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# PROJECT MANUAL

## DOCUMENTS AND SPECIFICATIONS

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### Monroe County Schools Tellico Plains Ag Building - Project 2015

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Prepared for:  
Monroe County Finance Department  
103 College Street  
Madisonville, Tennessee 37354

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MAIN STREET STUDIO  
ARCHITECTS



311 N. Main Street, Ste A  
Sweetwater, Tennessee 37874  
423.351.7900

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Issued: 08-15-15  
File No. MSS 1015  
Set No.

**DOCUMENT 00001**

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**GENERAL**

This Project Manual follows the CSI Master Format Document Identifying System and Cost Accounting Numbers.

Nonapplicable division and section references have been omitted.

Recipients of Bidding Documents must consult the Table of Contents to determine the full scope of the work involved and to ensure that all pages of the Project Manual and Drawings have been included.

Neither the Owner nor the A/E will be responsible for bids submitted that are based on incomplete Bidding Documents.

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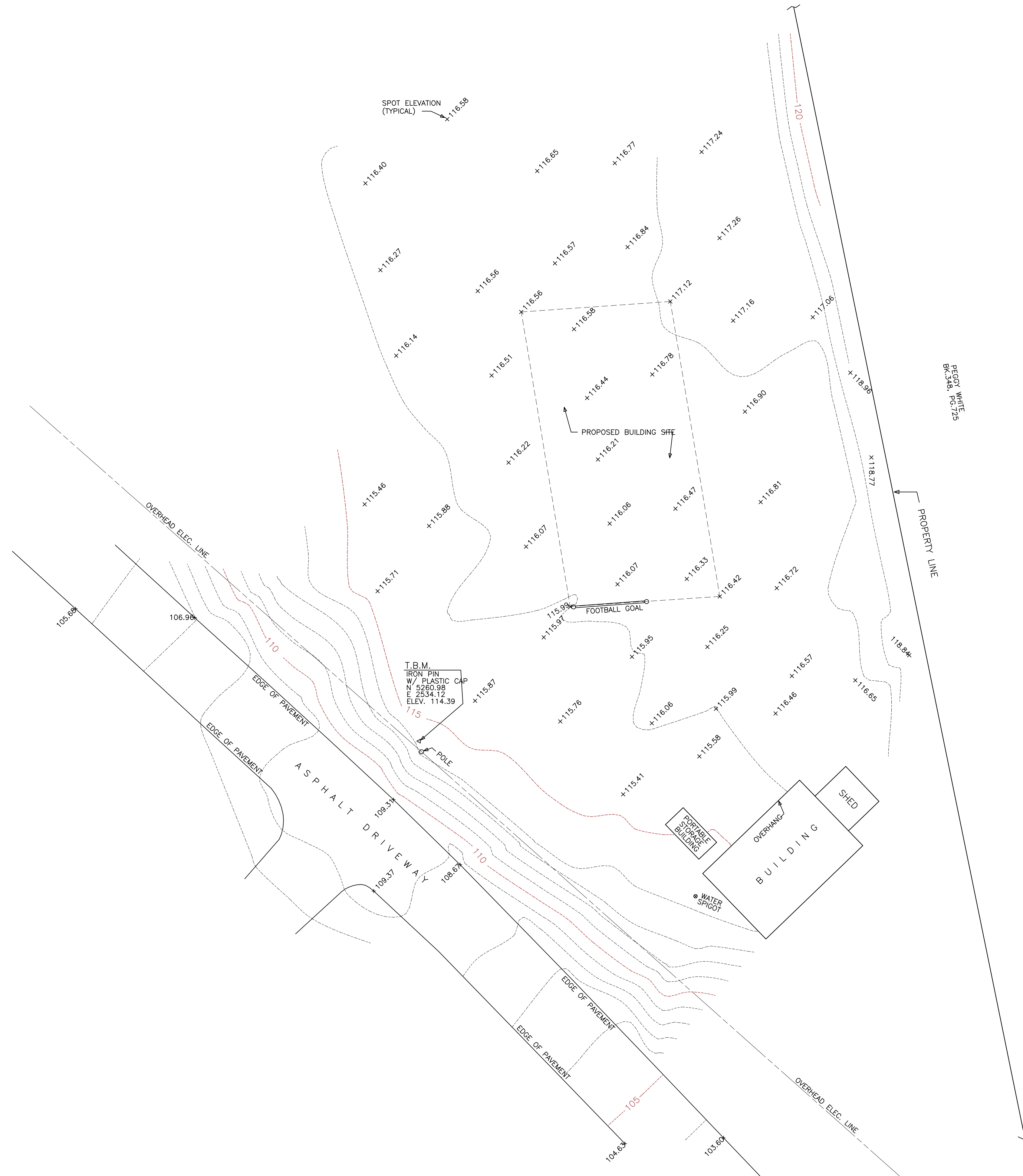
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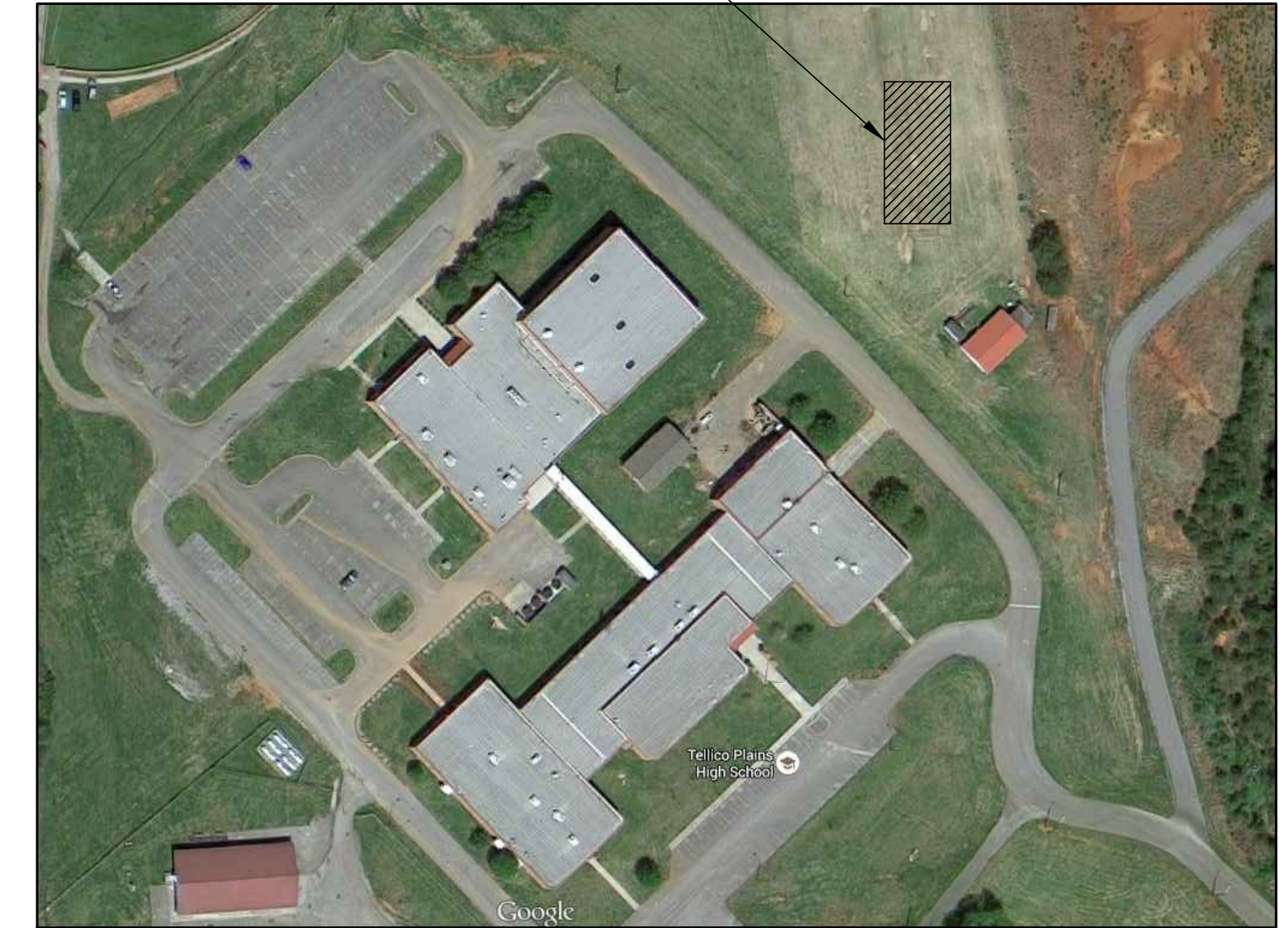
MAGNETIC NORTH  
TRUE NORTH  
TN. GRID NORTH

T.B.M.  
PK NAIL IN ASPHALT PAVEMENT  
N 5361.75  
E 2335.31  
ELEV. 100.00



- GENERAL NOTES:
- 1) HORIZONTAL COORDINATES AND ELEVATIONS ARE BASED UPON AN ASSUMED LOCAL DATUM.
  - 2) PER TOWN OF TELlico PLAINS UTILITY PERSONNEL, THERE ARE NO UTILITY MAIN LINES IN THE AREA LABELED "PROPOSED BUILDING SITE". HOWEVER, PRIOR TO ANY EXCAVATION OR CONSTRUCTION, CONTACT TENNESSEE ONE-CALL AND UTILITY COMPANIES. NO GUARANTEE IS EXPRESSED OR IMPLIED REGARDING THE LOCATION OF UNDERGROUND FEATURES NOT VISIBLE AT THE GROUND SURFACE.
  - 3) THIS PLAT DEPICTS EXISTING FEATURES ONLY.
  - 4) TOPOGRAPHIC CONTOUR LINES ARE SHOWN ON INTERVALS OF 1 FOOT.
  - 5) CONSULT WITH LOCAL PLANNING OFFICE REGARDING RESTRICTIONS OR REGULATIONS WHICH EFFECT THIS PROPERTY.

APPROXIMATE BUILDING LOCATION COORDINATE WITH SCHOOL FOR EXACT LOCATION

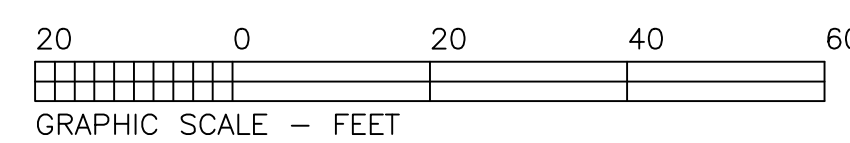


CONSTRUCTION SITE AREA IN RELATION TO TELlico PLAINS HIGH SCHOOL

T.B.M.  
IRON PIN  
W/ PLASTIC CAP  
N 5260.98  
E 2534.12  
ELEV. 114.39

**BALL & COFER**  
SURVEYING & ENGINEERING  
P.O. BOX 86 SWEETWATER, TN. 37874  
PHONE (423) 337-4055

I HEREBY CERTIFY THIS A CATEGORIC SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 110,000, OR BETTER, AS SHOWN HEREON.  
JAMES BRENT COFER  
SURVEYOR, TN REG. NO. 2679



THIS PLAT PREPARED FOR :  
MONROE COUNTY BOARD OF EDUCATION  
FOURTH CIVIL DISTRICT OF MONROE COUNTY, TN  
SCALE : 1" = 20' DATE : 04-30-15 DRAWING NO. JN1526  
SURVEYOR'S NOTES  
1) PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, REGULATIONS/RESTRICTIONS IN EFFECT AT THE TIME OF THIS SURVEY. NO RECORD INSTRUMENTS OF EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR (BRENT COFER), EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.  
2) THIS PLAT IS CERTIFIED FOR USE ONLY BY THE PARTWHOSE NAME IS SHOWN HEREON AND IS NOT TRANSFERABLE WITHOUT THE SURVEYOR'S WRITTEN CONSENT.  
3) DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN.

