Architect's office until completion of the Project.
4. Architect's Action:
- a. Architect will review requests for "Substitutions for Convenience" only once, no additional information may be submitted. Architect may request additional information as necessary for review of "Substitutions for Cause."
  - b. Architect will note action taken.
  - c. Architect is not obligated nor required to review any and all substitution requests.
  - d. Architect is not obligated to inform proposers of substitutions of incomplete and non-accepted requests for substitution.
  - e. Acceptance of Substitutions:
    - 1) Acceptance of Substitutions for Convenience: Accepted substitutions will be set forth in an Addendum and in no other manner.
      - a) Use product specified if Architect does not issue a decision on use of a proposed substitution.
    - 2) Acceptance of Substitutions for Cause: Architect will review proposed substitution within 15 business days of receipt of request. If necessary, Architect will request additional information or documentation for evaluation within seven (7) business days of receipt of a request for Substitution for Cause." Only acceptable substitutions will receive notification of status.

Substitutions shall be considered unacceptable unless a form of acceptance is received by the Proposer.

- a) Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
- b) Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 ELECTRONIC SUBMITTAL OF SUBSTITUTIONS

- A. Substitution Request submittals will be accepted for review when submitted electronically under the following conditions. Substitution requests which are not submitted in accordance with the criteria listed below may be rejected at the Architect's discretion.
  1. Accompanying each submittal shall be a fully executed copy of the Substitution Request Form.
  2. Submittals sent to the Architect, shall be sent to architect named on the Project Team Directory, refer to Section 000101. Submittals directed to the attention of anyone other than the person named above will not be considered.
  3. Submittals of Substitutions for Cause must be received within the time limits set forth in Paragraph 2.1 A of this Section.
  4. Submittals of Substitutions for Convenience must be received prior to bidding and within the time limits set forth in Paragraph 2.1 B of this Section.
  5. Documentation requirements as set forth in 1.3 A.2a through 1.3 A.2m are applicable to electronic submittals.
    - a. Note: Electronic submittals in which the manufacturer's entire catalog is submitted will be rejected.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions at no additional cost to the Owner.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 30 days prior to time required for preparation and review of related submittals.
  1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Request is directly related to a "or comparable product" clause or similar language in the Contract Documents.
    - c. Specified product or method of construction cannot be provided within the Contract Time.
    - d. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
    - e. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution will provide the specified warranty.
    - f. Substitution request is fully documented and properly submitted.
    - g. Requested substitution will not adversely affect Contractor's construction schedule.
    - h. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - i. Requested substitution is compatible with other portions of the Work.
    - j. Requested substitution has been coordinated with other portions of the Work.
    - k. Requested substitution provides specified warranty.

- I. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- ~~B-~~ Substitutions for Convenience: Architect will consider requests for substitution only when submitted prior to bidding, and no later than 4:00 p.m. (local time) eight calendar days prior to date established for receipt of bids. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptance or validate request for substitution, nor does it constitute approval.
- D. Under no circumstances does the Architect's and/or Owner's acceptance of any such substitution relieve the Contractor from timely, full and proper performance of the Work.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500**

# SUBSTITUTION REQUEST FORM

**MAIL TO:** Hollis + Miller Architects  
1828 Walnut St., Suite 922  
Kansas City, MO. 64108

**PROJECT:** Kansas City Kansas Public Schools  
Maintenance Office Ext. Circulation Repair  
Project No. 18002

**SPECIFIED ITEM:** \_\_\_\_\_

**PROPOSED SUBSTITUTE:** \_\_\_\_\_

**SUBMITTED BY:**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**Attach complete description, designation, catalog or model number, Spec Data Sheet and other Technical Data and samples, including Laboratory Tests if Applicable.**

*Fill in blanks below:*

1. Will substitution affect dimension indicated on drawings? \_\_\_\_\_  
\_\_\_\_\_
2. Will substitution affect wiring, piping, ductwork, etc., indicated on drawings? \_\_\_\_\_  
\_\_\_\_\_
3. What effect will substitution have on other trades? \_\_\_\_\_  
\_\_\_\_\_
4. Differences between proposed substitution and specified item? \_\_\_\_\_  
\_\_\_\_\_
5. Any and all impacts on costs, design modifications, additional architectural and engineering services, material and labor changes, schedule changes, and other unanticipated consequences, resulting from this substitution in lieu of the specified item, shall be the full responsibility of the contractor and his subcontractors and supplier.
6. Manufacturer's warranties of the specified items and proposed items are: [ ] same [ ] different, *explain:*  
\_\_\_\_\_

**REVIEW COMMENTS:**

- [ ] **No Exception taken to Submitted Manufacturer**  
*Manufacturer only is accepted due to time limitations for full review of product, or because no specific product data is submitted, or other unspecified reasons. Contractor must still bear full responsibility for compliance with contract requirements.*
- [ ] **No Exception taken to Specific Products**
- [ ] **Exceptions Noted**  
*See attached copy or notes on product literature*
- [ ] **Not Accepted**
- [ ] **Received too Late**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

## SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Division 01 Section “Product Requirements” for administrative procedures for handling requests for substitutions made after Contract award.
  - 2. Division 01 Section “Project Management and Coordination” for administrative procedures for processing Requests for Information.

#### 1.3 MINOR CHANGES AND/OR CLARIFICATIONS IN THE WORK

- A. Architect’s Supplemental Instructions (ASI)
  - 1. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, “Architect’s Supplemental Instructions” or other form as decided by the Architect or Owner.
- B. Request for Information (RFI)
  - 1. If during the construction of the project, clarification of the Construction Documents is required, it shall be brought to the attention of the Construction Manager. Reference Division 01 Section “Project Management and Coordination” for procedures regarding RFIs.
  - 2. Responses to RFIs are not authorization to proceed with work requiring additional compensation. If additional compensation is required, the Contractor shall immediately advise the Construction Manager who will review the item with the Architect and Owner to determine if a Proposal Request will be issued.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue, through the Construction Manager, a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect and/or Construction Manager are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within the time specified in the Proposal Request, submit a quotation estimating the cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - 3. Comply with the requirements defined in this section for submission of proposals for a Change Order.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Comply with the requirements defined in this section for submission of proposals for a Change Order.
3. Comply with requirements in Division 01 Section “Substitution Procedures” if the proposed change requires substitution of one product or system for product or system specified.

### **1.5 CONSTRUCTION CHANGE DIRECTIVES (CCDs)**

- A. **Construction Change Directive:** The Architect or Construction Manager may issue a Construction Change Directive (CCD). A Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directives contain a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. **Documentation:** Maintain detailed records on a time and material basis of work required by Construction Change Directive. Work tickets shall be signed and verified by on site supervision of Construction Manager daily.
  1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract. All guidelines for allocation of overhead and profit as defined in this section shall apply.

### **1.6 ADMINISTRATIVE CHANGE ORDERS**

- A. **Allowance Adjustment:** Refer to Division 01 Section “Allowances” for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. **Unit Price Adjustment:** Refer to Division 01 Section “Unit Prices” for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

### **1.7 SUBMISSION OF PROPOSALS FOR CHANGE ORDER**

- A. **Labor Rate Breakdown:**
  1. **Base Rate Calculation:** All Contractors will be required to substantiate all labor rates (for all skill levels and tradesmen) as actual cost plus allowable overhead and profit, prior to submitting change order pricing. Breakdowns shall include: base labor rate, fringes, union dues, payroll taxes and insurance. Any item not falling into one of these categories will be considered overhead and shall be included in the fee limits listed below.
  2. **Premium on Overtime Rate Calculation:** In the event overtime work is requested by the Construction Manager (not required by the Contract Documents or due to the fault of the Contractor), the premium on the overtime rate will be required to be substantiated as actual cost plus allowable overhead and profit. Breakdowns shall include: half of base labor rate, only the overtime premium portion of any applicable union fringes, and payroll taxes and insurance (excluding workers compensation insurance which is not paid on the premium portion of overtime). Any item not falling into one of these categories will be considered overhead and shall be included in the fee limits listed below.
- B. **Method of Proposal:**
  1. Comply with the requirements of this section and all other contract requirements.





2. Include a direct reference to the change document in the proposal description. If the request is not linked to a change document, a full and thorough description of the work and the reason for the change order request is required. Change requests not in this format will not be reviewed.
3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
4. Indicate applicable taxes, delivery charges, equipment rental (rates and hours), and amounts of trade discounts.
5. Include costs of labor and supervision (as allowed by contract provisions) directly attributable to the change. Provide crew information including, labor rate for each skill level and trade, number of man-hours including estimating program back-up substantiating those hours.
6. Provide proposal detail and estimate which defines the type or area of work (i.e. Concrete: concrete walls, grade beams, piers, sidewalks, etc., Drywall: metal studs, rock, finishing, etc.).
7. Include substantiating back-up from Subcontractors and Material Suppliers equal to the requirements of the Prime Contractor proposal as described in this section.
8. Include all fee itemized separate from the detail described herein and in the limits described in this section.
9. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
10. Review and approval of a Contractors proposal for change order does not alleviate Contractors responsibility to provide accurate estimating, i.e. acceptance of pricing does not constitute acceptance of quantities, unit prices, man-hours, etc.

C. Fee Limits:

1. Fee includes all general requirements, all supervision (including project management and general on site supervision), overhead and profit.
2. The following fee percentages shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work:

<u>Description of Condition</u>	<u>Not to Exceed</u>
To Prime Contractor for work performed by own forces	10%
To Prime Contractor for work performed by other than own forces	5%
To Prime’s Subcontractor/Material Supplier for work performed by Subcontractor’s own forces	10%
To Prime’s Subcontractor for work performed by other than Subcontractor’s own forces	5%

- D. Pricing Validation: If the Work associated with a Contractor requested change order is performed, and in the opinion of the Owner, Architect, or Construction Manager, the Work does not adequately reflect the breakdown provided during pricing of the change, the Contractor may be asked and shall be required to substantiate man-hours, equipment, quantity, etc, to validate the change order pricing.

**1.8 CHANGE ORDER PROCEDURES**

- A. On Owner’s approval of a Proposal Request, the Construction Manager will issue a Change Order for signatures of Architect, Owner, Contractor and Construction Manager.



