

PROJECT MANUAL FOR:

---

**Sweetwater High School**  
**Structural Repair**  
Sweetwater, Monroe County, Tennessee

---

DATE: 6/30/2023

PROJECT NO. 2340

**UPLAND DESIGN GROUP, INC.**  
Architecture

P.O. Box 1026  
Crossville, TN 38557  
Phone: 931-484-7541  
Fax: 931-484-2351

PROJECT MANUAL FOR

# Sweetwater High School Structural Repair

Sweetwater, Monroe County, Tennessee

**Upland Design Group, Inc.**

P. O. Box 1026

Crossville, Tennessee 38557

(931) 484-7541



Section 00 01 10 Table Of Contents

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section	00 01 10	Table of Contents	Pages	2
Section	00 01 15	List of Drawings	Pages	1
Section	00 11 13	Advertisement for Bid	Pages	2
Section	00 21 00	Instructions to Bidders	Pages	9
Section	00 22 00	Supplementary Instructions to Bidders	Page	1
Section	00 41 00	Bid Forms	Pages	5
Section	00 43 13	Bid Bond	Pages	3
Section	00 52 00	Agreement Form	Pages	9
Section	00 61 13	Performance Bond and Payment Bond	Pages	9
Section	00 62 16	Acord Certificate of Insurance	Page	1
Section	00 72 00	General Conditions	Pages	41
Section	00 73 00	Supplementary Conditions	Pages	6
Section	00 73 16	Insurance and Bond Requirements	Pages	3

DIVISION 01 GENERAL REQUIREMENTS

Section	01 11 00	Summary of Work	Page	1
Section	01 21 00	Cash Allowances	Page	1
Section	01 21 46	Weather Allowances	Pages	2
Section	01 29 00	Payment Procedures	Page	1
Section	01 31 19	Project Meetings	Page	1
Section	01 32 04	Project Data	Pages	3
Section	01 32 05	Administrative Logs	Page	1
Section	01 32 13	Scheduling of Work	Pages	2
Section	01 33 00	Submittal Procedures	Pages	3
Section	01 41 00	Regulatory Requirements	Page	1
Section	01 45 00	Quality Control	Page	1
Section	01 50 00	Temporary Facilities and Controls	Pages	2
Section	01 60 00	Material and Equipment	Pages	3
Section	01 70 00	Project Close-Out	Pages	3
Section	01 74 00	Cleaning	Page	1

DIVISION 02 EXISTING CONDITIONS  
(Not Applicable)

DIVISION 03 CONCRETE

Section	03 10 00	Concrete Forming	Pages	2
---------	----------	------------------	-------	---

Section	03 20 00	Concrete Reinforcing	Pages	2
Section	03 30 00	Cast In Place Concrete	Pages	5
Section	03 35 00	Concrete Finishing	Page	1
Section	03 39 00	Concrete Curing	Page	1
Section	03 60 00	Grouting	Page	1
DIVISION 04 MASONRY (Not Applicable)				
DIVISION 05 METALS				
Section	05 10 00	Structural Metal Framing	Pages	3
DIVISION 06 WOOD, PLASTICS AND COMPOSITES				
Section	06 10 00	Rough Carpentry	Pages	2
DIVISION 07 THERMAL & MOISTURE PROTECTION				
Section	07 26 00	Vapor Retarders	Page	1
DIVISION 08 OPENINGS (Not Applicable)				
DIVISION 09 FINISHES				
Section	09 65 00	Resilient Flooring	Pages	3
Section	09 65 13	Resilient Base	Pages	2
DIVISION 10 thru 30 (Not Applicable)				
DIVISION 31 EARTHWORK				
Section	31 31 16	Termite Control	Page	1
DIVISION 32 thru 49 (Not Applicable)				

Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 00 01 15  
List of Drawings

**Section 00 01 15 List of Drawings**

Cover            Cover

ARCHITECTURAL

A1.1            FLOOR PLANS

STRUCTURAL

S1.1            FOUNDATION AND FLOOR FRAMING PLANS

S2.1            FOUNDATION AND FLOOR FRAMING DETAILS

S3.1            FOUNDATION AND FLOOR FRAMING DETAILS

### Section 00 11 13 Advertisement for Bid

OWNER: Monroe County Finance Department, Elizabeth Hicks, Finance Director, Madisonville, Tennessee.