GENERAL NOTES

1.00 GENERAL

- 1.01 ALL CONSTRUCTION SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, 2006 EDITION (THE CODE) W/ THE LATEST GA AMENDMENTS. ALL REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST STANDARD OR CODE ADOPTED AND PUBLISHED.
- 1.02 DRAWINGS SHOW TYPICAL AND CERTAIN SPECIFIC CONDITIONS ONLY. FOR DETAILS NOT SPECIFICALLY SHOWN PROVIDE DETAILS SIMILAR TO THOSE SHOWN.
- 1.03 VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCY.
- 1.04 NOTIFY THE STRUCTURAL ENGINEER, IN WRITING, OF CONDITIONS ENCOUNTERED IN THE FIELD CONTRADICTORY TO THOSE SHOWN ON THE STRUCTURAL CONTRACT DOCUMENTS.
- 1.05 THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, TEMPORARY SUPPORTS, ETC. THE STRUCTURAL ELEMENTS ARE NOT STABLE UNTIL THE STRUCTURE IS COMPLETE.
- 1.06 COORDINATE STRUCTURAL CONTRACT DOCUMENTS WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND CIVIL. NOTIFY STRUCTURAL ENGINEER OF ANY CONFLICT AND/OR OMISSION. CONTRACTOR IS RESPONSIBLE FOR CORRECTING ERRORS RESULTING FROM LACK OF COORDINATION OF DOCUMENTS.
- 1.07 COORDINATE AND VERIFY FLOOR AND ROOF OPENING SIZES AND LOCATIONS WITH ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS. FOR ADDITIONAL OPENINGS, INSERTS, SLEEVES, CURBS, PADS, ETC. NOT SHOWN ON THE STRUCTURAL DRAWINGS SEE ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.
- 1.08 THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF DIMENSIONS SHOWN ON THE STRUCTURAL, ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCY BEFORE STARTING SHOP DRAWINGS OR ANY WORK. FOR DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS.
- 1.09 CONSTRUCTION AND ERECTION DRAWINGS ARE TO BE PROVIDED BY THE METAL BUILDING MFR. ALL DRAWINGS SHALL BE SIGNED AND SEALED BY A GEORGIA LICENSED ENGINEER. SHOP DRAWINGS SHALL BE AVAILABLE AT THE JOB SITE AT ALL TIMES. REVIEW OF SHOP DRAWINGS AND OTHER SUBMITTALS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. CONTRACTOR IS ALSO RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.
- 1.10 UNLESS NOTED OTHERWISE, TESTING AND INSPECTION SERVICES CALLED FOR SHALL BE PAID BY THE OWNER, AND ARE NOT PART OF THE BASIC DESIGN SERVICES OF THE STRUCTURAL ENGINEER.

2.00 SUPERIMPOSED DESIGN LOADS

- 2.01 ALL LOADS AND LOADING CONDITIONS ARE BASED ON ASCE 7-05, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES."
- 2.02 LIVE LOADS:  
ROOF LIVE LOAD ----- 20 PSF (REDUCIBLE)  
FLOOR LOAD ----- 100 PSF
- 2.03 DEAD LOADS:  
COLLATERAL ROOF LOAD----- 1 PSF
- 2.04 WIND LOADS:  
BASIC WIND SPEED ----- V=90MPH  
IMPORTANCE FACTOR ----- Iw=1.0
- 2.05 SEISMIC LOADS:  
SHORT PERIOD DESIGN SPECTRAL RESPONSE ACCEL. -- S<sub>0.5</sub>=0.47  
1 SECOND DESIGN SPECTRAL RESPONSE ACCEL. ----- S<sub>1</sub>=0.18  
SEISMIC USE GROUP ----- I 1  
SEISMIC SITE CLASS ----- C  
SEISMIC DESIGN CATEGORY ----- D  
IMPORTANCE FACTOR ----- I e = 1.0  
DESIGN METHOD: EQUIVALENT LATERAL FORCE PROCEDURE.

- 2.06 SNOW LOADS:  
GROUND SNOW LOAD ----- 10 PSF  
IMPORTANCE FACTOR ----- I s=1.0  
TERRAIN CATEGORY ----- B  
EXPOSURE ----- FULLY  
HEATING CONDITION ----- UNHEATED  
SURFACE CONDITION ----- UNOBSTRUCTED SLIPPERY  
ROOF SLOPE ----- SEE PLANS

3.00 FOUNDATIONS AND SLAB-ON-GROUND

- 3.01 THE DESIGN OF FOUNDATIONS, RETAINING WALLS AND SLAB ON GRADE IS BASED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 PSF. CONTRACTOR VERIFY W/ SOILS REPORT. CONTRACT TO ENSURE THAT BACK FILLED SOIL IS COMPACTED TO WITHIN 98% STANDARD PROCTOR IN ACCORDANCE W/ ASTM D 1557-70.
- 3.02 SIDES OF FOUNDATIONS SHALL BE FORMED UNLESS CONDITIONS PERMIT EARTH FORMING. FOUNDATIONS POURED AGAINST THE EARTH REQUIRE THE FOLLOWING PRECAUTIONS: SLOPE SIDES OF EXCAVATIONS AS APPROVED BY GEOTECHNICAL ENGINEER AND CLEAN UP SLOUGHING BEFORE AND DURING CONCRETE PLACEMENT.
- 3.03 WHERE FOOTING STEPS ARE NECESSARY, THEY SHALL BE NO STEEPER THAN ONE VERTICAL TO TWO HORIZONTAL, UNO.
- 3.04 UNLESS NOTED OTHERWISE, SLAB-ON-GRADE IS DESIGNATED ON FOOTING SCHEDULE AND IS REINFORCED WITH WWF IN FLAT SHEETS (ROLLS NOT PERMITTED) ON 4" OF CRUSHER RUN. SUPPORT MESH WITH CONCRETE BRICKS @ 3'-0" o/c EACH WAY IN THE TOP HALF OF THE SLAB. LAP MESH 3 CROSS WIRES AT SPLICES. STAGGER SPLICES. PROVIDE 6 MIL MINIMUM POLYETHYLENE VAPOR BARRIER BENEATH THE FLOOR SLAB WITH JOINTS LAPPED NOT LESS THAN 6 INCHES. PLACE HORIZONTAL CONTROL JOINTS WHERE INDICATED. LOCATE CONSTRUCTION JOINTS AT CONTROL JOINTS.
- 3.05 ALL FOOTINGS MUST BE A MINIMUM 1'-0" WIDE AND EXTEND A MINIMUM 1'-0" BELOW FINISHED EXTERIOR GRADE.

4.00 REINFORCED CONCRETE

- 4.01 ALL CONCRETE WORK SHALL CONFORM TO ACI 301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" AND TO CHAPTER 19 OF THE CODE. CONCRETE DESIGN IS BASED ON ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE." REINFORCING STEEL PLACEMENT SHALL BE INSPECTED IN ACCORDANCE WITH ACI 318 SECTION 1.3 BY THE FIELD STRUCTURAL ENGINEER, OR BY A REPRESENTATIVE RESPONSIBLE TO THEM. THESE INSPECTIONS ARE NOT INCLUDED INT HE BASIC SERVICES OF THE STRUCTURAL ENGINEER OF RECORD. CONCRETE PLACEMENT SHALL CONFORM TO ACI 304, "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE."
- 4.02 MATERIAL STANDARD SPECIFICATIONS:  
READY MIXED CONCRETE ----- ASTM C94 (NORMAL WEIGHT = 145 PCF U.N.O.)  
REINFORCING STEEL ----- ASTM A615 (F<sub>y</sub>=60 KSI) DEFORMED BARS  
TIE WIRE ----- ASTM A652  
WELDED WIRE FABRIC ----- ASTM A185 (FLAT SHEETS, NOT ROLLS)
- 4.03 UNLESS NOTED OTHERWISE, CONCRETE SHALL HAVE THE FOLLOWING MINIMUM 28 DAY STRENGTHS:  
FOUNDATIONS & WALLS ----- 3000 PSI  
SLAB-ON-GRADE ----- 3000 PSI
- 4.04 CONCRETE SHOULD NOT BE LOADED UNTIL IT HAS REACHED ITS DESIGN STRENGTH.
- 4.05 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.
- 4.06 THE AIR CONTENT IN ALL CONCRETE EXPOSED TO WEATHER, FROST IN SOIL OR FREEZE/THAW CYCLES SHALL BE BETWEEN 3% AND 6%, DO NOT USE AIR ENTERTAINMENT IN HIGH STRENGTH CONCRETE (6000 PSI OR GREATER).
- 4.07 NO CONCRETE SHALL BE POURED SUBJECT TO FREEZING CONDITIONS OR ON FROZEN GROUND.
- 4.08 COAT ALL SLABS WITH COMPOUND WITHIN 24 HOURS OF PLACING. PRODUCT USED SHALL CONFORM WITH ASTM C309 AND SHALL BE COMPATIBLE WITH ADHERED FINISHES. A DISSIPATING FORMULATION SHALL BE USED AT CEMENTITIOUS FINISHES. SUBMIT PRODUCT DATA TO THE ARCHITECT FOR REVIEW.
- 4.09 HORIZONTAL CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE INDICATED. THE LOCATION OF VERTICAL CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER. CONSTRUCTION JOINTS SHALL BE THOROUGHLY ROUGHENED BY MECHANICAL MEANS, AND CLEANED.
- 4.10 CHAMFER OR ROUND ALL EXPOSED CORNERS MINIMUM 3/4".
- 4.11 TIE ALL REINFORCING STEEL AND EMBODIMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCES DURING ALL CONSTRUCTION ACTIVITIES. STICKING DOWELS INTO WET CONCRETE IS NOT PERMITTED.
- 4.12 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE. SPLICE ONLY AS SHOWN OR APPROVED. STAGGER SPLICES WHERE POSSIBLE. USE TENSION SPLICE CLASS "B" OR CLASS "A" AS NOTED. DOWELS MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH TENSION SPLICES. UNLESS NOTED OTHERWISE LAP LENGTHS EXPRESSED IN NUMBER OF BAR DIAMETERS SHALL BE AS FOLLOWS:

REBAR TENSION LAPS (GIVEN IN NO. OF BAR DIAMETERS)								
CONC. TYPE	BAR SIZE	LAP CLASS	f <sub>c</sub> = 3000 psi		f <sub>c</sub> = 4000 psi		f <sub>c</sub> = 5000 psi	
			TOP BARS	OTHER BARS	TOP BARS	OTHER BARS	TOP BARS	OTHER BARS
NORMAL WEIGHT	< OR = #6	A	57	44	49	38	44	34
		B	74	57	64	49	57	44
	> OR = #7	A	71	55	62	47	55	42
		B	93	71	80	62	72	55

- 4.14 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE:

CONCRETE CAST AGAINST EARTH (NOT FORMED) -----	3"
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 BARS AND LARGER -----	2"
#5 BARS AND SMALLER -----	1 1/2"
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
SLABS AND WALLS -----	1"

- 4.15 DO NOT PLACE PIPES OR DUCTS EXCEEDING 1/4 OF THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
- 4.16 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER
- 4.17 FLOOR FINISH TOLERANCES FOR INTERIOR SLABS SHALL BE MEASURED IN ACCORDANCE WITH ACI 302.112 AND ASTM E 1155. MINIMUM FLATNESS VALUES SHALL BE AS FOLLOWS:  
SPECIFIED OVERALL VALUE (SOV) --- IF GREATER THAN OR EQUAL TO 20  
--- F 1 GREATER THAN OR EQUAL TO 15  
MINIMUM LOCAL VALUE (MLV) ----- IF GREATER THAN OR EQUAL TO 15  
--- F 1 GREATER THAN OR EQUAL TO 10
- 4.18 SLAB SURFACES SHALL BE SMOOTH AT INTERIORS AND BROOM FINISHED AT EXTERIOR WALKS
- 4.19 PROVIDE FOR AN ALLOWANCE OF 1% OF TOTAL REINFORCING STEEL FOR THE PROJECT TO BE FABRICATED, AND PLACE DURING PROGRESS OF WORK AS MAY BE DIRECTED BY THE ENGINEER, IN ADDITION TO REINFORCING STEEL INDICATED ON THE DRAWINGS.
- 4.20 THE RESULTS OF ALL CONCRETE STRENGTH TESTS SHALL BE AVAILABLE ON SITE.