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

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 26 00

## SECTION 01 29 00 PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section “Allowances” for procedural requirements governing the handling and processing of allowances.
  - 2. Division 01 Section “Unit Prices” for administrative requirements governing the use of unit prices.
  - 3. Division 01 Section “Contract Modification Procedures” for administrative procedures for handling changes to the Contract.
  - 4. Division 01 Section “Submittal Procedures” for administrative requirements governing the preparation and submittal of the submittal schedule.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor’s construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor’s construction schedule.
  - 2. Submit the schedule of values to Construction Manager within ten (10) business days of the Notice to Proceed. No payments will be processed prior to receipt of an approved Schedule of Values.
  - 3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
  - 4. Sub-schedules for Separate Elements of Work: Where the Contractor’s construction schedule defines separate elements of the Work, provide sub-schedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.

- b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange schedule of values consistent with the format of the AIA Document G703.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Allowances: Provide a separate line item in the schedule of values for each allowance.
  8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost of labor, material, equipment and proportionate share of general overhead and profit for each item. As a sub breakdown, each item is to be separated into an estimated labor and materials line item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items.
  9. Schedule Updating: Include each Change Order as a new line item. Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. If requested by the Construction Manager, breakdown change order totals in the same detail as the original Schedule of Values.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor and/or the General Conditions. The period of construction work covered by each Application for Payment is the period indicated in the Agreement and/or the General Conditions.
- C. Application for Payment Forms: Use AIA Document G702CMa and AIA Document G703 as the form for Applications for Payment. A copy of the AIA Documents G702CMa and G703 are included as an exhibit to this Section.
- D. Application Preparation: Complete every entry on the form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Construction Manager will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following the previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at the time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before the last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed, as indicated in the Agreement between Owner and Contractor and/or the General Conditions. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.
    - b. Work completed for this Application utilizing previously stored materials.
    - c. Additional materials stored with this Application.
    - d. Total materials remaining stored, including materials with this Application.
  4. Provide Non-Negotiable Bailment Receipt, a copy of which is attached as an exhibit to this Section.
- F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Construction Manager by a method ensuring receipt. One copy shall include waivers of lien and similar attachments, if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens and affidavits from subcontractors, sub-subcontractors, and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit Final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on the forms attached as an exhibit to this Section or as indicated in the Agreement between Owner and Contractor and/or the General Conditions.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors and suppliers.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary, if not final).
  4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  5. Certificates of insurance and insurance policies.
  6. Performance and payment bonds.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements. Before submitting the final Application for Payment, forward to the Construction Manager for submittal to the Owner and Architect, the written warranties and guarantees, Record and Information Manuals and other documents required by the Contract Documents, and place properly in approved storage at the site the extra stock and spare parts specified. Contractor shall obtain the signature of the Construction Manager verifying receipt of the extra stock and spare parts.
  2. Updated final statement, accounting for final changes to the Contract Sum.
  3. Contractors Final Waiver and Affidavit.
  4. AIA Document G707, "Consent of Surety to Final Payment."
  5. Evidence that claims have been settled.
  6. Other close-out documentation required by the Contract Documents.

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00





**SECTION 01 29 00  
 PAYMENT PROCEDURES - EXHIBIT B  
 CONTRACTOR PARTIAL WAIVER AND AFFIDAVIT**

**Contractor:** \_\_\_\_\_

**Project:** KCK Public Schools Maintenance Office Exterior Repair **Project No.:** \_\_\_\_\_

**Property (physical address of Project):** 2020 N. 59<sup>th</sup> Street, Kansas City KS, 66104

**Payment Application No.:** \_\_\_\_\_ **Payment Amount:** \_\_\_\_\_

**Total Amount Paid:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

**Last date of work covered by the Payment Application:** \_\_\_\_\_

**Owner:** Kansas City Kansas Public Schools **Construction Manager:** J.E. Dunn Construction Company

**Beneficiaries:** Owner, Construction Manager and other parties, if any, having any interest in the Property

In consideration of the payment to be made by Owner to the undersigned Contractor in the Payment Amount set forth above for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Contractor, effective upon remittance of the Payment Amount and contingent upon final clearance and payment of valuable consideration of the Payment Amount and being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:

1. Contractor a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against
  - any and all liens, statutory or otherwise, or rights thereof;
  - any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
  - any other claims of any kind whatsoever, statutory or otherwise, except as specifically claimed in accordance with the contract documents

for any and all work, labor, material or equipment furnished by or through said Contractor, its subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Owner and Contractor (“Contract”), through the last date of work covered by the Payment Application except as it pertains to unpaid retainage, if any.

2. The following listed persons or entities are the Contractor’s only subcontractors, equipment providers, materialmen or suppliers for the Project. This partial waiver, or one similar, will be required for all subcontractors, equipment providers, materialmen and suppliers for each payment application. Future payments may be delayed if all documents are not submitted properly.

COMPANY NAME (of your material suppliers and/or subcontractors)	CONTRACT AMOUNT (if unknown, list N/A)	AMOUNT PAID TO DATE (cumulative amount)	AMOUNT PAID THIS PERIOD (thru date listed above)	REMAING BALANCE LEFT ON CONTRACT

Write “none” here if no subcontractors, equipment providers, materialmen or suppliers were used on this Project.





3. Payment in full, less retainage, if any, has been made by the Contractor through the period covered by all prior payments (a) to all of the Contractor's subcontractors, equipment providers, materialmen, suppliers and laborers, and (b) for all materials and labor used or furnished by the Contractor in connection with the performance of the Contract, except as noted below:

COMPANY NAME (of your material suppliers and/or subcontractors not paid)	AMOUNT NOT PAID	REASON WHY AMOUNT WAS NOT PAID

4. Contractor has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Contract. Contractor has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Contractor and to bind it hereto and does in fact so execute this Partial Waiver and Affidavit. The undersigned acknowledges and agrees that the Beneficiaries or anyone on their behalf may and will act and rely upon this instrument in releasing any funds due or owing.

6. The remittance of the Payment Amount negotiated and/or endorsed by Contractor and marked "paid" or otherwise accepted by the bank against which said remittance was drawn shall constitute conclusive proof that said Payment Application was paid and that the Payment Amount thereof was received by Contractor and this Partial Waiver and Affidavit shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

Contractor: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_  
 Notary Public in and for said County and State

\_\_\_\_\_  
 Commission Expires



**SECTION 01 29 00  
 PAYMENT PROCEDURES – EXHIBIT C  
 CONTRACTOR FINAL WAIVER AND AFFIDAVIT**

**Contractor:** \_\_\_\_\_

**Project:** KCK Public Schools Maintenance Office Exterior Repair **Project No.:** \_\_\_\_\_

**Property (physical address of Project):** 2020 N. 59<sup>th</sup> Street, Kansas City KS, 66104

**Payment Application No.:** \_\_\_\_\_ **Final Payment Amount:** \_\_\_\_\_

**Total Amount Paid:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

**Last date of work covered by the Payment Application:** \_\_\_\_\_

**Owner:** Kansas City Kansas Public Schools **Construction Manager:** J.E. Dunn Construction Company

**Beneficiaries:** Owner, Construction Manager, and other parties, if any, having any interest in the Property

In consideration of the previous payments made and the final payment to be made by Owner to the undersigned Contractor for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Contractor, effective upon remittance of the Final Payment Amount and contingent upon final clearance and payment of valuable consideration of the Final Payment Amount and being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:

1. Contractor a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against:

- any and all liens, statutory or otherwise, or rights thereof;
- any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
- any other claims of any kind whatsoever, statutory or otherwise, except as specifically claimed in accordance with the contract documents.

for any and all work, labor, material or equipment furnished by or through said Contractor, its subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Owner and Contractor (“Contract”), Property and Project.

2. The following listed persons or entities are the Contractor’s only subcontractors, equipment providers, materialmen or suppliers for the Project. This final waiver, or one similar, will be required for all subcontractors, equipment providers, materialmen and suppliers. Final payment may be delayed if all documents are not submitted properly.

COMPANY NAME (of your material suppliers and/or subcontractors)	CONTRACT AMOUNT (if unknown list N/A)	AMOUNT PAID TO DATE (cumulative amount)	AMOUNT PAID THIS PERIOD (thru date listed above)	REMAING BALANCE LEFT ON CONTRACT

Write “none” here if no subcontractors, equipment providers, materialmen or suppliers were used on this Project.

amounts paid and the Final Payment Amount requested for the work and labor performed and material and equipment supplied on the Project represents the actual value of work and material provided under the terms of the Contract and all authorized changes thereto concerning work to be performed on the Property.

4. Payment in full has been made by the Contractor through the periods covered by all prior payment applications (a) to all of the Contractor’s subcontractors, equipment providers, materialmen, suppliers and laborers, and (b) for all materials and labor used or furnished by the Contractor in connection with the performance of the Contract, except as noted below:



COMPANY NAME (of your material suppliers and/or subcontractors not paid)	AMOUNT NOT PAID	REASON WHY AMOUNT WAS NOT PAID

5. Contractor has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker’s Compensation laws, insofar as applicable to the performance of the Contract. The Contractor has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

6. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Contractor and to bind it hereto and does in fact so execute this Final Waiver & Affidavit. The undersigned acknowledges and agrees that the Beneficiaries, or anyone on their behalf, may and will act and rely upon this instrument in releasing any funds due or owing.

7. The remittance of the Final Payment Amount negotiated and/or endorsed by Contractor and marked “paid” or otherwise accepted by the bank against which said Final Payment Amount was drawn shall constitute conclusive proof that said Final Payment Application was paid and that the Final Payment Amount thereof was received by Contractor and this Final Waiver & Affidavit shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_  
 Notary Public in and for said County and State

\_\_\_\_\_  
 Commission Expire



**SECTION 01 29 00**  
**PAYMENT PROCEDURES - EXHIBIT D**

**APPLICATION and CERTIFICATE FOR PAYMENT AIA G702CMa and G703**

# AIA® Document G732™ – 2009

## Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: PROJECT: APPLICATION NO: **1** DISTRIBUTION TO: OWNER

FROM: VIA CONSTRUCTION MANAGER: PERIOD TO: **End of the month** CONSTRUCTION MANAGER

CONTRACTOR: **Trade Partners name and address** MANAGER: **JE Dunn Construction Company** CONTRACT DATE: **1/31/2017** ARCHITECT

VIA ARCHITECT: **Name of the Architect** PROJECT NOS: **0 / /** CONTRACTOR FIELD

CONTRACT FOR: **JE Dunn job number is here**

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....
2. NET CHANGES IN THE WORK.....
3. CONTRACT SUM TO DATE (Line 1 ± 2).....
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703).....
5. RETAINAGE:
  - a.  $\frac{\text{5}}{100}$  % of Completed Work (Column D + E on G703):  $\frac{\$0.00}{100}$  = \$0.00
  - b.  $\frac{\text{0}}{100}$  % of Stored Material (Column F on G703):  $\frac{\$0.00}{100}$  = \$0.00

6. TOTAL EARNED LESS RETAINAGE.....

(Line 4 minus Line 5 Total)

(Line 6 from prior Certificate)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....