Sealed bids for the Sweetwater High School Structural Repair will be received by the Owner at the Monroe County Finance Department, 103 College Street South, Suite 9, Madisonville, TN 37354, until **Thursday, August 3, 2023 at 2:00 PM ET** and at this time all bids will be opened and read aloud.

The information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Performance and Payment Bond, and other contract documents may be examined at the following:

Upland Design Group, Inc.  
Chattanooga Builders Exchange  
Builders Exchange of Tennessee  
AGC

Crossville, Tennessee  
Chattanooga, Tennessee  
Knoxville, Tennessee  
Chattanooga, Tennessee

Prospective Bidders / Contractors may obtain electronic access to the Bid Documents upon request from the Architect, at 362 Industrial Blvd., Crossville, TN 38555; phone (931) 484-7541.

A Non-Mandatory Pre-Bid meeting will be held on **Wednesday, July 26, 2023 at 2:00 PM ET**, at Sweetwater High School. The purpose of this meeting is to explain the scope of work and to provide an opportunity for bidders to ask questions about the project.

Each bid must be accompanied by a certified check of bidder's bond executed by the bidder and a surety company licensed to do business in the State of Tennessee, for the sum of five percent (5%) of the amount bid. The successful bidder will be required to execute an AIA A312 Performance Bond in the amount of One Hundred (100%) of the contract price. Bonds must be accompanied by Power of Attorney.

No bid may be withdrawn for a period of thirty (30) days after the date set for the opening of bid.

All bidders must be licensed contractors as required by Chapter 135 Public Acts of 1945 of the General Assembly of the State of Tennessee, Section 1. Bidder's name and license number must be placed on the envelope containing his bid and bond.

The Contractor shall be responsible for verifying and maintaining documentation that all construction forces that are on all construction sites have met the State of Tennessee Background Check.

The Monroe County Schools Board of Education reserves the right to reject any or all bids and waive informalities therein.

The Bid Envelope Cover Sheet must be completely filled out. Any bids received with Bid

Envelope Cover Sheet omissions will be returned to the bidder unopened.

Any Bids received after the scheduled closing time for the receipt of bids will be returned unopened.

**TIME FOR COMPLETION:**

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion of the work to be done hereunder are essential conditions of the contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced immediately upon a notice to proceed. Physical work may commence on a date determined in a notice to proceed. All work shall be complete no later than 120 days.

The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified.

If the Contractor shall neglect, fail or refuse to complete the total work within the contract time or any proper extension thereof granted by the Owner pursuant to AIA Document A201, the Contractor shall be liable for all such actual damages sustained by the Owner as the result of each delay, except that when such actual damages may be difficult to ascertain, the Contractor shall pay the Owner the sum of \$350 per day as liquidated damages of each and every calendar day that the Contractor shall be in default after the time stipulated for completion of the work. In no event shall such payment be construed as a penalty but shall be considered as reimbursement for the Owner's additional expense and loss occasioned by unexpected Contractor's delay.

Delays occasioned by strike occurring on the job during the performance of the work, riots, civil commotions, change orders, and such other justifiable delay as may be approved by the Owner and the Architect pursuant to the provisions of the General Conditions, shall be the only exceptions for which a request for excusable cause shall be made in writing to the Owner no more than 21 days after the delay begins. Otherwise such claim shall be waived, and the work shall be completed without extension for such delay.