- 5.00 LIGHT GAUGE METAL FRAMING
- 5.01 THESE PROVISIONS APPLY TO FRAMING THAT DOES NOT RESIST GRAVITY OR WIND LOADS.
- 5.02 UNLESS NOTED OTHERWISE, LIGHT GAUGE METAL FRAMING SHALL COMPLY WITH ASTM C645, A568, AND A446. ALL MEMBERS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM, A525, OR ALUMINUM/ZINC COATED IN ACCORDANCE WITH ASTM A792.
- 5.03 ALL INTERIOR WALLS, U.N.O. SHALL BE 3-1/2", 25 GA. METAL STUDS AT 16"o/c FOR A MAXIMUM WALL HEIGHT OF 15', U.N.O., USE 6", 20 GA. METAL STUDS @ 24"o/c FOR A MAXIMUM WALL HEIGHT OF 26', PROVIDE TRACK WITH SAME GAUGE, TYP.
- 6.00 METAL BUILDING
- 6.01 METAL BUILDING MANUFACTURER SHALL BE RESPONSIBLE FOR STRUCTURAL DESIGN OF THE SUPERSTRUCTURE. METAL BUILDING DESIGN SHALL INCLUDE DESIGN OF COLUMNS, RAFTERS, FLOOR FRAMING, PURLINS, GIRTS, AND BUILDING LATERAL LOAD RESISTING SYSTEMS. THE LATERAL LOAD BRACING SHOULD BE CAPABLE OF RESISTING WIND & SEISMIC LOADS PER THE CURRENT CODE. INCLUDE THE WEIGHT OF ALL EQUIPMENT, ARCHITECTURAL VENEERS & INTERIOR FINISHES IN SEISMIC CALCULATIONS.
- 6.02 METAL BUILDING DESIGN SHALL BE BASED ON CODES AND DESIGN CRITERIA INDICATED IN SECTIONS 1.00 & 2.00 OF GENERAL NOTES AND ELSEWHERE ON DRAWINGS.
- 6.03 ALL METAL BUILDING COMPONENTS SHALL CONFORM TO METAL BUILDING MANUFACTURER ASSOCIATION STANDARDS.
- 6.04 FABRICATION SHOP DRAWINGS AND ERECTION DRAWINGS ARE TO BE PROVIDED BY THE METAL BUILDING MFR. ALL DRAWINGS SHALL BE SIGNED AND SEALED BY A LICENSED ENGINEER, REGISTERED IN THE PROJECT STATE, WHO HAS "INTIMATE INVOLVEMENT" IN THE DESIGN OF THE STRUCTURE. A STAMP BY A THIRD-PARTY ENGINEER WHO DID NOT DESIGN THE BUILDING WILL NOT BE ACCEPTED. SHOP DRAWINGS SHALL BE AVAILABLE AT THE JOB SITE AT ALL TIMES. REVIEW OF SHOP DRAWINGS AND OTHER SUBMITTALS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS.
- 6.05 PER GEORGIA STATE LAW AND PER THE REQUIREMENTS ON THE SCHEDULE OF SPECIAL INSPECTIONS OF THIS PROJECT, THE METAL BUILDING SUPPLIER MUST SUBMIT ITS CERTIFICATE OF AUTHORIZATION TO PROVIDE ENGINEERING SERVICES. THE CERTIFICATE MUST BE APPROVED BY THE STRUCTURAL ENGINEER OF RECORD BEFORE ENGINEERING OR FABRICATION COMMENCES.
- 6.06 DEFLECTION LIMITS:  
FRAME DRIFT ----- H/240  
PURLINS ----- L/180  
GIRTS ----- L/180

**GRUBB**  
ENGINEERING SERVICES

DESIGN COMMERCIAL & RESIDENTIAL INSPECTIONS CONSULTING  
2260 Northwest Parkway  
Suite H  
Marietta, GA 30067  
(678) 457-6347

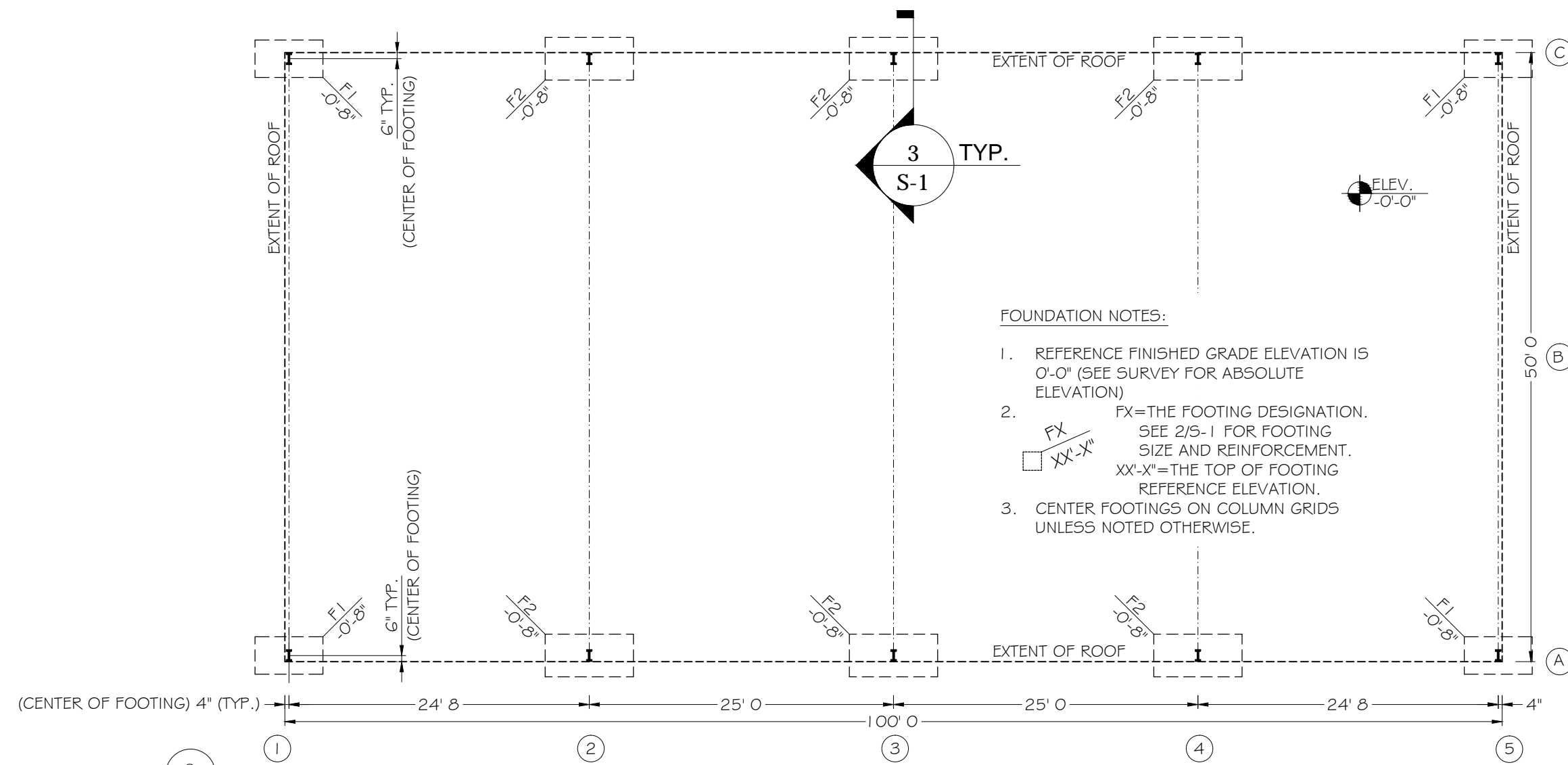
PAVILION FOUNDATION  
TELLICO PLAINS H.S.  
TELLICO PLAINS  
TENNESSEE

PRINCIPAL ENGINEER: CG  
DRAWN BY: JM  
SCALE: N.T.S.  
DATE: 4/8/15

TITLE  
**GENERAL NOTES**

DRAWING NUMBER  
**S-0**

**PAVILION FOUNDATION  
 TELlico PLAINS H.S.**  
 TELlico PLAINS  
 TENNESSEE

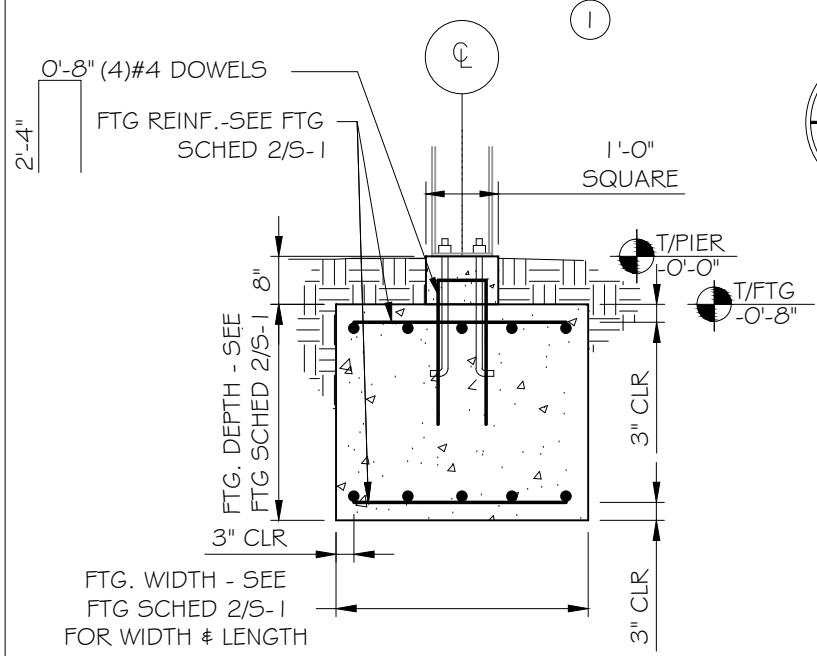


- FOUNDATION NOTES:**
1. REFERENCE FINISHED GRADE ELEVATION IS 0'-0" (SEE SURVEY FOR ABSOLUTE ELEVATION)
  2.  $\frac{FX}{XX'-X''}$  FX=THE FOOTING DESIGNATION. SEE 2/S-1 FOR FOOTING SIZE AND REINFORCEMENT. XX'-X''=THE TOP OF FOOTING REFERENCE ELEVATION.
  3. CENTER FOOTINGS ON COLUMN GRIDS UNLESS NOTED OTHERWISE.

**1 FOUNDATION PLAN**  
 SCALE: SCALE: 3/32"=1'-0"

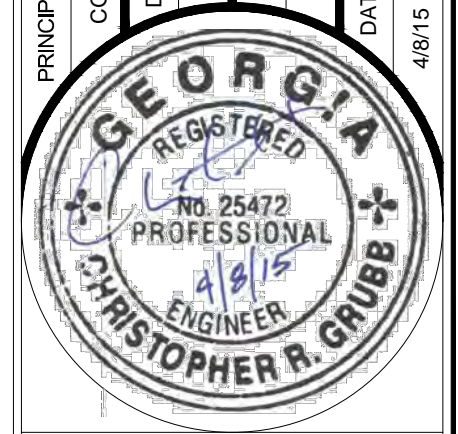
TYPE	SPREAD FOOTING SIZE				REINFORCING
	LENGTH	WIDTH	THICKNESS	A.B. EMBED	TOP & BOTTOM
F1	5'-7"	3'-1"	2'-6"	21"	(6) #5 SHORT (4) #5 LONG
F2	7'-3"	3'-6"	3'-0"	21"	(7) #5 SHORT (5) #5 LONG

**2 FOOTING SCHEDULE**  
 SCALE: SCALE: N/A



**3 FOUNDATION DETAIL**  
 SCALE: SCALE: 3/8"=1'-0"

PRINCIPAL ENGINEER	CG	DRAWN BY	JM	SCALE	N.T.S.	DATE	4/8/15
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TITLE	FOUNDATION PLAN
DRAWING NUMBER	S-1

**DOCUMENT 00009**

**REQUEST FOR BIDDER INFORMATION**

Questions regarding the project or the Bid Documents must be in writing as required by the Instruction to Bidders. Questions must be written on this form and sent by fax or mail to the address or fax number listed below. Upon timely receipt, if appropriate, an Addendum will then be issued to all persons who have received Bid Documents from the Owner.