8. CURRENT PAYMENT DUE.....

9. BALANCE TO FINISH, INCLUDING RETAINAGE.....

(Line 3 minus Line 6)

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this month including Construction Change Directives	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES IN THE WORK</b>		\$0.00

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

**CONTRACTOR:** \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

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

### CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**ARCHITECT: (NOTE: if Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

# CONTINUATION SHEET

AIA Document G703 (Instructions on reverse side)

PAGE - 2 OF 3

AIA Document G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO:

containing Contractor's signed Certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D, OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	% (G/C)					
1			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
2			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
3			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
4			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
5			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
6			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
7			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
8			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
9			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
10			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
11			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
12			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
13			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
14			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
15			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
17			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
18			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
20			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
21			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
22			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00

PAGE 3 OF 3

TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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## SECTION 01 31 00 PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
  - 5. Construction Schedule.
  - 6. Electronic communication.
  - 7. Project Collaboration Web Site.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
  - 1. Division 01 Section “Contract Modification Procedures” for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section “Execution” for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section “Closeout Procedures” for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information from each other during construction

#### 1.4 GENERAL COORDINATION

- A. Coordination: Contractor shall coordinate its construction operations with those of other Contractors and entities to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

4. The cost of any corrections due to the lack of coordination will be borne by the Contractors involved.
5. In the event of conflicts in the field, Construction Manager will direct which trade or trades are to relocate their work at no additional cost. All work is to be coordinated to reasonably fit within the space allotted and to avoid interference between trades.
6. Contractors are expected to be experienced and familiar with the requirements and conditions imposed during construction of a complicated project. One of these requirements is the performing of normal “out of sequence” work. The terminology of “out of sequence” work shall include “come back” work that may be necessary by the removal of plant equipment, temporary wiring, temporary piping, etc.

### 1.5 PROJECT COORDINATION PROGRAM

- A. Reference Exhibit A to this section for the requirements for overhead coordination and coordination drawings. There will be NO BIM coordination for this Project.

### 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect and Construction Manager will return RFIs submitted to Architect and Construction Manager by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor’s work or work of its subcontractors or other Contractors.
- B. Content of the RFI: Include a detailed, legible description of item(s) needing information or interpretation and the following:
  1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect and Construction Manager.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor’s suggested resolution. If Contractor’s solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor’s signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.



- C. RFI Forms: Utilize Submittal Exchange standard RFI Form.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow ten (10) working days for Architect's response for each RFI. RFIs received by Construction Manager after 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Construction Manager's and/or Architect's time for response will date from time of receipt of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures" or as indicated in the Agreement between Owner and Contractor and/or the General Conditions.
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Manager in writing within the time indicated in the Agreement between Owner and Contractor and/or the General Conditions.

## 1.7 PROJECT MEETINGS

- A. Progress Meetings: Construction Manager will schedule and conduct weekly or bi-weekly basis (as required to support the schedule) meetings and conferences at Project site as follows:
  - 1. Attendees: Construction Manager will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Each entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. Attendance by the Contractor's on-site superintendent or project manager will be mandatory. An authorized representative of the Contractor must be present who can make decisions in the Contractor's behalf. At the direction of the Construction Manager, key suppliers and subcontractors, and supervisors will be required to participate in the coordination and discussions and give summary reports of their activities.
  - 2. Agenda: Construction Manager will prepare the meeting agenda and distribute the agenda to all invited attendees.
  - 3. Minutes: Construction Manager will record significant discussions and agreements achieved and will distribute the meeting minutes to everyone concerned.
  - 4. Agenda Discussions:
    - a. Review schedule, progress, submittals, deliveries, quality, change documents, change orders, future activities, site utilization, temporary facilities, other issues, etc.
    - b. The progress meeting gives the Contractor the opportunity to discuss, with the Construction Manager, any problems or potential problems. Each Contractor shall attend

- progress meetings as requested by the Construction Manager and shall come to the meeting prepared to discuss its work status and how it relates to the Project Schedule.
- c. The Project Schedule will be updated by the Construction Manager as indicated in the Project Manual and presented at the progress meetings. Each Contractor will be expected to discuss, as a minimum, the status of shop drawings, material and equipment delivery, job progress and quality control.
- B. **Preconstruction Conference:** Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. **Attendees:** Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor(s) and their superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. **Agenda:** Discuss items of significance such as administrative items, procedural issues, site usage and requirements, schedule, jobsite rules and regulations, etc.
  4. **Minutes:** Construction Manager will record and distribute meeting minutes.
- C. **Pre-installation Conferences:** Construction Manager will conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. **Attendees:** Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. All Contractors (including field superintendents and/or foremen) performing or directly affected by a particular scope of work will be required to attend.
  2. **Agenda:** Construction Manager will prepare the meeting agenda. Items for discussion will include, but not be limited to, review progress of other construction activities and preparations for the particular activity under consideration.
- D. **Coordination Meetings:** Construction Manager may conduct additional Project coordination meetings as needed to resolve issues or coordinate upcoming work. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
- E. **MEP Overhead Coordination Meetings:** Construction Manager shall host MEP overhead coordination meetings as required by this Section. While the MEP Contractors have primary responsibility, all Contractors whose work impacts or is impacted by the MEP work will be required to attend applicable meetings.

## 1.8 CONSTRUCTION SCHEDULE

- A. Each Contractor is responsible for coordinating its Work with the Work of other Contractors through the Construction Manager.
- B. The Contractor shall, within seven (7) calendar days after Notice of Award, submit a construction schedule to the Construction Manager for review. The schedule shall be a bar chart or a Critical Path Method (CPM) schedule. The schedule shall include as many activities as necessary to sufficiently detail the work to be performed. If deemed necessary by the Construction Manager, additional activities shall be incorporated by the Contractor into the schedule. The schedule shall include activities for shop drawing submittal and approval and for fabrication and delivery of long lead time procurement items. The schedule time frame shall comply with the time envelope specified for the bid package. No schedule activity shall exceed 2 weeks in duration.

- C. With each application for payment, the Contractor shall submit to the Construction Manager an updated schedule indicating the current status of the work and including any revisions necessary to insure completion within the time allotted in the Contract Documents for Substantial Completion of the Work. No payments will be processed without a schedule update.
- D. If the Contractor fails to maintain the Contractor's approved schedule, or if the progress or performance of the work or the procedures employed in the work are such that, in the opinion of the Owner or Construction Manager, the work will not be completed within the time or times stated in the Contract, the Contractor shall at its own expense, work overtime, additional shifts, Saturdays, Sundays and/or holidays, and/or hire additional employees, and revise or implement its construction procedures as may be necessary to restore adherence to the approved schedule.
- E. Substantial Completion of Work shall occur within the time limit established in the "Milestone Schedule of Construction" contained in Division 00.

**1.9 ELECTRONIC COMMUNICATION**

- A. Project communications will occur electronically. This will include all project correspondence, meeting minutes, contract change documents, schedules, payment applications, submittals, etc.
- B. At a minimum, all Contractors shall have internet access and a current email account for managing this electronic information.

**1.10 PROJECT COLLABORATION WEB SITE** – Not used at this time.

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

**PART 3 - EXECUTION (Not Used)**

End of Section 01 31 00



**SECTION 01 31 00**  
**PROJECT COORDINATION PROGRAM - EXHIBIT A**

***NONE***

## SECTION 01 33 10 ELECTRONIC SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 01 Section “Payment Procedures” for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section “Operation and Maintenance Data” for submitting operation and maintenance manuals.
  - 3. Division 01 Section “Project Record Documents” for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Division 01 Section “Demonstration and Training” for submitting video recordings of demonstration of equipment and training of Owner’s personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect’s action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect’s responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor’s construction schedule.

2. Submit concurrently with work construction schedule. Highlight those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Format: Arrange the following information in a tabular format:
4. Scheduled date for first submittal.
5. Specification Section number and title.
6. Submittal category: Action, informational.
7. Description of the Work covered.
8. Scheduled date for final release or approval.

### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals. See Division 1 Section "Project Management and Coordination" for procedures regarding Coordination Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect through Construction Manager will advise contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal. Structural, HVAC, plumbing, and electrical components are examples of the Work that often require sequential review.
- D. Identification and Information: Identify and incorporate information in each electronic submittal as follows:
  1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.

2. Name file with specific project unique identifier (system determined by Architect and Construction Manager).
  3. Provide means for insertion to permanently record contractor's review and approval markings and action taken by Architect and Construction Manager.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor, subcontractor, supplier and/or manufacturer.
    - f. Specification section and corresponding paragraph number.
    - g. Drawing number and detail references, as appropriate.
    - h. Other necessary identification.
  5. Include the following information as keywords in the electronic file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
    - e. Contractor name.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Architect and Construction Manager will discard submittals received from sources other than Contractor.
- H. Other: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect or Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Resubmittals: Make resubmittals in same form as initial submittal.
  1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- J. Distribution: Furnish electronic copies of final submittals to Contractor's manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms. Construction Manager will distribute electronic copies to other affected Contractors.
- K. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 ELECTRONIC SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Post electronic submittals as PDF electronic files directly to Submittal Exchange.
    - a. Architect through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section “Closeout Procedures.”
  3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
  4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section “Quality Requirements.”
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer’s catalog cuts.
    - b. Manufacturer’s product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable.
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.



- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Construction Manager will maintain sets of approved Samples at Project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work become the property of Owner.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect through Construction Manager, will return submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit four (4) sets of Samples. Architect will retain one (1) and Construction Manager will retain two (2) Sample sets; remainder will be returned.
  - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. Coordination Drawings: Comply with requirements specified in Division 01 Section “Project Management and Coordination.”
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- G. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- H. Installer Certificates: Submit written statements on manufacturer’s letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Manufacturer Certificates: Submit written statements on manufacturer’s letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- J. Product Certificates: Submit written statements on manufacturer’s letterhead certifying that product complies with requirements in the Contract Documents.
- K. Material Certificates: Submit written statements on manufacturer’s letterhead certifying that material complies with requirements in the Contract Documents.
- L. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- M. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- N. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers’ names.
  5. Description of product.
  6. Test procedures and results.