**END OF SECTION**

Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 00 21 00  
Instructions to Bidders

**Section 00 21 00 Instructions to Bidders**

Instructions to Bidders shall be AIA Document A701-2018 Edition (see attached 8 pages)





# AIA<sup>®</sup> Document A701<sup>®</sup> – 2018

## Instructions to Bidders

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

Sweetwater High School Structural Repair  
Sweetwater, Monroe County, Tennessee

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

Monroe County Finance Department  
103 College Street S, Suite 9  
Madisonville, TN 37354  
Telephone Number: 423-442-9383

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

Upland Design Group, Inc.  
P. O. Box 1026 (38557)  
362 Industrial Blvd.  
Crossville, TN 38555  
Telephone Number: 931-484-7541  
Fax Number: 931-484-2351

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

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

## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

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

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

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

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

### **§ 3.2 Modification or Interpretation of Bidding Documents**

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

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

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

### **§ 3.3 Substitutions**

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

#### **§ 3.3.2 Substitution Process**

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

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

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

#### § 4.2 Bid Security

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

*(Insert the form and amount of bid security.)*

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount

of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

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

#### **§ 4.3 Submission of Bids**

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

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

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

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

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

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

#### **§ 4.4 Modification or Withdrawal of Bid**

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

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

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

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

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

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

### **§ 5.2 Rejection of Bids**

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

### **§ 5.3 Acceptance of Bid (Award)**

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

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

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

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

### **§ 6.2 Owner's Financial Capability**

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

### **§ 6.3 Submittals**

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

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

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

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

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

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

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

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

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

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

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

### **§ 7.2 Time of Delivery and Form of Bonds**

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

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

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

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

## **ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

- .1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .3** AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*

**.5 Drawings**

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

**.6 Specifications**

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
----------------	--------------	-------------	--------------

**.7 Addenda:**

<b>Number</b>	<b>Date</b>	<b>Pages</b>
---------------	-------------	--------------

**.8 Other Exhibits:**

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

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
-----------------	--------------	-------------	--------------

**.9 Other documents listed below:**

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*



**Section 00 22 00 Supplementary Instructions to Bidders**

1. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS:

The following supplements modify, change, delete from or add to the "Instructions to Bidders", AIA Document A701-2018. Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

2. ARTICLE 3, BIDDING DOCUMENTS:

Delete the last sentence of Paragraph 3.1.1 in its entirety and substitute the following: "The Bidder receiving the contract award may retain the Bidding Documents.

3. ARTICLE 4, BIDDING PROCEDURES.

Change Paragraph 4.1.1 to read as follows:

A paper bid form is included in the Bidding Documents, along with an electronic form in Microsoft Excel format. The Contractor is to enter their unit price per area, and the form will calculate the derived price for that specific area. The bids will be evaluated based on the overall total. The overall total is the amount the Contractor is to enter onto the paper bid form.

The Contractor shall provide the Owner and Architect with the completed electronic form within 24 hours of bid.

The Owner reserves the right to award any combination of work areas as they see fit, to best utilize their construction budget.

4. ARTICLE 6, POST-BID INFORMATION:

Change Paragraph 6.3.1 to begin: "If requested by the Owner or the Architect the Bidder shall. . .

## **Section 00 41 00 Bid Forms**

### **Part 1 General**

#### **1.1 Attachments**

- A. Bid Envelope Cover Sheet (1 page)
- B. Bid Form (3 pages)

### **Part 2 Products**

#### **2.1 Bid Envelope**

An envelope is not provided.

### **Part 3 Execution**

#### **3.1 Bid Submission**

Complete the Bid Envelope Cover Sheet and attach to an appropriately sized envelope. Enclose the completed Bid Form in the envelope and seal.

End of Section

**BID ENVELOPE COVER SHEET**

BID TO: Monroe County Finance Department  
Elizabeth Hicks, Finance Director  
103 College Street South, Suite 9  
Madisonville, TN 37354

PROJECT: Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

ARCHITECT: Upland Design Group, Inc.  
P.O. Box 1026  
Crossville, Tennessee 38557

BID DATE: **Thursday, August 3, 2023 at 2:00 PM ET**

***Any blank spaces may cause bid to be unacceptable and rejected.***

*Provide state contractor license number, expiration date, and classifications for Bidder and listed subcontractors, as applicable.  
Provide all names as used for licensing or other legal transactions.*

**Bidder Identification:**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

*Provide complete information if licensed, or circle:*

**Tennessee Contractor License Information:**

License Number \_\_\_\_\_ (Bidder Unlicensed)

License Classification applicable to Project \_\_\_\_\_

License Expiration Date \_\_\_\_\_ \$( \_\_\_\_\_ )  
Dollar Limit

**Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work)**

- If **any** work, regardless of dollar value, is required for subcontractor category, list subcontractor that will perform that work. Or, if Bidder will perform work in a category with Bidder's own forces, fill in Bidder's name as subcontractor.
- If **no** work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable)
- If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write name of company providing the work.