Main Street Studio Architects, LLC  
311 N. Main Street, Suite A  
Sweetwater, TN 37874  
Attn: Sam Moser, RA  
Fax Number: (423) 351-7888

***MONROE COUNTY SCHOOLS - BUILDING PROJECTS 2015***  
***TELLICO PLAINS AG BUILDING***  
***PROJECT NUMBER: MSS 1015***

BID DATE: \_\_\_\_\_

From: \_\_\_\_\_

Company: \_\_\_\_\_

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

SPECIFY PROJECT: \_\_\_\_\_

CLARIFICATION IS NEEDED FOR THE FOLLOWING ITEMS:  
(List Specification Section, Paragraph, Drawing Number and/or Detail Number)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Questions must be received by 12:00 noon Wednesday 24th, 2015 .**

END OF DOCUMENT

**DOCUMENT 00030**

**INVITATION TO BID INVITATION TO BID**

Invited sealed bids will be accepted for the following project.

**TELLICO PLAINS HIGH SCHOOL – Agriculture Pavilion  
9180 HIGHWAY 68  
TELLICO PLAINS, TENNESSEE 37385**

Project scope shall consist of providing all materials and labor to erect an open 50'-0" x 100'-0" pre-engineered metal building pavilion as specified within the construction documents and placed on adjacent site to existing Tellico Plains High School.

Bids will be received by Monroe County Finance Department, at 103 College Street, South, J.P. Kennedy Building - Board Room, until **10:00 PM, Local Time, on Thursday, August 27<sup>th</sup>, 2015** and then at said time publicly opened and read aloud.

The Instructions to Bidders, Form of Agreement, Drawings, Specifications, and Forms of Bid Bond and of Performance and Payment Bonds, and other bidding instruments may be examined at:

**Monroe County Financing Department**

103 College Street  
Madisonville, Tennessee 37354

**The Dodge Project Center**

<http://fwdodge.com>

**Builders' Exchange**

300 Clark Avenue  
Knoxville, Tennessee 37921

**FULL SET** Copies may be obtained at **ACS Document Imaging, Craig Walker (contact)**, located at **201 Center Park Drive, Knoxville, Tennessee 37922** phone number is **865-675-3020**. **NO PARTIAL SETS WILL BE ALLOWED. NO REFUNDS WILL BE ISSUED.**

The Owner reserves the right to waive any informality and to reject any or all bids.

All Bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976 (TCA Title 62, Chapter 6). No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a quotation of that part of his classification applying to the bid. All bids must be made out on the Bid Form provided with the contract documents.

With this bid, each Bidder must deposit security in the amount of five percent (5%) of the amount of the bid, subject to the conditions stated in the Instructions to Bidders.

No Bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Libby Hicks  
Monroe County Director of Finance

END OF DOCUMENT



**DOCUMENT 00031**

**BID ENVELOPE**

**Monroe County Schools – Building Projects 2015 – Tellico Plains Ag Building**

**THIS FORM MUST BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID. NO BID WILL BE CONSIDERED IF THIS FORM IS INCOMPLETE OR NOT ATTACHED TO THE OUTSIDE OF THE BID ENVELOPE.**

**PART 1  
ALL BIDDERS MUST COMPLETE**

<b>TO:</b>	Monroe County Schools
<b>DATE:</b>	Thursday, August 27th, 2015
<b>TIME:</b>	10:00 AM, Local Time
<b>LOCATION:</b>	Monroe County Boardroom, J.P. Kennedy Building, 103 College Street, Madisonville, TN 37354
<b>NAME OF BIDDER:</b>	
<b>ADDRESS OF BIDDER:</b>	
<b>LICENSE NO.:</b>	(If bidder is licensed in more than one classification that applies to the work being bid, include the license no., license classification and expiration date of license of all classifications.)
<b>LICENSE CLASSIFICATION OF BIDDER:</b>	
<b>EXPIRATION DATE:</b>	
<b>MONETARY LIMITS:</b>	

**PART 2**

**IF THE BID INVOLVES: (1) ELECTRICAL WORK, (2) PLUMBING WORK, (3) HEATING, VENTILATION OR AIR CONDITIONING, OR (4) MASONRY WORK, THE BIDDER MUST COMPLETE PART 2. IF NOT, MARK "SUBCONTRACTOR'S BID IS LESS THAN \$25,000" IN THE SPACE FOR ITEM (E) BELOW.**

<b>ELECTRICAL</b>	<b>PLUMBING</b>	<b>HVAC</b>	<b>MASONRY</b>
(A) Name of holding electrical license:	(A) Name of holding plumbing license:	(A) Name of holding HVAC license:	(A) Name of holding masonry license:
(B) License No. of Contractor holding electrical license:	(B) License No. of Contractor holding plumbing license:	(B) License No. of Contractor holding HVAC license:	(B) License No. of Contractor holding masonry license:
(C) License Classification and Limits:	(C) License Classification and Limits:	(C) License Classification and Limits:	(C) License Classification and Limits:
(D) Expiration date of electrical license:	(D) Expiration date of plumbing license:	(D) Expiration date of HVAC license:	(D) Expiration date of HVAC license:
(E) Subcontractor's bid is less than \$25,000:	(E) Subcontractor's bid is less than \$25,000:	(E) Subcontractor's bid is less than \$25,000:	(E) Subcontractor's bid is less than \$25,000:

**DOCUMENT 00100  
(00 21 13)  
INSTRUCTIONS TO BIDDERS**

"Instructions to Bidders", AIA Document A701 (1997 edition) will be the form used for this project.

**DOCUMENT 00152  
(00 21 13)  
REVISIONS TO INSTRUCTIONS TO BIDDERS**

The "Instructions to Bidders," AIA Document A701, 1997 Edition, bound herein, is revised as follows:

1.10 Add the following subparagraph:

“A Major Sub-Bidder is a person or entity who submits a bid to a Bidder for the materials, equipment or labor for a portion of the work that equal or exceed 5% of the proposed contract sums.”

2.1.3 Add the following sentence:

“The Bidder has determined for himself the difficulties that such conditions will impose upon the performance of the Work and the effect of such conditions on the quantity of Work required. No adjustment to the contract sum will be made for conditions which can be determined by examining site and documents.”

2.1.4 Add the following new subparagraphs 2.1.5 and 2.1.6:

2.1.5 Bidders, by submitting a signed bid, declare that the Bidder complies with the President’s Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex, or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion, sex, or national origin. Bidders must also comply with Title M of the Civil Rights Act of 1964, the Anti-Kick Back Act, and the Contract Work Hour Standard Acts.

2.1.6 Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by any unlawful act of collusion with any other person or company that engages in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law.

3.2.2 A. Change: seven (7) days to five (5) days.

B. Add:  
Submit questions about bidding to:

Main Street Studio Architects, LLC  
311 N. Main Street, Suite A  
Sweetwater, TN 37874  
Telephone: (423) 351-7900  
Fax: (423) 351-7888  
Email: [sam.moser@mss-arch.net](mailto:sam.moser@mss-arch.net)

THE FORM TITLED SECTION 00153 AT THE END OF THIS SECTION MUST BE USED FOR SUBMITTING QUESTIONS TO THE ARCHITECT.

3.2.4 Add the following:

A pre-bid meeting will not be held. \_\_\_\_\_

3.4.3 Add the Following:

All questions must be submitted to the Architect on the form found at the end of this section. Questions must be received by 12:00 noon, Local Time on Friday, August 21st, 2015, in order to be analyzed for inclusion in an addendum. Questions received after this date will not be reviewed unless the question or information is reason to postpone the bid date.

4.1.1 Add the Following:

Telegraphic or electronically transmitted bids will not be accepted.

4.1.8 Add the Following:

Each completed bid shall consist of the following:

1. Bid Form
2. Bid Security
3. Non-Collusion Affidavit

4.3.1 Revise the first sentence as follows:

All copies of the bid form, the bid security, the Non-Collusion Affidavit of Prime Bidder, required to be submitted with the bid shall be enclosed in a sealed opaque envelope.

Revise the second sentence as follows:

Use Document 00031 at the end of the Invitation to Bid for submission of bids.

Add the following fourth sentence:

No bid will be opened unless the above information is shown on the outside of the sealed envelope.

No bid will be accepted unless a full-set of bidding instruments were obtained from the plans holder and payment made as required by the Invitation to Bid.

BID ENVELOPE COVER, SECTION 00031, TO BE USED.

4.4.2 Replace the last sentence with the following:

“Modifications to bid may be made as a monetary “add” or “deduct” only and shall be prominently marked on the face of the sealed Bid Envelope and shall be initialed by a representative of the bidder.

4.4.4 Delete in its entirety and add the following new subparagraphs 4.4.4 and 4.4.5:

Request to withdraw bid due to mistake must be in writing to the Loudon County Purchasing Department, delivered in person or postmarked certified or registered mail not later than twenty-four hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid. Request shall acknowledge that bidder intends to submit original work papers, documents and materials used in preparation of the bid that document the mistake, delivered in person or postmarked certified or registered mail within five working days following date of bid opening.

4.4.5 Bidder making such request will be removed from consideration for award of contract; and the Owner will consider whether forfeiture of Bid Security should be waived.

5.2.1 Add the following sentence:

“The Owner reserves the right to waive any informality.

Add the following new subparagraphs 5.2.2 and 5.2.3:

5.2.2 The Owner reserves the right to reject the bid of any Bidder that cannot show evidence of satisfactory completion of work of the type and size comparable to the work required in the Bid Documents. The Bidder, if requested, shall provide the Owner with a list of projects of the type and size comparable to the work.

5.2.3 The Owner reserves the right to reject the bid of any Bidder that cannot show evidence of financial qualifications to perform the work required in the Bid Documents. The Bidder, if requested, shall provide the Owner with a Financial Statement and other information that may be required to determine the financial qualifications.

5.3.1 Add the following:

If funds are available, the add alternates will be added to the project at the Owner’s discretion. The Owner shall have the right to negotiate the final contract sum with the apparent low bidder if the bids received exceed the funds available.

5.3.2 Omit in its entirety.

6.1.2 Add the following new subparagraph:

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, satisfactory evidence that the bidder has sufficient means and experience in the types of work called for to ensure satisfactory completion of the Contract. Such evidence shall consist of but not be limited to, an audited financial statement of current condition and a list of projects of similar size, complexity, type, scope and cost that the Bidder has successfully completed within the last five or more years, and the Bidder’s current work load.

9.1 Add the following Article 9:

The following are additional requirements of the Owner

- 9.2 Recycling: The Owner, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids:
- 9.2.1 Not include pages of unnecessary advertising
  - 9.2.2 Be made on both sides of each sheet of paper.
- 9.3 Conflict of Interest: The Contractor must have a “non-conflict of interest” affidavit on file prior to contract award.
- 9.4 Non-Collusion: The Contractor, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law.
- 9.5 Non-Discrimination: The Contractor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonable necessary to the normal operation of the contractor.
- 9.6 Bonding: The Contractor is advised that all bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies: Notice.
- 9.7 Acceptance: The Contractor shall hold their price firm and subject to acceptance by the Owner for a period of sixty working days from the date of the bid opening.
- 9.8 Electronic Transmission of Bids: The Owner’s Purchasing Division will not accept telegraphic or electronically transmitted bids.
- 9.9 Proof of Financial and Business Capability: Bidders must, upon the request of the Owner, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Owner will make the final determination as to the Bidder’s ability.
- 9.10 Vendor Default: The Owner reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, the Owner reserves the right to remove the vendor from the County’s bidders list for 24 months.
- 9.11 Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) Packet and to notify the Purchasing Division if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division not less than 72 hours prior to the time set for bid opening. This requirement also applies to specifications which are ambiguous.