7. Limitations of use.
- O. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section “Quality Requirements.”
  - P. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
  - Q. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  - R. Maintenance Data: Comply with requirements specified in Division 01 Section “Operation and Maintenance Data.”
  - S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR’S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section “Closeout Procedures.”
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT’S ACTION

- A. General: Architect and Construction Manager will not review submittals that do not bear Contractor’s approval stamp and will return them without action.
- B. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate the appropriate action.

- C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- E. Incomplete submittals are not acceptable, and will be considered non-responsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- G. The Architect's review and approval of shop drawings in no way relieves the Contractor from responsibility for errors or omissions that may exist on the shop drawings or submittals. This refers to dimensional or quantitative errors or omissions, or variations from performance standards implied by the Contract Documents. Where such errors or omissions are discovered later, they must be made good by the Contractor without cost to the Owner, regardless of any approval stamp which might appear on the shop drawing.

END OF SECTION 01 33 10

## SECTION 01 40 00 QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Reference Division 1 Section "Testing and Inspection Services" for additional requirements regarding testing and inspections.
  - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
  - 2. Integrated In-place Exterior Mock-up: Mockups of the exterior envelope erected as part of building but on the project site, consisting of multiple products, assemblies and subassemblies.

3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- I. Experienced: When used with an entity or individual, “experienced” means having successfully completed previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction. Experience levels will be reviewed by the Architect, Construction Manager and Owner.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.

9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Contractor's Responsibility: The Contractor is responsible for the quality of the work performed by its work force and subcontractors as well as the quality of the material, equipment and supplies furnished by the Contractor to be incorporated into the work. The Contractor will designate a quality control representative who will be on site at all times when work is in progress.
  - 1. The Contractor shall arrange and pay for all inspections and tests specified as the Contractor's responsibility in the various sections of the Specifications; inspections and tests required by codes, ordinances or the plan approval authority; and inspections and tests performed for the Contractor's convenience. These tests shall be made by an independent testing agency approved by the Owner.
  - 2. The Contractor shall advise the Construction Manager's on site field superintendent of all scheduled tests. The Contractor's quality control representative will review its drawings, procurement documents and contracts to ensure that the technical information provided and all work performed is in accordance with the latest revision of the Contract Documents. The Contractor shall maintain onsite a complete set of original Contract Documents, including contract drawings and specifications, for the work performed under his contract. These documents shall be updated to reflect all changes made through Addenda, Change Orders and Requests for Information.
  - 3. The Contractor's quality control representative will perform an inspection upon receipt at the site, of all materials, equipment and supplies including those furnished him by the Owner. Items that are damaged or not in conformance with the respective submittals, quality standards, Contract Documents, contract drawings and specifications will be identified and segregated from accepted items. Items thus identified will not be incorporated into the work until corrective action, acceptable to the Construction Manager and Architect, is completed.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
  - 2. Demonstrate the proposed range of aesthetic effects and workmanship.



3. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction. If in-place mock-up is utilized, obtain approvals prior to proceeding with construction.
  4. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  5. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup as directed below. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.
1. Provide exterior skin mock-up of the following components: *See Scopes of Work*.
- L. Room Mockups: Construct room mockups incorporating required materials and assemblies, finished in accordance with requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. Provide room mockups of the following rooms:
1. *See Scopes of Work*.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are the Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
- H. Inspections: A four point inspection plan for each of the bid package work areas to be performed under contract will be utilized.
  - 1. Preconstruction coordination: Prior to commencing work, the Contractor's quality control representative will meet with the Construction Manager's representative. Items to be reviewed are as follows:
    - a. Approval of shop drawings and submittals.
    - b. Approval of inspection and test reports on materials and equipment to be utilized.
    - c. Completion and acceptance of previous operations.
    - d. Availability of materials and equipment required.
    - e. Any other preparatory steps dependent upon the particular operation.
    - f. Safety or environmental precautions to be observed.
  - 2. Initial inspection: Upon completion of a representative sample of a given work, the Contractor's quality control representative will schedule an inspection with the Construction Manager and Architect's representatives to review, at a minimum, the following items:
    - a. Workmanship to establish quality standards.
    - b. Configuration to Contract Documents including contract drawings and specifications.
    - c. Construction methods, equipment and tools utilized.
    - d. Materials and articles utilized.
    - e. Testing methods required.
    - f. Approved shop drawings required.
    - g. Safety or environmental precautions required.
  - 3. Follow-up inspections The Contractor's quality control representative will inspect the work daily to ensure the continuing conformance of the work to the workmanship standards established during the pre-construction and initial inspections. Follow-up inspections will be on a daily basis and recorded in the Contractor's daily log. Follow-up inspections will also be performed by the Construction Manager to ensure compliance with Contract requirements.
  - 4. Completion inspection Upon completion of a given area of work, the Contractor's quality control representative will schedule an inspection with the Construction Manager's representative. Non-conforming items will be identified and corrected.

- I. Core drilling: Core drilling is permitted only with prior written approval of the Architect and as coordinated by the Construction Manager. Damages caused by the failure to observe the above precautions are the responsibility of the Contractor/subcontractor.

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

**PART 3 - EXECUTION**

**3.1 TEST AND INSPECTION LOG**

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

**3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  - 8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org)
  - 9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).

11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>
51. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
52. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
65. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
66. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
67. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
72. ECA - Electronic Components Association; (See ECIA).

73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
77. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
78. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
81. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
82. FCI - Fluid Controls Institute; [www.fluidcontrolsinstitute.org](http://www.fluidcontrolsinstitute.org).
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
85. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
86. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridaroo.com](http://www.floridaroo.com).
88. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
89. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
90. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
91. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
92. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
93. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
97. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
98. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
99. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
103. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
104. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
105. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
106. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
111. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
112. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
113. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
118. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
121. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
124. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
125. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
126. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
127. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
128. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
129. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
130. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
131. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).

133. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
134. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
135. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
136. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
137. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
138. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
139. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
140. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
141. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
142. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
143. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
144. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
145. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
146. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
147. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
150. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
151. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
154. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
155. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
156. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
157. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
158. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
160. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
161. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
162. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); <http://www.plasa.org>.
164. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
165. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
166. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
167. SAE - SAE International; [www.sae.org](http://www.sae.org).
168. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
169. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
170. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
171. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
174. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
175. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
177. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
178. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
179. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
180. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
181. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
182. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
183. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
184. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
185. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
186. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
187. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
188. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
193. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).

194. TPI - Turfgrass Producers International; [www.turfgrassod.org](http://www.turfgrassod.org).
195. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
196. UL - Underwriters Laboratories Inc.; <http://www.ul.com>.
197. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
198. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
199. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
200. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
201. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
202. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
203. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
204. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
205. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
206. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
207. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
  2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).



6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
  2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
  3. CDHS; California Department of Health Services; (See CDPH).
  4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
  5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
  6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
  7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200**

## SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for:
  - 1. Temporary utilities.
  - 2. Support facilities.
  - 3. Security and protection facilities.
- B. Related Sections:
  - 1. Division 01 Section “Summary” for work restrictions and limitations on utility interruptions.
  - 2. Division 01 Section “Construction Indoor Air Quality” OR “Construction Indoor Air Quality in Healthcare Facilities” for temporary heating and cooling guidelines for maintaining proper indoor air quality.
  - 3. Division 01 Section “Special Project Procedures for Healthcare Facilities” for infection control requirements for HVAC systems.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum, unless otherwise indicated.
- B. Water Service: Owner will pay water service use charges for water used by all entities for construction operations. Contractor shall provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Owner will pay electric power service use charges for electricity used by all entities for construction operations. Contractor shall provide connections and extensions of services as required for construction operations.
- D. Gas Service: Owner will pay gas service use charges for gas usage by all entities for construction operations. Contractor shall provide connections and extensions of services as required for construction operations.

### PART 2 - PRODUCTS

#### 2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

#### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment:

1. Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas, fuel-oil heaters, steam or hot-water heaters, gas-fired space heaters, or electric unit heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited. Coordinate utility requirements with other Contractors as necessary.
  2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, reference Division 01 Section “Construction Indoor Air Quality” or “Construction Indoor Air Quality in Healthcare Facilities” for requirements.
- C. Air Filtration Units: Reference Division 01 Section “Special Project Procedures for Healthcare Facilities” for requirements of air filtration unit usage.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  1. Locate facilities to limit site disturbance as specified in Division 01 Section “Summary.”
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Install temporary service or connect to existing service.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Restore existing service facilities to condition existing before initial use.
- B. Sanitary Facilities: Construction Manager will provide temporary toilets for use of construction personnel.
- C. Drinking Water: Contractors are to provide an adequate supply of potable drinking water, satisfactorily cooled, free of contamination, and conforming to State and local requirements for their own forces engaged in work on the project.
- D. Telephone Service: Telephones will be provided at the site office of the Construction Manager for any emergencies. Telephones will not be provided for tradesmen for their personal use. Telephones must be provided by the individual contractor for its use, if required.
- E. Fire Extinguishers: Fire extinguishers will be provided and maintained as required by the Construction Manager. Contractors shall provide their own fire extinguishers for welding related activities. The Construction Manager insists that each contractor plan for the event of fire protection and evacuation.
- F. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. No bulk water will be provided.
- G. Heating and Cooling:
  1. Temporary HVAC work includes, but is not limited to, caps for ductwork, temporary filters and filter media, necessary equipment warranty extensions, interim controls, fire watch, temporary stand alone smoke detectors for fan shut-down, ventilation and humidity control, monitoring of temperature and humidity, manual control of dampers (if required) and final clean-up of mechanical systems upon completion of construction work.

2. Ventilation and humidity control includes, but is not limited to, temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption. Relative humidity shall be controlled as required to reduce substrate moisture levels to level required to allow installation or application of finishes.
3. Heat required for specific work-oriented situations is to be provided by each Contractor for its needs (i.e. masonry, EFIS, etc). General heating for creature comfort will not be provided by the Construction Manager or Owner.
4. Reference project specific temporary HVAC plan for the timeline of temporary conditioning inside the building.
5. Project Specific temporary HVAC plan – Not Applicable

H. Electric Power Service:

1. Each Contractor shall provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Contractor shall coordinate temporary power requirements for Contractor’s trailers, equipment, and other special needs as required to execute the work.
2. Contractor shall make all necessary arrangements with the utility company to provide temporary service. All electrical connections must meet local code requirements.
3. Contractor shall relocate temporary power as required as construction progresses.

I. Lighting:

1. Each Contractor shall provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions. Lighting shall be as required by OSHA, but no less than one lamp per room. Minimum footcandles as defined by OSHA shall be maintained at all times.
2. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
3. Individual Contractors shall provide task lighting as required.