Plumbing \_\_\_\_\_

Name	License Number	Expiration Date	Classification
------	----------------	-----------------	----------------

Note: This space **must** be filled in or the bid may not be opened

HVAC \_\_\_\_\_

Name	License Number	Expiration Date	Classification
------	----------------	-----------------	----------------

Note: This space **must** be filled in or the bid may not be opened

Electrical \_\_\_\_\_

Name	License Number	Expiration Date	Classification
------	----------------	-----------------	----------------

Note: This space **must** be filled in or the bid may not be opened

Masonry \_\_\_\_\_

Name	License Number	Expiration Date	Classification
------	----------------	-----------------	----------------

Note: This space **must** be filled in or the bid may not be opened

Geothermal N/A N/A N/A N/A

Name	TDEC License Number	Expiration Date	Classification (G, L, or G,L)
------	---------------------	-----------------	-------------------------------

Note: This space **must** be filled in or the bid may not be opened

BID FOR LUMP SUM CONTRACT

Monroe County, TN

\_\_\_\_\_  
DATE

PROPOSAL OF: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_,  
hereinafter called "Bidder",

TO: Monroe County Finance Department, Elizabeth Hicks, Madisonville, TN  
37354, hereinafter called "Owner".

Dear Sir:

A. Base Bid

The undersigned, having familiarized himself (or themselves) with the site, the local conditions affecting the cost of the work and the Bid Documents, including the Drawings and Specifications and Addenda, if any thereto, prepared by Upland Design Group, Inc., Crossville, Tennessee, hereby proposes to furnish all labor, materials, and equipment to perform all work required for Sweetwater High School Structural Repair, Sweetwater, Monroe County, Tennessee, in accordance with the Drawings and Specifications for the Base Bid Proposal of:

\_\_\_\_\_ Dollars.

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

B. Addenda

Bidder acknowledges receipt of the following addenda:

ADDENDA NO.	DATE
_____	_____
_____	_____
_____	_____

C. Bid Acceptance

Upon execution and delivery of Contract by Contractor to Owner, the Contractor acknowledges that the Construction Contract will provide for all work to be fully complete no later than the dates indicated in the Invitation to Bid and that such Contract will provide for damages for delay as specified in the Invitation to Bid for each consecutive calendar day subsequent to the stated completion date, unless such Construction Contract or pursuant to Article 8 and 12 of the General Conditions, AIA Documents A201.

Further, if notified of the acceptance of this proposal, the undersigned agreed to execute a Contract for the work and to deliver to the Owner the Performance, Labor and Material Payment Bond AIA Documents A312, within ten (10) days after such notification.

D. Rejection or Withdrawal of Bids

Any bids received with Bid Envelope Cover Sheet omissions will be returned to the Bidder unopened.

Further, in submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids, and it is agreed that this Bid shall not be withdrawn for a period of thirty (30) days following the date of opening thereof; however this Bid may be withdrawn at any time prior to the scheduled time for opening of bids, or any authorized postponement thereof.

E. Form of Agreement

The form of Agreement shall be the American Institute of Architect's Standard Form of Agreement, AIA Document A101, 2017 Edition. Bidders unfamiliar with this standard document may examine it or obtain a copy of it from the Architect upon request.

F. Form of Insurance

The Form of Insurance shall be the American Institute of Architect's Supplemental Attachment G715, 2017 Edition and Acord Certificate of Insurance 25-S (7/90).

G. Form for Certificate of Compliance with Tennessee Licensing law

This is to certify that the undersigned has fully complied with all requirements of Chapter 135-Public Acts of 1945, Chapter 165-Public Acts of 1947, and Chapter 822-Public Acts of 1976 (House Bill No. 2180), of the General Assembly of the State of Tennessee, known as the General Contractor's Licensing Law.