- 9.12 Bid Delivery: The Owner requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box.
- 9.13 Signing of Bids: In order to be considered, all bids must be signed.
- 9.14 Use of Bid Forms: The Contractor is to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 9.15 Waiving of Informalities: The Owner reserves the right to waive minor informalities and technicalities when it is in the best interest of the Owner.

END OF DOCUMENT

**DOCUMENT 00312**  
**(00 41 00)**  
**BID FORM**

**MONROE COUNTY SCHOOLS – BUILDING PROJECTS 2015**  
**Tellico Plains Ag Building**

Date: Thursday, August 27<sup>th</sup>, 2015

Place: 103 College Street  
Madisonville, Tennessee 37354

Proposal of \_\_\_\_\_

(Hereinafter called "Bidder"), of \_\_\_\_\_  
(county and state)

doing business as \_\_\_\_\_  
[a corporation] [a partnership] [an individual]  
(STRIKE OUT INAPPLICABLE TERMS)

To: Monroe County Department Finance (hereinafter called  
"Owner") 103 College Street  
Madisonville, Tennessee 37354

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of the **Monroe County Schools Building Projects 2015**, having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project (including the availability of materials and labor), hereby proposes to furnish all labor, materials, and supplies to construct the project in accordance with the contract documents within the time set forth therein and at the price stated below. This price is to cover all expenses incurred in performing the work required under the bidding instruments, of which this proposal is a part.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the construction contract, the detailed specifications, and the drawings pertaining to the work to be done, all of which have been examined by the undersigned.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to complete the project fully within the number of consecutive calendar days thereafter as specified with the lump sum bid. The Bidder further agrees to pay, as liquidated damages, the sum of **\$100.00** for each consecutive calendar day that expires after the time specified for completion until the Project is fully complete.



**MONROE COUNTY SCHOOLS – BUILDING PROJECTS 2015**

**Tellico Plains Ag Building**

The Bidder hereby agrees that preference will be given to domestic construction material and further agrees to require subcontractors, materialmen, and suppliers also to give preference to domestic construction material.

The Bidder acknowledges receipt of the following addenda:

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

**MONROE COUNTY SCHOOLS – BUILDING PROJECTS 2015**

**Tellico Plains Ag Building**

**LUMP SUM BID:**

The Bidder agrees to furnish all, labor, materials, equipment and incidentals necessary for the construction, testing, and placing into operation of the:

**Monroe County Schools Building Projects 2015**, all in accordance with the drawings and specifications, for the lump sum amount of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

*The Lump Sum Bid shall include a Contingency Allowance of **\$ 1,500.00** to be used with written approval of owner.*

The project shall be fully completed with \_\_\_\_\_ days specified by general contractor.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within twenty (20) days and deliver a surety bond or bonds as stipulated in Paragraph 5.1. of the General Conditions. The bid security attached in the sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_ ) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

**CONTRACTOR:** \_\_\_\_\_

All the various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication, or appurtenant thereto, are to be performed by the Contractor.

Payment for work performed will be in accordance with the lump sum amount, subject to changes as provided for in the contract documents.

Changes required accommodating equipment as bid, whether specified or offered as equal, have been reflected in bid prices and shall not be subject to adjustment.

**MONROE COUNTY SCHOOLS – BUILDING PROJECTS 2015**  
**Tellico Plains Ag Building**

Respectfully submitted, \_\_\_\_\_

(SEAL - if bid is by a Corporation) \_\_\_\_\_

By: \_\_\_\_\_ (signed)

\_\_\_\_\_ (type or print name)

Title: \_\_\_\_\_

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

\_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00410  
(00 43 13)  
BID SECURITY FORM**

“Bid Bond,” AIA Document A310 (2010 Edition) will be the form used as the Bid Bond of this project.



# AIA Document A310™ – 2010

## 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)

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.

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.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Contractor as Principal) (Seal)

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

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Surety) (Seal)

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

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_  
of \_\_\_\_\_.

2. He is fully informed respecting the preparation and contents of his subcontract price and all pertinent circumstances respecting such pricing;

3. Neither the said Prime Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the Contract; and

4. The price or prices quoted in the attached Bid are fair and proper and are not tainted by an collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

My commission expires: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00482**

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

(TENNESSEE CODE ANNOTATED, SECTION 49-5-413)

I, \_\_\_\_\_, president or other principal office of  
\_\_\_\_\_, swear or affirm the Company is in compliance  
Name of Company

with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, at least to the extent  
required of governmental agencies.

\_\_\_\_\_  
President or Principal Owner

For: \_ Name of Company

STATE OF TENNESSEE COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

My commission expires: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00485  
(00 73 36)  
CERTIFICATION OF PRIME BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Number

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b) (30 FR 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the prime or subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report.

\_\_\_\_\_  
\_\_\_\_\_  
CERTIFICATION BY BIDDER

Bidder's Name: \_\_\_\_\_

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

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes \_\_\_\_\_ No \_\_\_\_\_
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_\_ No \_\_\_\_\_  
If YES, state what reports were filed and with what agency.
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes \_\_\_\_\_ No \_\_\_\_\_ None \_\_\_\_\_
4. If answer to Item 3 is "No," please explain in detail on reverse side of this certification.

\_\_\_\_\_  
\_\_\_\_\_  
Certification: The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law - U.S. Code, Title 18, Section 1001.)

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

END OF DOCUMENT



DOCUMENT 00486

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is \_\_\_\_\_ . I hold the principal office of \_\_\_\_\_ for \_\_\_\_\_ .  
(Name of Principal Office) (Name of Bidding Entity)

2. \_\_\_\_\_  
(Name of Bidding Entity)  
has submitted a bid to Monroe County Schools for construction of the Building Projects 2015.

3. \_\_\_\_\_ employs more than five (5) employees.  
(Name of Bidding Entity)

4. In accordance with Tenn. Code Ann. 50-9-113, this is to certify that \_\_\_\_\_ has in effect at the time of its submission  
(Name of Bidding Entity)

of a bid to perform the construction of the project identified above, a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.

5. This affidavit is made on personal knowledge.

Further the affiant saith not this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

END OF SECTION

**DOCUMENT 00487  
(00 73 33)  
CERTIFICATION OF PRIME BIDDER REGARDING  
NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certificate will be a violation of the Equal Opportunity clause in any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restroom and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 USC, Section 1001.

\_\_\_\_\_

(Date) (Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Official Address (including Zip Code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00511  
(00 52 00)  
AGREEMENT FORM**

"Standard Form of Agreement Between Owner and Contractor, Where the Basis of Payment is a Stipulated Sum," AIA Document A101 (2007 Edition) will be the form used as a contract for this project.

**DOCUMENT 00516**

**NOTICE TO PROCEED**

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

You are hereby notified to commence work on the **Monroe County Schools Building Projects 2015** in accordance with the Agreement dated **[Date]**, on **[Date]** and you are to substantially complete the work on or before **[Date]**.

\_\_\_\_\_  
Monroe County Department of Finance  
OWNER

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
CONTRACTOR

on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00610**  
**(00 61 00)**  
**BOND FORMS**

"Performance Bond and Payment Bond," AIA Document A312 (2010 Edition), will be the forms used as a Performance Bond and Payment Bond for this project.

The Performance and Payment Bonds shall be in the amount of 100% of the contract amount.



**AIA**<sup>®</sup>

# Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)*

**BOND**

Date:

*(Not earlier than Construction Contract date)*

Amount:

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name  
and Title:

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

Signature: \_\_\_\_\_

Name  
and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

SAMPLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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



§ 16 Modifications to this bond are as follows:

**SAMPLE**

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



**Payment Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)*

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

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

Signature: \_\_\_\_\_

Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 16 Definitions**

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

**SAMPLE**

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**DOCUMENT 00810**  
**(00 72 00)**  
**MODIFICATIONS TO GENERAL CONDITIONS**

The "General Conditions of the Contract for Construction," AIA Document A201, 2007 Edition, bound elsewhere, together with the Modifications to the General Conditions are a part of the construction documents as they apply to the work as a whole, and to each branch and to extra work. Application shall be determined by the A/E without further repetition of these provisions under the several trade specifications included herein.

The Contractor shall, before the award of the contract, report in writing to the A/E any discrepancies between the drawings and specifications and between each discipline of work. In the event of failure to report such discrepancies, the A/E's subsequent interpretation and decision as to intent and meaning shall be binding and final. The Contractor shall bear all cost.

The following are supplements made to each article where necessary:

1.2.4 Add the following:

Detail drawings by the A/E shall normally not be required during the time of construction since it is anticipated that the A/E's drawings shall be complete under single date and will not require supplements.

This does not relieve the A/E of the responsibility for making clear any construction problem by additional detail drawings. These additional detail drawings shall be considered as explanatory to the drawings and not indicating additional work.

Where work is fully detailed, only a portion of the drawings, the remainder being in outline, the drawn out work must be understood as applying to other like or similar places.

All necessary dimensions are given on the drawings and shall in all cases, except where discrepancy occurs, be followed exactly.

Figures and notes on the drawings, indicating dimensions, shall be used instead of scaling. No dimensions may be determined by scaling on any drawings less than 3" scale and these only where dimensions are not specifically given or implied.

2.2.5 Change the entire paragraph to read:

The Contractor will be furnished 3 copies of the drawings and specifications free of charge. Additional copies will be furnished by the A/E for the cost of reproduction and shipping.

3.1.4 Add the following paragraph:

The Contractor shall be EPA RRP Certified to perform work on the project as designed.

3.5.1 Add the following sentence:

Warranties shall apply for a period of one year from the date of the A/E's Certificate of Substantial Completion.

3.5.2 Add the following paragraph:

On completion of the work, the Contractor shall obtain certificates of compliance with approval or acceptance from all authorities having jurisdiction over the work and shall deliver these certificates in triplicate to the A/E. He shall also deliver official receipts of which the work under the contract is subject, which shall be deemed not to have reached completion until such certificates and receipts shall have been so obtained and delivered. If required by the A/E written guarantee will be furnished before final acceptance. The guarantee shall apply for a period of one year from the date of the A/E's Certificate of Substantial Completion.

3.9.1 Add the following sentence:

It is one of the purposes of the General Contractor's Superintendent to coordinate the different trades and to anticipate space requirements in advance of the actual work to avoid conflicts of these space requirements.

3.12.5 Add the following sentence:

Submit the required number of copies of the shop drawings and brochures, plus two additional copies of the mechanical and electrical shop drawings and brochures.

4.2.14 Add the following Paragraphs:

It is not incumbent upon the A/E to notify the Contractor to begin, cease or to resume work or to give early notice of the rejection of faulty materials or workmanship or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness to himself or of his subordinates.

If requested, the A/E will review in cooperation with the Contractor all points, grades, and levels necessary to locate the building and the Contractor shall be responsible for any mistake caused by their loss or disturbance. All stakes, nails, batterboards, etc., required shall be furnished and set by the Contractor.

7.1.4 Add the following paragraphs:

In the event that changes are ordered by the A/E as provided for in the contract and in the General Conditions to the Contract, the Contract price shall be adjusted, using as a basic cost the approved basic prices where such approved prices exist, or if no basic unit prices have been approved, the actual cost which is substantiated to the satisfaction of the A/E. In addition to the costs so determined, the Contractor shall be allowed overhead and profit for net additional work in accordance with the following policy.

Overhead and profit will be allowed on the net (not the gross) additional cost after deducting all credit terms. Hourly rates shall include the value of Workman's Compensation, Social Security and other standard benefits.

For changes resulting in net additional cost revise as follows: "by lump sum properly itemized on the form furnished by the A/E which shall show the actual verified cost of the work, plus ten percent overhead and five percent profit. If the work is performed by a subcontractor the general contractor is allowed an additional five percent".

Any change that results in a net omission shall be credited to the Owner at the actual cost without the addition of overhead and profit.