J. Fire Alarm:

1. When required by code or by the Owner, Construction Manager shall provide temporary fire alarm system tied into existing fire alarm control panel. This temporary system shall be completed and functional at all times. No part of the temporary system shall be used for the permanent system. Work includes removal and maintenance of the temporary system.
2. Construction Manager shall provide stand alone fire alarm devices for AHU shut down as required for temporary heating and cooling.

**3.3 SUPPORT FACILITIES INSTALLATION**

- A. First Aid: The Construction Manager will maintain a first aid center at the main project office. The Construction Manager will have phone numbers of the local clinics and hospitals posted at all times.
- B. Snow and Ice Removal: Each Contractor will be required to remove snow and ice as required to maintain progress of the work. The use of calcium chloride as an aid or means to remove snow or ice will not be permitted.
- C. Project Signs: If required, Project signs will be provided by the Construction Manager. Unauthorized signs are not permitted.

- D. Parking: *Per the Site Logistics / Site Access Plan*
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water to maintain progress of the work.
- F. Pump water and push water: Each Contractor will be required to remove water as required to maintain progress of the work.
- G. Hoisting: Provide facilities necessary for hoisting materials, equipment and personnel. No hoisting will be provided by the Construction Manager.
- H. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section “Construction Waste Management and Disposal.”
- I. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- J. Storage and Staging Areas: . The construction entrance(s) will be maintained for the duration of the project but the location may change as the construction progresses. Each contractor must review with the Construction Manger all field office and temporary storage requirements. If it becomes necessary at any time during construction to move materials which are to enter into construction, or equipment and barricades which have been temporarily placed, the Contractor furnishing these materials, equipment or barricades shall, when directed by the Construction Manager, move them or cause them to be moved without additional charge to the Owner and/or Construction Manager.
- K. Temporary Roads and Paved Areas: N/A
- L. Temporary Elevator Use: N/A
- M. Temporary Stairs: Until permanent stairs are available, Contractor shall provide ladders for access to the work.
- N. Existing Stair Usage: N/A

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction and Contract Documents.
- B. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Comply with requirements specified in Division 01 Section “Temporary Tree and Plant Protection.”
- D. Site Enclosure Fence: *Per the Site Logistics / Site Access Plan*
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.



H. Site Security: Site security will not be provided on the project.

END OF SECTION 01 50 00

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for products selected under a unit price.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 4. Section 014200 "References" for applicable industry standards for products specified.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and accepted through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architects Action: For comparable products submitted for "Cause", if necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later. For comparable products submitted for "Contractor's Convenience", Contractor must submit all information necessary to make a direct comparison to specified product for Architect's review, no additional information may be submitted.
    - a. Form of Approval: As specified in Section 012500 "Substitution Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  1. Store products to allow for inspection and measurement of quantity or counting of units.
  2. Store materials in a manner that will not endanger Project structure.
  3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  6. Protect stored products from damage and liquids from freezing.

#### 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

### PART 2 - PRODUCTS

#### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.



4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered prior to bidding only.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
2. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered prior to bidding only.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

### PART 3 - EXECUTION (Not Used)

### END OF SECTION 016000

## SECTION 01 73 00 EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.
- B. Related Sections:
  - 1. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
  - 2. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## 1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 FIELD ENGINEERING

- A. Identification: Owner or Construction manager will identify one benchmark. All other control points, property corners, and similar reference points shall be the responsibility of the individual Contractors.
- B. Reference Points: Locate existing permanent benchmarks, control points, before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Construction Manager before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly with a licensed land surveyor (satisfactory to the Architect and Construction Manager) at the Contractors cost.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated. Work includes all surface preparation required for product installation.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section “Summary.”
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to **minimize** interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer’s written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
    - c.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. Utilize containers intended for holding waste materials of type to be stored.

2. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

3. Contractor will clean up and remove to designated points at the site, daily and as directed by the Construction Manager, all rubbish and debris resulting from the Contractor's work and shall clean up its work to the satisfaction of the Construction Manager. Contractor shall maintain one (1) laborer for clean-up purposes for every ten (10) workers on site (including subcontractors), or ratio thereof. In the event the Contractor fails to clean up in accordance with the directions, the Construction Manager, after twenty-four (24) hours written notice to the Contractor, reserves the right to arrange otherwise for the clean up to be done and charge the Contractor the cost.

4. All contractors shall ensure that all boxes, cartons, etc., are crushed to the minimum volume prior to placing in the trash containers or trash collection areas. No paint cloths will be allowed in trash containers. Construction Manager will provide dumpsters for use by the Contractor.

5. The disposal of any material, waste, effluents, trash, garbage, or oil, grease, chemicals, etc., resulting from either demolition or new work, shall be disposed of in accordance with all applicable laws and shall be subject to the approval of the Construction Manager. Any materials disposed of in an unauthorized place or manner shall be removed and the area restored to its original undisturbed condition at the expense of the Contractor.

6. An area will be designated for lunch and breaks. All food or drink, other than water, consumed on site must be in this pre-approved area and all waste disposed of in trash receptacles furnished by the Construction Manager. All food and drink, other than water, is prohibited in any other work area.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section “Temporary Facilities and Controls” and Division 01 Section “Construction Waste Management and Disposal.”

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer’s Field Service: Comply with qualification requirements in Division 01 Section “Quality Requirements.”

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer’s written instructions for temperature and relative humidity.

### 3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

## SECTION 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for recycling and disposing of non-hazardous demolition, construction, and land clearing debris.
- B. Related Sections include the following:
  - 1. Division 01 through 49 Sections for other disposal requirements for other materials.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 PLAN IMPLEMENTATION

- A. General: Comply with requirements of waste management plan provided by Construction Manager.
- B. Each Contractor is responsible for disposal of their waste in On-site dumpsters provided by the Construction Manager. Asphalt and concrete materials shall be removed from site by each contractor.

END OF SECTION 01 74 19



## SECTION 01 77 00 CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Punch Lists.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for progress cleaning of Project site.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before Construction Manager can request inspection for determining date of Substantial Completion, the Contractor shall complete the following.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 3. Obtain occupancy permits, operating certificates, and similar releases.
  - 4. Prepare and submit Project Record Documents, operation and maintenance manuals, extended warranties and similar final record information.
  - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 7. Complete startup testing of systems.
  - 8. Submit test/adjust/balance records.

9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  10. Complete final cleaning requirements, including touchup painting.
  11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  12. Show 100% completion on progress payment request of work claimed to be substantially complete.
  13. Submit statement showing accounting of changes to the contract sum.
  14. Submit evidence of continuing insurance coverage.
  15. Submit releases enabling Owner's full use of the work.
  16. Submit Consent of Surety and other required close out paperwork.
- B. Inspection: Construction Manager will request for inspection for Substantial Completion. Architect or Construction Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list, Construction Manager's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Contractor Pre-Punch: Construction Manager will complete a pre-punch list for all areas of the project. Each Contractor will be required to certify that all applicable items have been completed or provide statement indicating why an item is incomplete.
- B. Design Team Punch Lists: Will be completed by applicable Design Professionals for all areas of the project. Each Contractor will be required to certify that all applicable items have been completed or provide statement indicating why an item is incomplete.

#### 1.5 WARRANTIES

- A. All warranties shall commence from the Date of Substantial Completion. Contractors shall arrange for installer of any work requiring continuing maintenance to meet with Owner's representatives to provide basic instruction needed for proper operation and maintenance of work.
- B. Beneficial Use of Equipment: No equipment will be turned over to the Owner prior to Date of Substantial Completion without the written authorization of the Construction Manager. If the Construction Manager approves Owner's use of equipment before the Date of Substantial Completion, the warranty for such equipment shall be extended to cover the specified period commencing at Date of Substantial Completion.
- C. Submittal Time: Submit written warranties on request of Architect or Construction Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- D. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- E. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
  2. Include an additional copy of each warranty in operation and maintenance manuals.

## 1.6 PROJECT CLOSEOUT CHECK LIST

- A. Requirements: Contractor must provide the following prior to the Architect and Construction Manager approving the release of final payment:
1. Verification that final punch list is complete.
  2. Final Affidavit.
  3. Consent of Surety.
  4. Final Lien Waiver.
  5. As-Built drawings applicable to this Contract.
  6. Operation and Maintenance Manuals applicable to this Contract.
  7. Current Insurance Certificate.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: The Owner will perform final cleaning, sanitation and/or sterilizing. The following activities, in addition to other Contract requirements, shall be performed by the Contractor:
1. Remove tools, construction equipment, machinery, and surplus material from Project site.
  2. Remove labels that are not permanent, including from glazing.
  3. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  4. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
  5. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  6. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  7. Replace disposable air filters with permanent air filters.
  8. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
  9. Other cleaning requirements defined in other Specification Sections.

END OF SECTION 01 77 00

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Product maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### 1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following formatS:
  - 1. Submit one (1) PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
  - 2. Submit one (1) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will transmit to Owner upon acceptance.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

### PART 2 - PRODUCTS

#### 2.1 REQUIREMENTS FOR MAINTENANCE MANUALS

- A. General: Submit one (1) paper copy and one (1) copy in pdf electronic file format.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- C. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.

3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Architect/Engineer.
  7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  8. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:

1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of operation and maintenance manuals.
  2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

### END OF SECTION 017823

## SECTION 01 78 39 PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include the following:
  - 1. Division 01 Section “Closeout Procedures” for general closeout procedures.
  - 2. Division 01 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
  - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

#### 1.3 SUBMITTALS

- A. Record Drawings: Submit one set of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project’s Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.

- e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by Change Document.
  - k. Changes made following Architect's written orders.
  - l. Details not on the original Contract Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark important additional information that was either shown schematically or omitted from original Drawings.
  5. Note Change Document numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, submittals and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

## PART 3 - EXECUTION (Not used)

END OF SECTION 01 78 39



## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Demolition and removal of selected portions of building, structures and site elements as indicated, and as required to accommodate new construction and repairs.
  2. Subcontracting with roofing contractor for partial removal and repair of existing roofing system impacted by selective demolition work.

#### 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
1. Owner will retain "first right of refusal" for all demolished items.