Certificate No. \_\_\_\_\_ was issued to the undersigned

on \_\_\_\_\_, \_\_\_\_\_, by the State for Licensing General Contractors.

My license limit is \_\_\_\_\_ and my bid does not exceed this.

The bid of any Contractor not complying with the above licensing law will not be considered.

H. By signing below, the Contractor affirms that he is in compliance with Tennessee Code Annotated 50-9-113 ("Drug Free Workplace Programs") statute, at the time of submitting his bid. The contractor also acknowledges that he understands he will be required to submit a signed, notarized affidavit at the time of contract signature. Sample copies of this affidavit are available on request, from the Architect.

I. By signing below, the Contractor acknowledges he is in compliance with Tennessee Code Annotated 5-21-121 Conflict of Interest Law and background check statutory requirements.

J. By signing below, the Contractor acknowledges that they have visited the site, observed the existing field conditions, and taken them into account in the preparation of this bid.

K. Bid Security

Security is submitted herewith, in the sum of: \_\_\_\_\_

dollars. (\$ \_\_\_\_\_), in the form of \_\_\_\_\_

Bidder's Signature:

Date: \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Official Address

By \_\_\_\_\_ Title \_\_\_\_\_

Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 00 43 13  
Bid Bond

**Section 00 43 13 Bid Bond**

Bid Bond shall be AIA Document A310 - 2010 (see attached 2 pages)

 **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)

Monroe County Finance Department  
103 College Street S, Suite 9  
Madisonville, TN 37354

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

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

Sweetwater High School Structural Repair  
Sweetwater, Monroe County, Tennessee

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

**ADDITIONS AND DELETIONS:**

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

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

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



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)*

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

\_\_\_\_\_  
*(Contractor as Principal)*

\_\_\_\_\_  
*(Seal)*

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

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

\_\_\_\_\_  
*(Seal)*

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



Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 00 52 00  
Agreement Form

**Section 00 52 00 Standard Form of Agreement Between Owner and Contractor**

Agreement Form shall be AIA Document A101-2017 (see attached 8 pages)

 **AIA**® Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

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

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

Monroe County Finance Department  
103 College Street S, Suite 9  
Madisonville, TN 37354  
Telephone Number: 423-442-9383

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

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

Sweetwater High School Structural Repair  
Sweetwater, Monroe County, Tennessee

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

Upland Design Group, Inc.  
P. O. Box 1026 (38557)  
362 Industrial Blvd.  
Crossville, TN 38555  
Telephone Number: 931-484-7541  
Fax Number: 931-484-2351

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced by AIA software at 15:05:54 ET on 07/06/2023 under Order No.2114352665 which expires on 09/07/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aicontracts.com.

**User Notes:**

(3B9ADA40)

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

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

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

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

#### § 3.3 Substantial Completion

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

Init.

/

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:05:54 ET on 07/06/2023 under Order No.2114352665 which expires on 09/07/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

(3B9ADA40)

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

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

By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

**ARTICLE 4 CONTRACT SUM**

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

**§ 4.2 Alternates**

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

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

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

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

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

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

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

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

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

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

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

## **§ 5.2 Final Payment**

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

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

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

## **§ 5.3 Interest**

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

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

%

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

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

## § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

Elizabeth Hicks  
103 College Street S, Suite 9  
Madisonville, TN 37354  
Telephone Number: 423-442-9383

§ 8.3 The Contractor’s representative:

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



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

**§ 8.5 Insurance and Bonds**

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

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

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

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

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

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

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

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

Init.

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

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**.9** Other documents, if any, listed below:

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

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

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

Elizabeth Hicks, Finance Director  
\_\_\_\_\_  
(Printed name and title)

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

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

Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 00 61 13  
Performance Bond and Payment Bond

**Section 00 61 13 Performance Bond and Payment Bond**

Performance Bond and Payment Bond shall be AIA Document A312-2010 (see attached 8 pages)



# AIA® Document A312® – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

Monroe County Finance Department  
103 College Street S, Suite 9  
Madisonville, TN 37354

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Sweetwater High School Structural Repair  
Sweetwater, Monroe County, Tennessee

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

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

Name and

Title:

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

**SURETY**

Company: *(Corporate Seal)*

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

Name and

Title:

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

**AGENT or BROKER:****OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Elizabeth Hicks

103 College Street S, Suite 9

Madisonville, TN 37354

Telephone Number: 423-442-9383

**ADDITIONS AND DELETIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

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

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

Name and Title: \_\_\_\_\_

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

**SURETY**

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

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

Name and Title: \_\_\_\_\_

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



# AIA® Document A312® – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

Monroe County Finance Department  
103 College Street S, Suite 9  
Madisonville, TN 37354

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Sweetwater High School Structural Repair  
Sweetwater, Monroe County, Tennessee

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

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

**SURETY**

Company: *(Corporate Seal)*

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

Name and

Title:

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

Name and

Title:

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

**AGENT or BROKER:****OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Elizabeth Hicks  
103 College Street S, Suite 9  
Madisonville, TN 37354  
Telephone Number: 423-442-9383

**ADDITIONS AND DELETIONS:**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **§ 16 Definitions**

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

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

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

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

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

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

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

**§ 18** Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

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

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

**SURETY**

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

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

Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 00 62 16  
Acord Certificate of Insurance

**Section 00 62 16 Acord Certificate of Insurance**

Instruction Sheet for Acord Certificate of Insurance 25-S (7/90). This Instruction Sheet with Supplemental Attachment Replaces AIA Document G705.

The Contractor shall assume that this Document is in effect as if reproduced in its entirety herein.

Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 00 72 00  
General Conditions

**Section 00 72 00 General Conditions**

General Conditions Shall Be AIA Document A201-2017 (see attached 40 pages)

 **AIA® Document A201® – 2017****General Conditions of the Contract for Construction****for the following PROJECT:***(Name and location or address)*

Sweetwater High School Structural Repair  
Sweetwater, Monroe County, Tennessee

**THE OWNER:***(Name, legal status and address)*

Monroe County Finance Department  
103 College Street S, Suite 9  
Madisonville, TN 37354

**THE ARCHITECT:***(Name, legal status and address)*

Upland Design Group, Inc.  
P. O. Box 1026 (38557)  
362 Industrial Blvd.  
Crossville, TN 38555

**TABLE OF ARTICLES**

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**ADDITIONS AND DELETIONS:**

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

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

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

**Init.**

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced by AIA software at 15:07:39 ET on 07/06/2023 under Order No.2114352665 which expires on 09/07/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aicontracts.com.

**User Notes:**

(3B9ADA46)

## 15 CLAIMS AND DISPUTES



Init.

/

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 15:07:39 ET on 07/06/2023 under Order No.2114352665 which expires on 09/07/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

**User Notes:**

(3B9ADA46)

## INDEX

(Topics and numbers in bold are Section headings.)

- Acceptance of Nonconforming Work  
9.6.6, 9.9.3, 12.3
- Acceptance of Work  
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
- Access to Work  
3.16, 6.2.1, 12.1
- Accident Prevention  
10
- Acts and Omissions  
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
- Addenda  
1.1.1
- Additional Costs, Claims for  
3.7.4, 3.7.5, 10.3.2, 15.1.5
- Additional Inspections and Testing  
9.4.2, 9.8.3, 12.2.1, 13.4
- Additional Time, Claims for  
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
- Administration of the Contract  
3.1.3, 4.2, 9.4, 9.5
- Advertisement or Invitation to Bid  
1.1.1
- Aesthetic Effect  
4.2.13
- Allowances  
3.8
- Applications for Payment  
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
- Approvals  
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,  
3.12.10.1, 4.2.7, 9.3.2, 13.4.1
- Arbitration  
8.3.1, 15.3.2, 15.4
- ARCHITECT  
4
- Architect, Definition of  
4.1.1
- Architect, Extent of Authority  
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
- Architect, Limitations of Authority and  
Responsibility  
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
- Architect's Additional Services and Expenses  
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
- Architect's Administration of the Contract  
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
- Architect's Approvals  
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
- Architect's Authority to Reject Work  
3.5, 4.2.6, 12.1.2, 12.2.1
- Architect's Copyright  
1.1.7, 1.5
- Architect's Decisions  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2
- Architect's Inspections  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
- Architect's Instructions  
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
- Architect's Interpretations  
4.2.11, 4.2.12
- Architect's Project Representative  
4.2.10
- Architect's Relationship with Contractor  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
- Architect's Relationship with Subcontractors  
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
- Architect's Representations  
9.4.2, 9.5.1, 9.10.1
- Architect's Site Visits  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
- Asbestos  
10.3.1
- Attorneys' Fees  
3.18.1, 9.6.8, 9.10.2, 10.3.3
- Award of Separate Contracts  
6.1.1, 6.1.2
- Award of Subcontracts and Other Contracts for  
Portions of the Work  
5.2
- Basic Definitions  
1.1
- Bidding Requirements  
1.1.1
- Binding Dispute Resolution  
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
- Bonds, Lien  
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
- Bonds, Performance, and Payment  
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
- Building Information Models Use and Reliance  
1.8
- Building Permit  
3.7.1
- Capitalization  
1.3
- Certificate of Substantial Completion  
9.8.3, 9.8.4, 9.8.5