Change orders shall be presented to the A/E and approved by the Owner and A/E at least fifteen days prior to including the same in Contractor's estimate.

Alternates as described in the proposal and under the alternate division of this specification shall be considered. The award of the contract may be determined by the base proposal and/or combination of alternates. Alternates of negotiated credits may be reinstated at the original price during the time of construction if no change in material and labor already complete is affected and there has been no change in material and labor already complete is affected and there has been no change in the market value of material credited.

8.2.3 Add the following to the end of the sentence:

or pay liquidated damages to the Owner in the amount of **\$300.00 per calendar day**.

9.3.1 Add the following paragraphs:

Application for payments shall be submitted as one original and 2 copies - Total of 3 copies. Each copy shall be notarized.

When pay requests are received by the Owner before the close of business on the first of each month, the same will be paid no later than the tenth (10th) of that month. When pay requests are delayed to the Owner or held in the A/E's office, the Owner shall not be responsible to the Contractor for payment of pay requests until the twentieth (20th) of the month.

9.3.2 Add the following to the end of the paragraph:

Use the following for projects greater than \$500,000: Five percent (5%) retainage shall be withheld from each application for payment and deposited in a separate escrow account with a third party giving proper security until substantial completion. At that time, the retainage may be adjusted to reflect the value of the remaining work to be completed. Upon satisfactory completion of the contract according to the requirements of AIA, Document A101, all funds accumulated in the escrow account together with any interest will be paid to the Contractor. Interest due will be paid as outlined under Tennessee Code Annotated 66-11-144, "Portion of contract prices held in escrow".

9.8.4 Add the following clarifications for substantial completion:



Substantial completion shall be scheduled as a line item on the Contractor's Construction Schedule and shall be scheduled no more than 30 days from the contracted final completion date.

An inspection at the jobsite will be done by the A/E once the following items are received from the General Contractor:

1. A letter stating that the work is substantially complete.
2. Prepare a comprehensive list of items to be completed or corrected and a schedule of completion for each item.
3. Written certification that orientation and training for facility maintenance personnel is complete.
4. Provide complete operating and maintenance data binders prior to inspection.
5. Provide written certification that all local and state codes departments and the State Fire Marshal has inspected the project and approval has been issued by each department for the use and occupancy permit.
6. The Certificate of Substantial Completion will not be issued until all of the above items have been complete to the satisfaction of the A/E.

9.10.2 Add the following paragraph:

The Contractor shall not be eligible for the reduction of retainage below five percent (5%) until the total work is substantially complete as outlined in Article 9.8.1 and 9.8.4. The value of the retainage withheld shall never be less than twice the value of the work to be done. If the work is to be extended beyond 30 days after substantial completion, then a retainage of at least 5 percent plus the remaining work will be held until all work is complete before the final payment is approved.

9.10.5 Add the following clarifications for final completion and final inspection:

Final inspection shall be scheduled as a line item on the Contractor's Construction Schedule. The final inspection at the job site will be done by the A/E once the following items are received from the General Contractor:

1. A letter stating that a qualified person authorized by the General Contractor has fully reviewed the Contract Document and inspected the work and that they both agree.
2. A letter stating that the work is complete and in accordance with the Contract Documents and ready for final inspection.
3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
5. Operation of systems has been demonstrated to Owner's personnel.
6. Added any additional materials necessary to complete the operating and maintenance data binders, and be provided to the A/E before final inspection.
7. A letter stating that the Construction Record Documents are complete and be provided to the A/E before final inspection.

8. Work is complete and ready for final inspection.

11.1.2 Revise as follows:

The insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers Compensation
  - a. State: statutory
  - b. Applicable Federal: statutory
  - c. Employer's Liability: statutory
2. Comprehensive General Liability (including Premises Operations, Independent Contractors' Protective, and Broad Form Property Damage):
  - a. Bodily Injury:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
  - b. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Annual Aggregate
  - c. Property Damage Liability Insurance shall include coverage against explosion, collapse, and underground hazard.
3. Contractual Liability:
  - a. Bodily Injury:

\$500,000.00	Each Occurrence
--------------	-----------------
  - b. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Annual Aggregate
4. Personal Injury, with Employment Exclusion Deleted:

\$500,000.00	Annual Aggregate
--------------	------------------

5. Comprehensive Automobile Liability:

a. Bodily Injury:

\$1,000,000.00 Each Person

\$1,000,000.00 Each Occurrence

b. Property Damage:

\$500,000.00 Each Occurrence

6. Excess Umbrella Liability Coverage, with Contractor's Form:

a. \$1,000,000.00 Excess of above coverage – Each occurrence

b. \$2,000,000.00 Aggregate

11.3.1 Revise the first sentence as follows:

The Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof.

11.5.3 Add the following paragraph:

The Contractor will be required to execute and furnish bonds as stated in the specification in the amount of one hundred percent (100%) of the contract sum. This bond shall be executed by a surety company authorized to do business in the State where applicable, and shall in every way be satisfactory to the Owner.

13.5.1 Change the last sentence to read:

The Contractor shall bear costs of tests, inspections, or approvals which do not become requirements until after bids are received or negotiations concluded.

14.4.4 Add the following paragraph:

The Owner may terminate this contract at any time by a notice in writing from the Owner to the Contractor. If the Contractor is terminated by the Owner as provided herein, the Contractor will be paid an amount for services performed to date.

END OF DOCUMENT



**AIA**<sup>®</sup>

# Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

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

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

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SAMPLE

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

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

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

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

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

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

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

### **§ 1.3 CAPITALIZATION**

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

### **§ 1.4 INTERPRETATION**

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

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

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

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

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

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

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

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

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

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

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

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

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

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

### **§ 3.4 LABOR AND MATERIALS**

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

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

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

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

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

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

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

### **§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

### **§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,



but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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

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

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

### **§ 3.9 SUPERINTENDENT**

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

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

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

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

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### **§ 3.18 INDEMNIFICATION**

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

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

#### **ARTICLE 4 ARCHITECT**

##### **§ 4.1 GENERAL**

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

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

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

##### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

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

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

##### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

## **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

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

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

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

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

## **§ 5.3 SUBCONTRACTUAL RELATIONS**

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

## **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

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

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

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

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

### § 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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



§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

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

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

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

#### § 8.2 PROGRESS AND COMPLETION

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

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

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

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

### **§ 9.3 APPLICATIONS FOR PAYMENT**

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

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

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

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

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

#### § 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

#### **§ 9.7 FAILURE OF PAYMENT**

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

#### **§ 9.8 SUBSTANTIAL COMPLETION**

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

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

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

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

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

#### **§ 9.9 PARTIAL OCCUPANCY OR USE**

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

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

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

#### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

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

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

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

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

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

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

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

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

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

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

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

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

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

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

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

**§ 10.3 HAZARDOUS MATERIALS**

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

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

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

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

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

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

## § 10.4 EMERGENCIES

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

### § 11.2 OWNER'S LIABILITY INSURANCE

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

### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's



risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

### § 11.3.2 BOILER AND MACHINERY INSURANCE

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

### § 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## § 12.2 CORRECTION OF WORK

### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date of 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 12.4.

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

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

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

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

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

## § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

### § 13.6 INTEREST

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

### § 13.7 TIME LIMITS ON CLAIMS

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

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

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the schedule of 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 expense, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

### § 15.2 INITIAL DECISION

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

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

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

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

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

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

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

**§ 15.2.8** If a Claim relates to or is the subject of mechanics 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 Section 9.10.1, 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.

## SECTION 01010

### SUMMARY OF WORK

#### PART 1. GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Title of Work: Monroe County Schools – Building Projects 2015
- B. Type of Contract: Contract amount shall be lump sum agreement

##### 1.2 RELATED REQUIREMENTS

- A. Section 00511 – Agreement
- B. Section 00700 – General Conditions: Provisions for use of site, and Owner occupancy. Relations of Contractor-subcontractors.
- C. Section 00810 – Modifications to the General Conditions
- D. Section 00810 – Insurance Requirements

##### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

**TELLICO PLAINS HIGH SCHOOL – AG BUILDING  
9180 HIGHWAY 68  
TELLICO PLAINS, TENNESSEE 37385**

Project shall consist of the suppling of all materials and labor to construct the following structure;

50'-0" x 100'-0" x 16'-0" eave height (open shelter)

Bay Spacing shall be 25'-0"

12" I-beam columns and trusses

26 Ga Galvalume Sheeting for Roof (25 year warranty)

16 GA Purlins in Roof (8" x 2.5") on 48" spacing (with snow loading calculated and included)

14 GA eave struts

2 / 12 Roof Pitch

Cable Bracing in Roof

(4) Wind columns

Engineered Stamped drawings for the pre-engineered metal building components must be part of general contractor's lump sum pricing.

Foundation drawings have been provided as part of the construction documents.

##### 1.4 CONSTRUCTION SEQUENCE

- A. See drawings for general construction sequence of major project activities.

1.5 CONTRACTOR USE OF PREMISES

- A. Coordinate use of premises under direct supervision of the designated representative to the Owner and the A/E.
- B. Assume full responsibility for protection and safekeeping of products and materials stored on the site under this Contract.
- C. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- D. All materials removed during construction shall be properly disposed by the contractor.
- E. All construction performed while school is in session must be coordinated with the Loudon County School System.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

NOT USED

END OF SECTION

## SECTION 01019

### CONTRACT CONSIDERATIONS

#### PART 1. GENERAL

##### 1.1 SECTION INCLUDES

- A. Contingency allowance.
- B. Inspecting and testing allowances.
- C. Schedule of values.
- D. Application for payment.
- E. Change procedures.
- F. Defect assessment.

##### 1.2 CONTINGENCY ALLOWANCE

- A. Include in the Contract, a stipulated sum/price for use upon Owner's instruction. Refer to Document 00312 – Bid Form, for contingency amount per contract of \$ 1,500.00 (Ten thousand)  
-
- B. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from the Contingency Allowance only by Contingency Fund Change Request.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

##### 1.3 INSPECTING AND TESTING ALLOWANCES

- A. The Contractor will contract for and pay for testing.

##### 1.4 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet Contractor's standard form or electronic media printout will be considered.

- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify bonds and insurance, contingency.
- D. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Submit 3 copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Submit by the last day of each month. Payment will be made within 30 days.
- D. Include an updated construction progress schedule.

#### 1.6 CHANGE PROCEDURES

- A. The A/E will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, 1997 Edition.
- B. The A/E may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 5 days.
- C. The Contractor may propose changes by submitting a request for information (RFI) to the A/E, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01302 – Submittals and Substitutions.
- D. Construction Change Directive: A/E may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

- E. Execution of Change Orders: A/E will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the A/E and Owner, it is not practical to remove and replace the Work, the A/E and Owner will direct an appropriate remedy or adjust payment.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

NOT USED

END OF SECTION

## SECTION 01027

### APPLICATIONS FOR PAYMENT

#### PART 1. GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Applications for Payment.

##### 1.2 RELATED REQUIREMENTS

- A. Section 01302 - Submittals: Submittal procedures.
- B. Section 01302 - Submittals: Schedule of Values.
- C. Section 01700 - Contract Closeout: Final Payment.

##### 1.3 FORMAT

- A. AIA G702 - Application and Certificate for Payment
- B. For continuation sheet, use AIA G703 as a basis but add extra columns for material, labor, overhead and profit, and freight to each line item.

##### 1.4 PREPARATION OF APPLICATIONS

- A. Type required information or use media-driven printout with prior approval by the A/E.
- B. Execute certification by signature of authorized officer.
- C. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work.
- E. Prepare Application for Final Payment as specified in Section 01700.

##### 1.5 SUBMITTAL PROCEDURES

- A. Submit three (3) copies of each Application for Payment at times stipulated in Agreement.
- B. Submit under transmittal letter specified in Section 01302.

##### 1.6 SUBSTANTIATING DATA

- A. When A/E requires substantiating information, submit data justifying line item amounts in question.

- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

NOT USED

END OF SECTION



## Application and Certificate for Payment

TO OWNER: PROJECT: \_\_\_\_\_ APPLICATION NO: \_\_\_\_\_ Distribution to: \_\_\_\_\_

FROM CONTRACTOR: VIA ARCHITECT: \_\_\_\_\_ OWNER

CONTRACT FOR: \_\_\_\_\_ ARCHITECT

CONTRACT DATE: \_\_\_\_\_ CONTRACTOR

PROJECT NOS: \_\_\_\_\_ / / FIELD

OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
2. NET CHANGE BY CHANGE ORDERS ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ \_\_\_\_\_

5. RETAINAGE:
  - a. \_\_\_\_\_ % of Completed Work  
(Columns D + E on G703) \$ \_\_\_\_\_
  - b. \_\_\_\_\_ % of Stored Material  
(Column F on G703) \$ \_\_\_\_\_

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ \_\_\_\_\_

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 minus Line 6) \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	\$ _____

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 \_\_\_\_\_ day of \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(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.)

**ARCHITECT:** \_\_\_\_\_ 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.

## SECTION 01028

### CHANGE ORDER PROCEDURES

#### PART 1. GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Procedures for processing Change Orders.

##### 1.2 RELATED REQUIREMENTS

- A. Document 00511 - Agreement Forms: Monetary values of established Unit Prices.
- B. Document 00700 - General Conditions: Governing requirements for changes in the work, in Contract Cost, and Contract Time.
- C. Section 00810 - Modifications to General Conditions: Percentage allowances for Contractor's overhead and profit.
- D. Section 01027 - Applications for Payment.
- E. Section 01302 - Submittals: Schedule of Values.
- F. Section 01700 - Contract Closeout: Project record documents.

##### 1.3 SUBMITTALS

- A. Submit name of the individual authorized to accept changes, and to be responsible for informing others in Contractor's employ of changes in the work.
- B. Change Order Forms: AIA G701.

##### 1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
  - 1. Quantities of itemized products, labor, and equipment.
  - 2. Taxes, insurance and bonds.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract Time.
  - 5. Credit for deletions from Contract, similarly documented.

- D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
  - 1. Origin and date of claim.
  - 2. Dates and times work was performed, and by whom.
  - 3. Time records and wage rates paid.
  - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

#### 1.5 PRELIMINARY PROCEDURES

- A. A/E may submit a Proposal Request which includes: Detailed description of change with supplementary or revised Drawings and Specifications, the projected time for executing the change, and the period of time during which the requested price will be considered valid.
- B. Contractor may initiate a change by submittal of a request to A/E describing the proposed change with a statement of the reason for the change, and the effect on Contract Sum and Contract Time with full documentation, and a statement of the effect on work of separate contractors.

#### 1.6 CONSTRUCTION CHANGE AUTHORIZATION

- A. A/E may issue a directive, signed by Owner, instructing Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order.
- B. Directive will describe changes in the work, and will designate method of determining any change in Contract Sum or Contract Time.
- C. Promptly execute the change in work.

#### 1.7 LUMP SUM CHANGE ORDER

- A. Will be based on Proposal Request and Contractor's lump sum quotation or Contractor's request for Change Order as approved by A/E.

#### 1.8 UNIT PRICE CHANGE ORDER

- A. For pre-determined unit prices and quantities, Change Order will be executed on a fixed price basis.
- B. For unit costs or quantities of units of work which are not predetermined, execute work under a construction change authorization. Changes in Contract Sum or Contract Time will be computed as specified for time and material Change Order.

#### 1.9 TIME AND MATERIAL CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits in General Conditions of the Contract.

- B. A/E will determine the change allowable in Contract Sum and Contract Time as provided in General Conditions of the Contract.

1.10 EXECUTION OF CHANGE ORDERS

- A. A/E will issue Change Orders for signatures of parties as provided in General Conditions of the Contract.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown on Change Order.

- B. Promptly revise progress schedules to reflect any change in contract time, revise subschedules to adjust times for other items of work affected by the change, and resubmit to the A/E.

- C. Promptly enter changes in project record documents.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

NOT USED

END OF SECTION



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

PROJECT: <i>(Name and address)</i>	CHANGE ORDER NUMBER:	OWNER <input type="checkbox"/>
	DATE:	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i>		FIELD <input type="checkbox"/>
	CONTRACT DATE:	OTHER <input type="checkbox"/>
	CONTRACT FOR:	

The Contract is changed as follows:  
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)*

The original \_\_\_\_\_ was \$ \_\_\_\_\_

The net change by previously authorized Change Orders \$ \_\_\_\_\_

The \_\_\_\_\_ prior to this Change Order was \$ \_\_\_\_\_

The \_\_\_\_\_ will be \_\_\_\_\_ by this Change Order in the amount of \$ \_\_\_\_\_

The new \_\_\_\_\_, including this Change Order, will be \$ \_\_\_\_\_

The Contract Time will be \_\_\_\_\_ by \_\_\_\_\_ ( ) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is \_\_\_\_\_

*(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS
_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>
_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>
_____ DATE	_____ DATE	_____ DATE

## SECTION 01039

### COORDINATION AND MEETINGS

#### PART 1. GENERAL

##### 1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Alteration project procedures.

1.2 The information required in the following sections are to be executed by the General Contractor.

##### 1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment. All local utility required clearances shall be coordinated and documented by general contractor before utility installation commences.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

#### 1.4 PRECONSTRUCTION MEETING

- A. A/E will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, A/E, General Contractor, and major Subcontractors.
- C. Agenda:
  - 1. Submission of executed bonds and insurance certificates.
  - 2. Distribution of Contract Documents.
  - 3. Submission of list of Products, schedules of values, and progress schedule.
  - 4. Designation of personnel representing the parties in Contract.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 6. Scheduling.

#### 1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, Subcontractor superintendents, suppliers, Owner, and A/E as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.
- E. Record minutes and distribute copies within 3 days after meeting to participants and those affected by decisions made.

1.6 PREINSTALLATION MEETING

- A. When required in individual specification sections, or by common practice convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify A/E 6 days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within 3 days after meeting to participants and those affected by decisions made.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

NOT USED

END OF SECTION



**SECTION 01302**  
**(01 30 00)**  
**SUBMITTALS AND SUBSTITUTIONS**

PART 1. GENERAL

1.1 SUMMARY

A. Work Included

1. Wherever possible throughout the contract documents, the minimum acceptable quality of workmanship and materials has been defined by a manufacturer's name and catalogue number, reference to recognized industry and government standards, or description of required attributes and performance.
2. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for their review by the A/E.
3. Make all submittals required by the contract documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Related Work Described Elsewhere

1. **Submittals (shop drawings/product data) are required on all materials/systems to be incorporated into this project whether shown on the plans or called out in the project manual.**
2. Individual requirements for submittals are described in other pertinent sections of these specifications.

1.2 SUBMITTALS

A. Identification of Submittals

1. General: Consecutively number all submittals. **Each submittal shall be accompanied with a letter of transmittal that itemizes all data transmitted and that contains all pertinent information required for identification and checking of submittals.**
2. Internal Identification: **On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included. Each copy of each submittal shall have the corresponding specification section and plans sheet number or numbers indicated where applicable.**
3. Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal utilizing the original submittal number followed by an A, B, C, etc., depending on the number of resubmittals of the original submittal required.
4. Submittal Log: Maintain an accurate submittal log for the duration of the contract that shows the current status of all submittals at all times. Make the submittal log available for the A/E's review upon request.

B. Coordination of Submittals

1. General: Prior to submittal for approval, use all means necessary to coordinate fully all material, including but not necessarily limited to:
  - a. Determine and verify all interface conditions, catalogue numbers, and similar data.
  - b. Coordinate with other trades as required.
  - c. Submittals shall contain rating data on equipment and accessories. Features shall be described as specified herein, and capacities shall be stated in the same terms as those specified.
  - d. Note deviations from the contract documents on the submittal so that, if acceptable, suitable action may be taken for proper adjustment. If no deviations are noted, it is assumed that the material fully meets the specified requirements; therefore, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the contract.
  - e. **Grouping of Submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the contract documents, and the Contractor shall be strictly liable for all delays so occasioned.**

C. Shop Drawings and Coordination of Drawings

1. Shop Drawings
  - a. Scale and Measurements: Make all shop drawings accurately to a scale large enough to show all pertinent aspects of the item and its method of connection to the work.
  - b. Type of Prints Required: Submit all shop drawings in the form of blue line or black line prints. Blueprints will not be acceptable. Refer to paragraph 1.2.F.1.b of this section for the number of prints required.
2. **All shop drawing submittals shall be accompanied by a letter of transmittal detailing number of copies submitted and a general description of the product which is included in the submittal.**

3. **Deliver or mail all submittals to:**

**Main Street Studio, LLC  
311 N. Main Street, Ste A  
Sweetwater, Tennessee 37874**

**Attention: Sam Moser, RA  
Telephone: (423) 351-7900**

4. **Prior to submission of first shop drawings, contact Sam Moser at (423) 351-7900 for detailed requirements for submittals.**

D. Samples

1. Accuracy of Samples: Samples shall be of the precise article proposed to be furnished.
2. Number of Samples Required: Unless otherwise specified, submit all samples in the quantity that is required to be returned plus one sample to be retained by the A/E.
3. Reuse of Samples: In situations specifically so approved by the A/E, the A/E's retained sample may be used in the construction as one of the installed items.

E. Colors and Patterns

1. Unless the precise color and pattern are specifically described in the contract documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the A/E for review and selection, per Paragraph 1.2.F.b.

F. Quality Assurance/Control Submittals

1. Manufacturers' Literature
  - a. **General: Where the contents of submitted literature from the manufacturer includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.**
  - b. **Number of Copies Required: Submit the number of copies that are required to be returned plus three copies to be retained by the A/E.**
2. Within 30 days of notification of selection, submit:
  - a. Complete list of proposed subcontractors
  - b. Complete list of major equipment suppliers, including model numbers for identification
3. Before beginning any on-site construction, submit insurance certificates.
4. Within 30 days after execution of contract, submit:
  - a. Complete construction progress schedule
  - b. **Two copies of the schedule of shop drawing submittals as described in paragraph 1.4 of this section**
  - c. Bid unit price breakdown (schedule of values)
5. Within 60 days after execution of contract, submit:
  - a. Samples for selection of colors
  - b. Comparative literature and samples required for architectural product substitutions

6. Fifteen days before the start-up of HVAC equipment, submit two copies of mechanical operation and maintenance manuals for each piece of equipment, tabbed and neatly bound in an 8-1/2 by 11 inch locking 3 ring side binder with durable plastic covers, minimum 1/2 inch larger than thickness of contents.
7. Before payment of more than 90 percent, submit:
  - a. Three copies of operations and maintenance manuals for major mechanical equipment, tabbed and neatly bound in an 8-1/2 by 11 inch locking 3 ring side binder with durable plastic covers, minimum 1/2 inch larger than thickness of contents.
  - b. Three copies of operations and maintenance manuals for major electrical equipment, tabbed and neatly bound in an 8-1/2 by 11 inch locking 3 ring side binder with durable plastic covers, minimum 1/2 inch larger than thickness of contents.
  - c. Two certified copies of all submittal data, in numerical order by Division, tabbed by Division, and neatly bound in an 8-1/2 by 11 inch locking 3 ring side binder with durable plastic covers, minimum 1/2 inch larger than thickness of contents.
8. Before issuance of Certificate of Payment for Final Payment, deliver to the A/E:
  - a. Waivers of Lien
  - b. Affidavit of payment of debts and claims
  - c. Consent of surety company to final payment
  - d. Written guarantees and warranties
  - e. Marked-up record set of drawings showing every alteration or change from the original drawings and specifications
  - f. All certificates of compliance, as a condition of acceptance of the work
9. Make submittals in strict accordance with the provisions of this section.