#### 1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
1. Roofing repair Contractor shall be in attendance.
  2. Inspect and discuss condition of construction to be selectively demolished.
  3. Review structural load limitations of existing structure.
  4. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  5. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  6. Review areas where existing construction, plumbing systems and electrical systems are to remain and requires protection.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are not uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Coordination of Owner's continuing occupancy of portions of existing building to ensure uninterrupted progress of Owner's on-site operations.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins. Refer to Section 013233 "Photographic Documentation" for additional requirements.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

#### 1.5 QUALITY ASSURANCE

- A. Roofing Repair Subcontractor: An entity approved or certified by Tremco Roofing, with not less than 7 years successful experience in repair of roofing systems similar to that required for the project.
1. Roofing Representative Contact: Mike Cutler with Tremco Roofing for a list of acceptable roofing contractors. Telephone for Mr. Cutler is 913-451-0434.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include, but are not limited to, the following:
  - 1. Roofing Systems.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
  - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Temporary Removal of Existing Services/Systems: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished and repaired.
  - 1. Owner will arrange to temporarily shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed or relocated, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove plumbing, and electrical systems, equipment, and components only as necessary to accommodate new construction and repairs.
    - a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction, repair work and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain adequate ventilation when using cutting torches.
  - 6. Remove structural framing members, railings and guardrails and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  - 7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 8. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- C. Removed and Salvaged Items:
    1. Clean salvaged items.
    2. Pack or crate items after cleaning. Identify contents of containers.
    3. Store items in a secure area until delivery to Owner.
    4. Transport items to Owner's storage area designated by Owner.
    5. Protect items from damage during transport and storage.
  
  - D. Removed and Reinstalled Items:
    1. Clean and repair items to functional condition adequate for intended reuse.
    2. Pack or crate items after cleaning and repairing. Identify contents of containers.
    3. Protect items from damage during transport and storage.
    4. Reinstall items in original locations, unless otherwise indicated or directed by Engineer or Owner. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
  
  - E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS
- A. Demolish concrete in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
  - B. Concrete Sidewalks-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
  - C. Pedestrian Traffic Coating: Remove pedestrian traffic coating according to recommendations of pedestrian traffic coating manufacturer." Do not use methods requiring solvent-based strippers.
  - D. Where removal of concrete exposes reinforcing steel, notify Engineer to allow for observation prior to proceeding. Engineer will determine if there is a need to remove reinforcing steel and to what extent.
  - E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. Remove portion of roofing system necessary to make adequate and watertight roof repairs. Roofing repair components shall match existing, unless directed otherwise by Tremco Roofing representative.
    1. Remove portion of existing roof membrane, flashings, copings, and roof accessories.
    2. When necessary and as verified by Tremco Roofing representative, remove existing roofing system down to substrate.
- 3.6 DISPOSAL OF DEMOLISHED MATERIALS AND CLEANING
- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
    1. Do not allow demolished materials to accumulate on-site.
    2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
    3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
    4. Burning: Do not burn demolished materials.
  - B. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
- 3.7 DAMAGES TO CONSTRUCTION TO REMAIN
- A. Damages: Promptly repair damages to existing construction to remain caused by demolition work to satisfaction of the Owner and Engineer.

**END OF SECTION 024119**

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

- A. General - Cast-in-Place Concrete (033000.A01): Scope to include, but is not limited to: foundations, slabs-on-grade, columns, cast-in-place (CIP) elevated slabs and elevated stairs, and stairs on-grade. Refer to structural drawings for additional information.
- B. This Section also includes:
  - 1. Miscellaneous patching of existing concrete to remain.
- C. Related Sections:
  - 1. Section 012200 "Unit Prices" for unit prices related to work of this Section.
  - 2. Section 071800 "Traffic Coatings" for preparation of concrete surfaces to receive traffic coatings.
  - 3. Section 012300 "Alternates" for alternates effecting work of this Section.
- D. Preinstallation Conference: Conduct conference at Project site.
- E. Product Data: Submit technical product data for concrete patching material and associated primers.
- F. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.
  - 2. Include results of preconstruction testing.
- G. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- H. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork. Include engineering analysis and drawings signed and sealed by professional engineer registered in state of Kansas.
  - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- I. Material Test Reports: For the following, from a qualified testing agency:
  - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- J. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- K. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- L. Installer for Concrete Repair Work: Installer shall have not less than 5 years successful experience, under the current company name, conducting concrete repair work of similar type, size and complexity as those specified for this Project.
- M. Testing Agency Qualifications: An independent agency, [acceptable to authorities having jurisdiction,] qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- N. Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.
- O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- P. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301, ACI 117 and ACI 318.

### 2.2 FORM-FACING MATERIALS

- A. Form-Facing Panels for As-Cast Finishes: Exterior-grade plywood panels, nonabsorptive, that will provide continuous, true, and smooth concrete surfaces, medium-density overlay, Class 1, or better, mill-applied release agent and edge sealed, complying with DOC PS 1. . Furnish in largest practicable sizes to minimize number of joints.
- B. Forms for Cylindrical Columns and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- C. Chamfer Strips and Drip Edge Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum; nonstaining; in longest practicable lengths.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

### 2.3 REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- C. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
- D. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A, Type 1 coated, as-drawn, plain-steel wire, with less than 2 percent damaged coating in each 12-inch wire length.
- E. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, deformed steel.
- F. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, ASTM A 775/A 775M epoxy coated.

- G. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.
- H. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
  - 3. Slab –on-grade supports: Provide supports specifically designed for bearing on soil.
- I. Mechanical Splice Couplers: ACI 318 (ACI 318M) Type 1, same material of reinforcing bar being spliced to replace damaged section of existing reinforcing steel. Type to be determined by Engineer-of-Record (EOR) once damage is uncovered and extent determined.
- J. Fiber Reinforcement - Synthetic Micro-Fiber: Polypropylene fibrillated micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M. Fibers shall be a multi-length blend.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
  - 1. Portland Cement: ASTM C 150/C 150M, Type I and Type III, gray.
  - 2. Fly Ash: ASTM C 618, Class F or C.
  - 3. Silica Fume: ASTM C 1240, amorphous silica.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size:
    - a. 1-inch nominal for slabs on grade.
    - b. 3/8-inch nominal for columns.
    - c. 3/4-inch nominal for all other locations.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 3. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 4. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- E. Water: ASTM C 1602/C 1602M and potable.

## 2.5 CONCRETE PATCHING/REPAIR MATERIALS

- A. Concrete Patching/Repair Compound: Pre-manufactured mix of specialty cement blends. Compound shall be fast-setting type, single component, polymer modified cementitious vertical and overhead repair mortar with high-build properties.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide "SikaQuick VOH" as manufactured by Sika Corporation.
- B. Cold Weather Additive: Provide SikaQuick Winter Boost when work will be conducted during outside temperatures 45 degrees F and below.
- C. Exposed Steel Reinforcement Primer: Provide Sika Armatec/110 EpoCem primer.
- D. Latex Additive: When recommended by repair mortar manufacturer, provide Sika Latex R.

2.6 GRANULAR BASE COURSE / DRAINAGE FILL MATERIAL

- A. Granular Base Course / Drainage Fill (033000.A15): Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2" sieve and 0 to 5 percent passing a No. 4 sieve.

2.7 LIQUID CONCRETE TREATMENTS

- A. Anti-Spalling Treatment: Provide penetrating 20 percent, clear water-based silane penetrating sealer complying with performance requirements of NCHRP 244 having an absorbed chloride reduction of at least 92 percent and a weight gain reduction of at least 86 percent.
  - 1. Basis-of-Design Product: Provide "MasterProtect H200" by BASF. Comparable products will be considered.

2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating, certified by curing compound manufacturer to not interfere with bonding of pedestrian traffic coating.

2.9 RELATED MATERIALS

- A. Expansion-Joint-Filler Strips (033000.A22): ASTM D 1751, asphalt-saturated cellulosic fiber or W. R. Meadows; "Deck-O-Foam". Thickness shall be 1/2 inch, unless indicated otherwise.
- B. Isolation-Joint-Filler Strips: Provide 30# asphalt saturated felt.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  - 1. Types I and II, nonload bearing and Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete. Bonding adhesives must be compatible with repair mortars and primer.
- E. Stair Nosing: Provide Wooster Products, Inc.; "Supergrit" nosing with extruded aluminum base and 5 abrasive strips fillers. Provide in continuous lengths and in width to match existing stair nosings.
- F. Steel Reinforcement Primer: Provide "SikaTop ArmaTec 110 EpoCem". Comparable products will be considered.
- G. Hand-Applied Repair Mortar: Provide "SikaTop 122 Plus", trowel-grade mortar with rust inhibitor for vertical and horizontal applications. Comparable products will be considered.
- H. Formed Repair Mortars: Provide "SikaTop 111 Plus" or "Sikacrete 211" with rust inhibitor. Comparable products will be considered.

2.10 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 15 percent.
  - 2. Silica Fume: 10 percent.



- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 to 0.30 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

## 2.11 CONCRETE MIXTURES

- A. All Concrete except as noted hereinafter: Normal-weight concrete.
  1. Minimum Compressive Strength: 4500 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.45.
  3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture.
  4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
  5. Fiber Reinforcement - Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.5 lb/cu. yd.
- B. Slabs and Stairs on-Grade: Proportion normal-weight concrete mixture as follows:
  1. Minimum Compressive Strength: 4500 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.45.
  3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture.
  4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
  5. Fiber Reinforcement - Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.5 lb/cu. yd.
- C. Columns: Normal-weight concrete.
  1. Minimum Compressive Strength: 4500 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.45.
  3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture.
  4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/8-inch nominal maximum aggregate size.

## 2.12 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades surfaces for compliance with requirements for dimensional, grading, and elevation tolerances. In areas where slabs-on-grade (walkways) and stairs-on-grade have been demolished and removed, fill depressions and prepare exposed subgrade to receive granular base course/drainage fill.
  1. Under slabs-on-grade (walkways) and stairs-on-grade, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material to a density equal to adjacent original ground.

### 3.2 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
  - 1. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
  - 2. Limit deflection of form-facing panels to not exceed ACI 303.1 requirements.
  - 3. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
    - a. Class A, 1/8 inch for smooth-formed finished surfaces.
  - 4. Construct forms tight enough to prevent loss of concrete mortar.
  - 5. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
    - a. Kerf wood rustications, drip edges, recesses, and the like, for easy removal.
  - 6. Do not use rust-stained steel form-facing material.
  - 7. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.3 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.4 REMOVING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 75 percent of its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Concrete Column Formwork Removal
  - 1. Remove column forms in accordance with manufacturer's instructions for concrete mix indicated.
    - a. Adhesion of concrete to form increases over time. Subject to compliance with concrete mix requirements and manufacturer's recommendations, remove formwork a minimum of 24 hours and a maximum of 5 days after placing concrete.
  - 2. Prevent damage to concrete from form removal.

### 3.5 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
  - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

### 3.6 GRANULAR BASE COURSE / DRAINAGE FILL

- A. Proof-roll prepared subbase surface below concrete sidewalks on grade to identify soft pockets and areas of excess yielding. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch.
- B. Granular Base Course / Drainage Fill Course: Cover exposed subgrade with not less than 4 inches of granular fill material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 1/2 inch.

1. Compaction Requirements: Compact to within 95 percent maximum density in accordance with ASTM C 698, Standard Proctor compaction, at workable moisture content.

### 3.7 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  1. Install mechanical splice couplers in accordance with manufacturer's instructions.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

### 3.8 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install construction joints true to line, with faces perpendicular to surface plane of cast-in-place concrete, so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
  1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  2. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
  3. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  4. At Load Transfer Joints: Provide one of the following:
    - a. One #4 by 12 inch long smooth dowel. Space dowels at 24 inches on center, unless otherwise indicated.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  1. Provide either grooved joints or sawn joints as necessary to match existing joints in sidewalks.
    - a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
    - b. Sawn Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks. Begin saw cutting of joint no later than 12 hours after finishing.
  2. Where joints are not specifically indicated, space joints at 10 feet on center and at a maximum aspect ratio of 1.5 to 1 (area not to exceed 100 sq ft.).
- D. Expansion and Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as stairs, column pedestals, foundation walls, grade beams, and other locations, as indicated.
  1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
  2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
  3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.9 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed. Moisten subbase for sidewalks and stairs on-grade to provide a uniform dampened condition at time concrete is placed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless water was withheld at batch plant, amount withheld was documented in writing and adding withheld water is acceptable to Engineer.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate. Do not permit vibrators to contact forms.
- D. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drain as indicated.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Concrete Column Placement: Comply with manufacturer's requirements and as follows:
  - 1. Do not place concrete if column forms are wet.
  - 2. Apply form release coating to interior surface.
  - 3. Place concrete at pour rate in accordance with manufacturer's instructions.
  - 4. Do not touch interior surface of forms with vibrator.
  - 5. Do not vibrate concrete from exterior of forms.

### 3.10 FINISHING CONCRETE SURFACES

- A. Smooth-Formed Finish (033000.A16): As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. For concrete exposed to view, fins and other projections shall be removed flush with adjacent surface of concrete. Rub exposed-to-view sides of elevated walkways and elevated stairs.
- B. Sidewalk and Stair Finish: Rub exposed-to-view sides of stairs. Traffic surface to be non-slip medium textured broom finish.
- C. Elevated Walkway Finish: Rub exposed-to-view sides of walkway slabs. Walking surface to be light broom finish.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.11 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Stair Nosings: Cast in stair nosings according to nosing manufacturer's instructions.

### 3.12 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating anti-spall treatment and pedestrian traffic coating.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.13 LIQUID TREATMENT APPLICATION

- A. Penetrating Liquid Floor Treatment: Prepare, uniformly apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions. Provide test application of 25 square feet to confirm application rate and desired aesthetic. Confirm Engineer's acceptance prior to commencing remainder of application.
  - 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs. Do not apply to concrete that is less than 14 to 28 days' old as recommended by manufacturer.

### 3.14 JOINT FILLING

- A. Prepare, clean, and install joint filler according to sealant manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

### 3.15 CONCRETE SURFACE REPAIRS

- A. Repairing / Patching Existing Concrete to Remain: Use concrete patching/repair materials specified. Prepare surface and apply patching/repair materials in accordance with manufacturer's recommendations, and as follows:
  - 1. Remove loose concrete, decontaminate and prepare surfaces to receive patching/repair materials.
  - 2. Conduct test area, in presence of Engineer to determine effectiveness of decontamination and surface preparation. Document results. Revise methods when results are unsatisfactory.

3. Clean any existing exposed steel reinforcement in area to receive patching/repairs of rust, and primer steel reinforcement with specified primer.
  4. Apply scrub coat of patching/repair mortar and before scrub coat dries, apply patch/repair mortar.
  5. Texture patch/repair to match existing adjacent concrete. Patch/repair area shall be flush with adjacent surfaces.
- B. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- C. Repairing Formed Surfaces: Surface defects include texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Remove loose and spalling concrete back to sound concrete.
1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with appropriate concrete repair material before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template. Remove loose and spalling concrete back to sound concrete.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with appropriate concrete repair material. Finish repaired areas to blend into adjacent concrete.
  4. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with concrete repair material. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with repair material and apply bonding agent. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  5. Repair random cracks and single holes 1 inch or less in diameter with appropriate concrete repair material. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place repair material before bonding agent has dried. Compact and finish to match adjacent concrete. Keep area continuously moist for 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and repair material.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

### 3.16 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections: In addition to requirements on Drawings, provide the following:
1. Verification of concrete strength before removal of shores and forms from beams, columns and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Compression Test Specimens: ASTM C 31/C 31M.

- a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
- b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
5. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days, hold one set of two laboratory-cured specimens for 56 days and test at Engineer's request.
  - a. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
6. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
8. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
9. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
10. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

**END OF SECTION 033000**

## SECTION 055213 - PIPE AND TUBE RAILINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Shop-fabricated steel railing/guardrail system (055213.A01).
  - 2. Shop-fabricated wall-mounted steel handrails (055213.A01).
- B. Related Sections:
  - 1. Section 012300 "Alternates" for alternates effecting work of this Section.

#### 1.2 COORDINATION

- A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- B. Schedule installation so wall attachments are made only to completed walkways and stairs. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Railing brackets.
  - 2. Grout and anchoring cement.
- B. Shop Drawings: For each railing and handrail type, including plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: Design guardrails, railings and attachments, including comprehensive engineering analysis by a qualified engineer registered in the state where project is located using performance requirements set forth in the 2012 International Building Code and design criteria indicated. Analysis data shall be signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- D. Evaluation Reports: For post-installed anchors, from ICC-ES.

#### 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

#### 1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.



## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, to design guardrails and railings, including attachment to building construction.
- B. Structural Performance: Guardrails and railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
    - b. Infill load and other loads need not be assumed to act concurrently.

### 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
  - 1. Provide type of bracket with predrilled hole for exposed bolt anchorage and that provides 1-1/2-inch clearance from inside face of handrail to finished wall surface

### 2.3 STEEL AND IRON

- A. General: Provide tube or pipe as determined from fabricator's engineering design.
- B. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- C. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- D. Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 1. Pickets shall be solid ½ inch diameter, unless a larger diameter is required by structural loads.

### 2.4 FASTENERS

- A. General: Provide the following:
  - 1. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
  - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
- D. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
  - 1. Material: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

## 2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for exterior applications.
- F. Anchoring Cement: Factory-packaged, water-resistant, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.

## 2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
  - 1. Provide smooth surfaces and edges.
  - 2. Provide exposed surfaces free of seams to maximum extent possible.
  - 3. Remove blemishes by filling or grinding or by welding and grinding, before cleaning, treating, and shop priming.
  - 4. Vent holes used to relieve pressure from welding shall be located such to prevent water intrusion.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate. Weep holes shall be located such to prevent water intrusion.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
  - 5. Welds shall be completely sanded with minimal undercutting and pinholes, comply with NOMMA "Finish #2" guidelines and as follows:
    - a. Provide continuous welds of uniform size and profile.
    - b. Welds flush to adjacent surfaces within tolerance of plus 1/16 inch, minus zero inch.
    - c. Make fillet welds for of uniform size and profile with exposed face smooth and slightly concave.
- I. Form Changes in Direction as Follows:
  - 1. Mitered, unless detailed otherwise.
- J. Close exposed ends of railing members with prefabricated end fittings.

- K. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- L. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- M. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

## 2.7 STEEL AND IRON FINISHES

- A. Galvanized Railings:
  1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
  2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
  3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
  4. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
  5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### 3.2 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

### 3.3 ANCHORING POSTS

- A. Anchor posts at edges of elevated walkways by welding posts to anchoring plate and bolting plate to edge of concrete walkway as indicated.

- B. Connect railing posts to concrete stairs, sidewalks and elevated walkways by setting posts into core-drilled holes, 5 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions. Leave anchorage joint exposed with 1/4-inch buildup, sloped away from post.

3.4 ATTACHING RAILINGS

- A. Attach railings to wall with wall brackets. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- B. Secure wall brackets and railing end flanges to building construction as follows:
  - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
  - 2. For hollow masonry anchorage, use toggle bolts.

3.5 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

3.6 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

**END OF SECTION 055213**

## SECTION 071800 - TRAFFIC COATINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes traffic coatings for the following applications:
  - 1. Pedestrian traffic.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for unit prices relating to work of this Section.
  - 2. Section 012300 "Alternates" for those alternates effecting work of this Section.
  - 3. Section 033000 "Cast-in-Place Concrete" for clear penetrating anti-spalling treatment applied on concrete surfaces.

#### 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site, concurrently with concrete preinstallation conference.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include installation instructions and details, material descriptions, dry or wet film thickness requirements, and finish.
- B. Shop Drawings: For traffic coatings.
  - 1. Include details for treating substrate joints and cracks, flashings, deck penetrations, and other termination conditions that are not included in manufacturer's product data.
- C. Samples for Initial Selection: For each type of exposed finish.
- D. Samples for Verification: For each type of exposed finish, prepared on rigid backing.
  - 1. Provide stepped Samples on backing to illustrate buildup of traffic coatings.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For manufacturer's warranty.
- C. Provide protection plan of surrounding areas and non-work surfaces.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For traffic coatings to include in maintenance manuals.
  - 1. Include recommendations for periodic inspections, cleaning, care, maintenance, and repair of traffic coatings.

#### 1.6 QUALITY ASSURANCE

- A. Applicator / Installer Qualifications: An entity that employs applicators / installers and supervisors who are trained and approved by manufacturer. Applicator / installer shall have a minimum of seven years continuous and successful experience, under the current company name, in application of specified products and systems on projects of similar size and scope.
- B. Field Sample:: Build field sample to set quality standards for materials and execution.
  - 1. Install at Project site or pre-selected area of work an area for field sample, as directed by Engineer.
    - a. Provide field sample of at least 100 square feet to include surface profile and preparation, sealant joint, crack handling, flashing, and juncture and termination details and allow for evaluation of slip resistance and appearance.