### 1.3 QUALITY ASSURANCE

#### A. Coordination of Submittals

1. **Prior to each submittal, carefully review and coordinate all aspects of each item being submitted, and verify that each item and the submittal for it conforms in all respects with the requirements of the bidding instruments.**
2. **Shop drawings and submittals shall bear the stamp of approval of the Contractor as evidence that this coordination has been performed. Submittals without this stamp of approval will not be considered but will be returned for proper resubmission.**

#### B. Certificates of Compliance

1. Certify that all materials used in the work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from the

responsibility to furnish satisfactory materials if, after tests are performed on selected samples, the material is found not to meet specified requirements.

2. Show on each certification the name and location of the work, the name and address of the Contractor, the quantity and date or dates of shipment or delivery to which the certificate applies, and the name of the manufacturing or fabricating company. Certification shall be in the form of a letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.
3. In addition to the above information, all laboratory test reports submitted with certificates of compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and the results of the test or tests.

C. A/E's Review

1. Revisions:

- a. Make all revisions required by the A/E, including those relating to artistic effort. If the Contractor considers any required revision to be a change, he shall so notify the A/E as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed or approved by the A/E.
- b. After making the corrections required by the A/E, file five corrected copies with the A/E, and furnish additional copies as needed.
- c. The A/E's approval of submittals does not relieve the Contractor from responsibility for their correctness.

2. Revisions After Approval: When a submittal has been reviewed by the A/E, resubmittal for substitutions of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

1.4 SUBMITTAL SCHEDULE

A. **General: Compile a complete and comprehensive schedule of all submittals anticipated to be made during the progress of the work. Include a list of each type of item from which the Contractor's drawings, shop drawings, certificates of compliance, material samples, guarantees, or other types of submittals are required. Upon approval by the A/E, this schedule will become part of the contract, and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.**

B. Coordination: Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in paragraph 1.2.B.

- C. Revisions: Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit the revised schedules to the A/E for review and comment.
- D. Timing Of Submittals
  - 1. General:
    - a. Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
    - b. Submit shop drawings in accordance with the approved schedule of shop drawing submittals.
  - 2. A/E's Review Time: In scheduling, allow at least 20 calendar days for review by the A/E following his receipt of the submittal.
  - 3. Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the contract completion date.

#### 1.5 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

#### 1.6 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

#### 1.7 STANDARDS OF QUALITY

A. Approval Required

1. The contract is based on the standards of quality established in the contract documents.
2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the A/E before being incorporated into the work.
3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the A/E.

B. "Or Equal"

1. Where the phrase "or equal" or "or approved equal" occurs in the contract documents do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this work by the A/E.
2. The decision of the A/E shall be final.
3. See pertinent portions of the contract documents for additional information relating to substitutions.

C. Timing

1. Substitutions request will be considered throughout the project, however, requests prior to bidding are preferred. Substitution requests after bidding will be at the risk of the requesting entity.

1.8 ASBESTOS CONTAINING MATERIALS

- A. No asbestos containing materials or products shall be incorporated into the project. All products and materials shall be 100 percent asbestos free.
- B. The intent of the Contract Documents is to exclude all materials and products which contain asbestos in any form or amount. In studying the Contract Documents and at any time during execution of the work, the Contractor shall at once report to the A/E any asbestos containing materials or product that he may discover. Do not proceed with installation of asbestos containing materials or products.
- C. Where products are specified by reference standard or in descriptive manner without manufacturer's name, model number or trade name, the Contractor shall incorporate materials or products meeting specified requirements which do not contain asbestos in any form or amount.
- D. In making requests for substitutions, the Contractor shall be responsible for determining that materials and products requested for substitution are 100 percent free of asbestos in any form.
- E. At the end of the project the Contractor shall provide the Owner's Representative with a letter stating that no asbestos materials were used on this project.

## 1.9 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers With a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named. Submit separate request for each substitution outlined in Article 1.10 of this section.
- C. Products Specified by Naming Several Manufacturers Without a Provision for Substitutions: Products of named manufacturers meeting specifications: No options, no substitutions allowed.
- D. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

## 1.10 SUBSTITUTIONS

- A. Substitutions will only be considered if the following occur:
  - 1. If the proposed substitution will provide a credit to the Owner.
  - 2. If the product specified is no longer available.
  - 3. If the product specified will not be available in due time to meet the construction schedule.
- B. Submit separate request for each substitution using form included in this section. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that the Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - 2. Will provide the same warranty for substitution as for specified product.
  - 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
  - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals. Separate written request, must be submitted for any proposed substitutions or deviation from the Contract Documents.
- E. The Owner's Representative and A/E will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- F. Substitute products shall not be ordered or installed without written acceptance.



- G. Only 1 request for substitution will be considered for each product. When substitution is not accepted, provide specified product.
- H. The Owner's Representative and A/E will determine acceptability of substitutions.

#### 1.11 SUBMITTAL PROCEDURES

- A. Submit 2 copies of request for substitution on form included in this section. Also submit 2 copies of product data, samples, and/or shop drawings.
- B. The Owner's Representative and A/E will review Contractor's requests for substitutions with reasonable promptness.
- C. The Owner's Representative or A/E will notify the Contractor, in writing, of decision to accept or reject requested substitutions within 15 days.
- D. For accepted products, submit shop drawings, product data, and samples under provisions of Section 01302.

#### 1.12 SYSTEMS DEMONSTRATION

- A. Prior to final inspection, demonstrate operation of each system to the Owner.
- B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

### PART 2. PRODUCTS

NOT USED

### PART 3. EXECUTION

NOT USED

GENERAL: This form is part of the substitution requirements specified in Section 01302 and is to be used only after the bid or during construction.

Indicate which category meets this substitution request for consideration:

- Proposed substitution provides a credit to the Owner.
- Product specified is no longer available.
- Product specified will not be available in due time to meet the construction schedule.

PROJECT TITLE & NO. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: Main Street Studio  
311 N. Main Street, Suite A  
Sweetwater, Tennessee 37874

ATTN: Sam Moser, AIA

SPECIFIED ITEM: \_\_\_\_\_  
Section \_\_\_\_\_ Paragraph \_\_\_\_\_

PROPOSED SUBSTITUTE: \_\_\_\_\_

\_\_\_\_\_  
Attach complete description, catalog, spec data, and laboratory tests if applicable

1. What effect will substitution have on dimensions, gauges, weights, etc., indicated in Contract Documents?

\_\_\_\_\_  
\_\_\_\_\_

2. What effect will substitution have on wiring, piping, ductwork, etc., indicated in Contract Documents?

\_\_\_\_\_  
\_\_\_\_\_

3. What effect will substitution have on other trades?

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4. What effect will substitution have on construction schedule?

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5. What are the differences in quality and performance between proposed substitute and specified product?

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6. Manufacturer's guarantees of the specified products and proposed products are:

Same: \_\_\_\_\_ Different (Explain) \_\_\_\_\_

---

7. List (on separate sheet) the availability of maintenance services and replacement materials for proposed substitute.

8. List (on separate sheet) names, addresses and phone numbers of fabricators and suppliers for proposed substitutes.

9. If the substitution request is accepted, it will result in:

No cost impact \_\_\_\_\_ Credit (How Much) \_\_\_\_\_

Added Cost (How Much) \_\_\_\_\_

10. There are \_\_\_\_\_ are no \_\_\_\_\_ license fees and royalties pending on the proposed substitute.  
(Explain) \_\_\_\_\_

SUBMITTED BY: (Supplier or Subcontractor)

Firm: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

REVIEWED and Approved for Subcontractor by (General Contractor)

\_\_\_\_\_

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

OWNER'S REPRESENTATIVE'S AND A/E'S REVIEW COMMENTS:

- Accepted
- Accepted as Noted (see attached copy)
- Not Accepted
- Received Too Late
- Rejected Due to Incomplete Form. Resubmit

Signature: \_\_\_\_\_

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

Remarks: \_\_\_\_\_

END OF SECTION

## **SECTION 01740**

### **WARRANTIES**

#### **PART 1. GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Preparation and submittal of warranties.
- B. Time and schedule of submittals.

##### **1.2 RELATED SECTIONS**

- A. Document 00700 - General Conditions - AIA: Warranties and correction of work.
- B. Section 01700 - Contract Closeout: Contract closeout procedures.
- C. Individual Specifications Sections: Warranties required for specific Products or Work.

##### **1.3 FORM OF SUBMITTALS**

- A. Bind in commercial quality 8-1/2 x 11 inch (216 x 280 mm) 3 D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

##### **1.4 PREPARATION OF SUBMITTALS**

- A. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
- D. Retain warranties until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
- B. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

NOT USED

END OF SECTION

## SECTION 01741

### PREPARATION AND SUBMISSION OF BONDS

#### PART 1. GENERAL

##### 1.1 SECTION INCLUDES

- A. Preparation and submittal of bonds.
- B. Time and schedule of submittals.

##### 1.2 RELATED SECTIONS

- A. Document 00030 – Invitation to Bid: Bid bonds.
- B. Document 00100 - Instruction to Bidders: Bid bonds.
- C. Document 00700 - General Conditions - AIA: Performance bond and labor and material payment bonds.
- D. Document 00410 – Bid Bond.
- E. Document 00610 – Performance and Payment Bonds.
- F. Section 01700 - Contract Closeout: Contract closeout procedures.
- G. Individual Specifications Sections: Bonds required for specific Products or Work.

##### 1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11-inch (216 x 280 mm) 3-D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title BONDS with title of Project; name, address and telephone number of Contractor; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

##### 1.4 PREPARATION OF SUBMITTALS

- A. Obtain bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of bond until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain bonds until time specified for submittal.

#### 1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
- B. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the bond period.

#### PART 2. PRODUCTS

NOT USED

#### PART 3. EXECUTION

NOT USED

END OF SECTION



## SECTION 02751

### CEMENT CONCRETE PAVEMENT

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Walkways.
- B. Related Sections include the following:
  - 1. Division 2 Section "Earthwork" for subgrade preparation, grading, and subbase course.
  - 2. Division 2 Section "Pavement Joint Sealants" for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.
  - 3. Division 3 Section "Cast-in-Place Concrete" for general building applications of concrete.

##### 1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

##### 1.3 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Fiber reinforcement.
  - 4. Admixtures.
  - 5. Curing compounds.
  - 6. Applied finish materials.

7. Bonding agent or epoxy adhesive.
8. Joint fillers.

D. Field quality-control test reports.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

#### 1.5 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  2. Products: Subject to compliance with requirements, provide one of the products specified.
  3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
  4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

## 2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
  - 1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

## 2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, plain steel bars.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
  - 1. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- D. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement: ASTM C 150, Type 1 or II. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class F or C.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source
  - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.

- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber] [or] [ASTM D 1752, cork or self-expanding cork.

## 2.7 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or AASHTO M 248, Type N.
  - 1. Color: As indicated..

## 2.8 WHEEL STOPS

- A. Wheel Stops: Precast, air-entrained concrete, 2500-psi minimum compressive strength, with dimensions as indicated on the drawings. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
  - 1. Dowels: Galvanized steel, 3/4-inch diameter, 10-inch minimum length.

## 2.9 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 4000 psi .
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45
  - 3. Slump Limit: 4 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 5-1/2 percent plus or minus 1.5 percent for 1-1/2-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements as follows:
  - 1. Fly Ash or Pozzolan: 25 percent.

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 deg F 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 and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
  2. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 2 Section "Earthwork."
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
  2. Provide tie bars at sides of pavement strips where indicated.
  3. 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.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
  2. Extend joint fillers full width and depth of joint.
  3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
  2. Sawed 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 will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
  3. Doweled Contraction 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.

- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.
- I. Screed pavement surfaces with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed



requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

- L. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- M. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- N. 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 air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- O. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to 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. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to 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.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. 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. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  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.

### 3.9 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

### 3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

### 3.11 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded in holes drilled or cast into wheel stops at one-quarter to one-third points. Firmly bond each dowel to wheel stop and to pavement. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

### 3.12 FIELD QUALITY CONTROL

- A. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain at least 1 composite sample for each 5000 sq. ft. or fraction thereof of each concrete mix placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

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 mix. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

- B. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- C. Test results shall be reported in writing to Architect, 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.
- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- E. 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 Architect.
- F. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- G. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.13 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 02751