- b. Apply material in strict accordance with manufacturer's written application instructions to demonstrate surface preparation, joint and crack treatment, thickness, texture, color, and standard of workmanship.
- 2. Manufacturer's representative or designated representative will review technical aspects; surface preparation, and application.
- 3. Field sample will be standard for judging workmanship on remainder of Project.
- 4. Maintain field sample during construction for workmanship comparison.
- 5. Obtain Engineer's written approval of field sample before start of material application
- 6. Approval of field sample does not constitute approval of deviations from the Contract Documents contained in field sample unless Engineer specifically approves such deviations in writing.
- 7. Subject to compliance with requirements, approved field sample may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Apply traffic coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic coatings to damp or wet substrates, when temperatures are below 40 deg F, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
  - 1. Do not apply traffic coatings in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of substrate.
- B. Do not install traffic coating until items that penetrate membrane have been installed.

1.8 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace traffic coating that fails in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Adhesive or cohesive failures.
    - b. Abrasion or tearing failures.
    - c. Surface crazing or spalling.
    - d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
  - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide BASF Corporation, Master Builders Solutions; "MasterSeal Traffic 2000" polyurethane waterproofing, traffic bearing membrane system.
  - 1. Comparable products from other manufacturers, meeting specified requirements, will be considered when submitted to and accepted by Engineer prior to bidding.
- B. Source Limitations:
  - 1. Obtain traffic coatings from single source from single manufacturer.
  - 2. Obtain primary traffic-coating materials, including primers, from traffic-coating manufacturer. Obtain accessory materials including aggregates, sheet flashings, joint sealants, and substrate repair materials of types and from sources recommended in writing by primary material manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Material Compatibility: Provide primers; base coat, intermediate coat, and topcoat; and accessory materials that are compatible with one another and with substrate under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

## 2.3 TRAFFIC COATING

- A. System Description: Manufacturer's standard, fast-setting, traffic-bearing, seamless, high-solids-content, cold liquid-applied, elastomeric, water-resistant polyurethane membrane system with integral wearing surface for pedestrian traffic. System shall be very low odor and VOC compliant.
1. System shall include, but not be limited to: Primer, base coat, top coat, aggregate, sealant and reinforcing fabric.
- B. Performance Requirements: Provide material complying with the following minimum requirements:
1. Hardness (Basecoat): Shore A (60) per ASTM D 2240.
  2. Tensile strength (Basecoat): 750 psi (5.2 MPa) per ASTM D 412.
  3. Elongation (Basecoat): 500 percent per ASTM D 412.
  4. Tear strength (Basecoat): 74 PIT per ASTM D 1004.
  5. Weight loss (Basecoat): 16 percent. Max: 40.
  6. Tensile Strength (Topcoat): 3,000 psi (20.6MPa) per ASTM D 412.
  7. Elongation (Topcoat): 250 percent per ASTM D 412.
  8. Hardness (Topcoat): Shore D 92, per ASTM D 2240.
  9. Taber Abrasion Resistance (Topcoat): 82 mgms, per ASTM C 957. CS-17 Wheel, 1,000 gm load, 1,000 cycles.
- C. Components:
1. Primer: Liquid primer as recommended in writing for substrate and conditions by traffic-coating manufacturer.
  2. Base Coat: MasterSeal M200, a one component, moisture-curing polyurethane.
  3. Top Coat: MasterSeal TC 295: 2-component, aliphatic top coat with UV resistance.
  4. Aggregate: MasterSeal 941.
  5. Sealant: MasterSeal NP2, SL2, or CR195.
  6. Deep joint Sealant: MasterSeal NP2 or SL2.
  7. Reinforcing Fabric: MasterSeal 995.
- D. Color: As selected by Engineer from full range of traffic coating manufacturer's standard colors.
- E. Fire-Test-Response Characteristics: Provide traffic-coating materials with the fire-test-response characteristics as determined by testing identical products according to test method below for deck type and slopes indicated by an independent testing and inspecting agency that is acceptable to authorities having jurisdiction.
1. Class A roof covering according to ASTM E108.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, surface smoothness, and other conditions affecting performance of traffic-coating work.
- B. Verify that substrates are visibly dry and free of moisture.
1. Test for moisture content by method recommended in writing by traffic-coating manufacturer.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of traffic-coating work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.
1. Begin coating application only after substrate construction and penetrating work have been completed.
  2. Begin coating application only after minimum concrete-curing and -drying period recommended in writing by traffic-coating manufacturer has passed and after substrates are dry.
  3. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Clean and prepare substrates according to ASTM C1127 and manufacturer's written instructions to ensure substrates are dry, sound and free of dust, dirt, laitance, paints, oils, grease, curing compounds, or any other contaminants for traffic-coating application. Remove projections, fill voids, and seal joints if any, as recommended in writing by traffic-coating manufacturer.
- B. Priming: Unless manufacturer recommends in writing against priming, prime substrates according to manufacturer's written instructions.
  - 1. Limit priming to areas that will be covered by traffic-coating material on same day. Reprime areas exposed for more time than recommended by manufacturer.
- C. Schedule preparation work so dust and other contaminants from process do not fall on wet, newly coated surfaces.
- D. Mask adjoining surfaces not receiving traffic coatings to prevent overspray, spillage, leaking, and migration of coatings. Prevent traffic-coating materials from entering deck substrate penetrations and clogging weep holes and drains.
- E. Concrete Substrates: Mechanically abrade surface to a uniform profile acceptable to manufacturer, according to ASTM D4259. Abrade surface to profile equal to International Concrete Repair Institutes CSP 3. Do not acid etch.
  - 1. Remove grease, oil, paints, and other penetrating contaminants from concrete.
  - 2. Remove concrete fins, ridges, and other projections.
  - 3. Remove laitance, glaze, efflorescence, curing compounds, concrete hardeners, form-release agents, and other incompatible materials that might affect coating adhesion.
  - 4. Remove remaining loose material to provide a sound surface, and clean surfaces according to ASTM D4258.
  - 5. Patch holes and cracks in concrete slab with repair material approved by deck coating manufacturer before installation.
- F. Metal Surfaces:
  - 1. Remove dust, debris, and other contaminants from vent, drain pipe, and post penetrations; reglets and other metal surfaces. Clean surfaces to bright metal and prime with sealant primer. Provide cant with deep joint sealant to eliminate 90-degree angles.
  - 2. Detail cant with primer and base coat per manufacturer requirements prior to application of deck coating system.

### 3.3 TERMINATIONS AND PENETRATIONS

- A. Prepare vertical and horizontal surfaces at terminations and penetrations through traffic coatings and at expansion joints, drains, and sleeves according to ASTM C1127 and manufacturer's written instructions.
- B. Provide sealant cants at penetrations and at reinforced and nonreinforced, deck-to-wall butt joints.
- C. Terminate edges of deck-to-deck expansion joints with preparatory base-coat strip.
- D. Install sheet flashings at deck-to-wall expansion and dynamic joints, and bond to deck and wall substrates according to manufacturer's written recommendations.

### 3.4 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrates according to ASTM C1127 and manufacturer's written recommendations. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D4258.
  - 1. Comply with recommendations in ASTM C1193 for joint-sealant installation.
- B. Apply reinforcing strip in traffic-coating system where recommended in writing by traffic-coating manufacturer.



### 3.5 TRAFFIC-COATING APPLICATION

- A. Apply traffic coating according to ASTM C1127 and manufacturer's written instructions.
- B. Apply coats of specified compositions for each type of traffic coating at locations as indicated on Drawings.
- C. Start traffic-coating application in presence of manufacturer's technical representative.
- D. Apply 25-30 wet mils of basecoat. Allow basecoat to dry overnight.
- E. Apply 15-20 wet mils intermediate (same product as topcoat) topcoat.
- F. Immediately broadcast 16-30 rounded silica sand aggregate to refusal into wet topcoat.
- G. Remove excess sand and apply 15 wet mils of topcoat.
- H. Immediately broadcast 16-30 rounded silica sand aggregate at rate of 10 to 15 pounds per 100 square feet into wet topcoat, immediately backroll to encapsulate. Allow to cure.
- I. Apply traffic coatings to prepared wall terminations and vertical surfaces to height indicated; omit aggregate on vertical surfaces.
- J. Cure traffic coatings. Prevent contamination and damage during coating application and curing.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform the following field tests and inspections:
  - 1. Materials Testing:
    - a. Samples of material delivered to Project site shall be taken, identified, sealed, and certified in presence of Engineer and Contractor.
    - b. Testing agency shall perform tests for characteristics specified, using applicable referenced testing procedures.
    - c. Testing agency shall verify thickness of coatings during traffic-coating application for each 600 sq. ft. of installed traffic coating or part thereof.
- B. Final Traffic-Coating Inspection: Arrange for traffic-coating manufacturer's technical personnel to inspect membrane installation on completion.
  - 1. Notify Engineer or Owner 48 hours in advance of date and time of inspection.
- C. Waterproofing will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.7 PROTECTING AND CLEANING

- A. Protect traffic coatings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION 071800**

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Urethane joint sealants.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for unit prices relating to work of this Section.
  - 2. Section 012300 "Alternates" for those alternates effecting work of this Section.

#### 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site concurrently with concrete pre-installation conference.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- C. Field-Adhesion-Test Reports: For each sealant application tested.
- D. Sample Warranties: For special warranties.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using qualified sealant manufacturer's representative.

#### 1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
  - 1. Locate test joints on Project as directed by Engineer.
  - 2. Conduct field tests for each kind of sealant and joint substrate.
  - 3. Notify Engineer seven days in advance of dates and times when test joints will be erected.
  - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
    - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
      - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  - 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
  - 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.
- C. Keynote Designations: Refer to schedule at end of this Section for types and applicable substrates.
  - 1. Sealant: (079200.A01).
  - 2. Sealant with backer rod: (079200.A02).
  - 3. Tape Sealant (079200.A05).

2.2 URETHANE JOINT SEALANTS

- A. Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
- B. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.

2.3 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
  - 1. Primer all joints indicated to receive sealant.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
- B. Joint Priming: Prime joint substrates. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 10 tests for the first 500 feet of joint length for each kind of sealant and joint substrate.
    - b. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
    - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  - 3. Inspect tested joints and report on the following:
    - a. Whether sealants filled joint cavities and are free of voids.
    - b. Whether sealant dimensions and configurations comply with specified requirements.
    - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
  - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
  - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
  - 1. Joint Locations:
    - a. Expansion, isolation and contraction joints in cast-in-place concrete walkways and sidewalks.
    - b. Joints between stairs and walkways / sidewalks.
    - c. Joints between walkways / sidewalks and vertical construction such as buildings.
    - d. Joints between different materials listed above.
  - 2. Urethane Joint Sealant: Multicomponent, pourable/nonsag, traffic grade, Class 25 or Class 50
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

**END OF SECTION 079200**