Init.

/

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:07:39 ET on 07/06/2023 under Order No.2114352665 which expires on 09/07/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

(3B9ADA46)



Certificates for Payment  
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,  
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4  
Certificates of Inspection, Testing or Approval  
13.4.4  
Certificates of Insurance  
9.10.2  
Change Orders  
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,  
7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,  
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2  
Change Orders, Definition of  
7.2.1  
CHANGES IN THE WORK  
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,  
11.5  
Claims, Definition of  
15.1.1  
Claims, Notice of  
1.6.2, 15.1.3  
CLAIMS AND DISPUTES  
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4  
Claims and Timely Assertion of Claims  
15.4.1  
Claims for Additional Cost  
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5  
Claims for Additional Time  
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6  
Concealed or Unknown Conditions, Claims for  
3.7.4  
Claims for Damages  
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,  
11.3.2, 14.2.4, 15.1.7  
Claims Subject to Arbitration  
15.4.1  
Cleaning Up  
3.15, 6.3  
Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5  
Commencement of the Work, Definition of  
8.1.2  
Communications  
3.9.1, 4.2.4  
Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 14.1.2, 15.1.2  
COMPLETION, PAYMENTS AND  
9  
Completion, Substantial  
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,  
9.10.3, 12.2, 15.1.2  
Compliance with Laws  
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,  
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,  
15.2.8, 15.4.2, 15.4.3  
Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3  
Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4  
Consent, Written  
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,  
15.4.4.2  
Consolidation or Joinder  
15.4.4  
CONSTRUCTION BY OWNER OR BY  
SEPARATE CONTRACTORS  
1.1.4, 6  
Construction Change Directive, Definition of  
7.3.1  
Construction Change Directives  
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,  
7.3, 9.3.1.1  
Construction Schedules, Contractor's  
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
Contingent Assignment of Subcontracts  
5.4, 14.2.2.2  
Continuing Contract Performance  
15.1.4  
Contract, Definition of  
1.1.2  
CONTRACT, TERMINATION OR SUSPENSION  
OF THE  
5.4.1.1, 5.4.2, 11.5, 14  
Contract Administration  
3.1.3, 4, 9.4, 9.5  
Contract Award and Execution, Conditions Relating  
to  
3.7.1, 3.10, 5.2, 6.1  
Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3  
Contract Documents, Definition of  
1.1.1  
Contract Sum  
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,  
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,  
12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5  
Contract Sum, Definition of  
9.1  
Contract Time  
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,  
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,  
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,  
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5  
Contract Time, Definition of  
8.1.1  
CONTRACTOR  
3  
**Contractor**, Definition of  
3.1, 6.1.2  
Contractor's Construction and Submittal Schedules  
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2  
Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,  
10.2, 10.3, 11.3, 14.1, 14.2.1.1  
Contractor's Liability Insurance  
11.1  
Contractor's Relationship with Separate Contractors  
and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4  
Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,  
9.6.7, 9.10.2, 11.2, 11.3, 11.4  
Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,  
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,  
10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1  
Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
Contractor's Responsibility for Those Performing the  
Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8  
Contractor's Review of Contract Documents  
3.2  
Contractor's Right to Stop the Work  
2.2.2, 9.7  
Contractor's Right to Terminate the Contract  
14.1  
Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3  
Contractor's Superintendent  
3.9, 10.2.6  
Contractor's Supervision and Construction  
Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4  
Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1  
Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11  
Copyrights  
1.5, 3.17  
Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,  
15.1.3.1, 15.1.3.2, 15.2.1  
Correlation and Intent of the Contract Documents  
1.2  
Cost, Definition of  
7.3.4  
Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,  
11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14  
Cutting and Patching  
3.14, 6.2.5  
Damage to Construction of Owner or Separate  
Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,  
11.3, 14.2.4, 15.1.7  
Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2  
Date of Commencement of the Work, Definition of  
8.1.2  
Date of Substantial Completion, Definition of  
8.1.3  
Day, Definition of  
8.1.4  
Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,  
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,  
14.2.2, 14.2.4, 15.1, 15.2  
Decisions to Withhold Certification  
9.4.1, 9.5, 9.7, 14.1.1.3  
Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of  
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,  
9.10.4, 12.2.1  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,  
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1  
Delays and Extensions of Time  
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5  
Digital Data Use and Transmission  
1.7  
Disputes  
6.3, 7.3.9, 15.1, 15.2  
Documents and Samples at the Site  
3.11  
Drawings, Definition of  
1.1.5  
Drawings and Specifications, Use and Ownership of  
3.11  
Effective Date of Insurance  
8.2.2  
Emergencies  
10.4, 14.1.1.2, 15.1.5  
Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.3, 14.1, 14.2.1.1  
Equipment, Labor, or Materials  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,  
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,  
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment  
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2  
 Faulty Work  
 (See Defective or Nonconforming Work)  
 Final Completion and Final Payment  
 4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3  
 Financial Arrangements, Owner's  
 2.2.1, 13.2.2, 14.1.1.4  
**GENERAL PROVISIONS**  
 1  
 Governing Law  
 13.1  
 Guarantees (See Warranty)  
 Hazardous Materials and Substances  
 10.2.4, 10.3  
 Identification of Subcontractors and Suppliers  
 5.2.1  
 Indemnification  
 3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3  
 Information and Services Required of the Owner  
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,  
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,  
 14.1.1.4, 14.1.4, 15.1.4  
 Initial Decision  
 15.2  
 Initial Decision Maker, Definition of  
 1.1.8  
 Initial Decision Maker, Decisions  
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
 Initial Decision Maker, Extent of Authority  
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
 Injury or Damage to Person or Property  
 10.2.8, 10.4  
 Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
 9.9.2, 9.10.1, 12.2.1, 13.4  
 Instructions to Bidders  
 1.1.1  
 Instructions to the Contractor  
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2  
 Instruments of Service, Definition of  
 1.1.7  
 Insurance  
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,  
 11  
**Insurance, Notice of Cancellation or Expiration**  
**11.1.4, 11.2.3**  
 Insurance, Contractor's Liability  
 11.1  
 Insurance, Effective Date of  
 8.2.2, 14.4.2  
 Insurance, Owner's Liability  
 11.2  
 Insurance, Property  
 10.2.5, 11.2, 11.4, 11.5  
 Insurance, Stored Materials  
 9.3.2

**INSURANCE AND BONDS**  
 11  
 Insurance Companies, Consent to Partial Occupancy  
 9.9.1  
 Insured loss, Adjustment and Settlement of  
 11.5  
 Intent of the Contract Documents  
 1.2.1, 4.2.7, 4.2.12, 4.2.13  
 Interest  
 13.5  
 Interpretation  
 1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
 Interpretations, Written  
 4.2.11, 4.2.12  
 Judgment on Final Award  
 15.4.2  
 Labor and Materials, Equipment  
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,  
 10.2.4, 14.2.1.1, 14.2.1.2  
 Labor Disputes  
 8.3.1  
 Laws and Regulations  
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,  
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,  
 15.4  
 Liens  
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
 Limitations, Statutes of  
 12.2.5, 15.1.2, 15.4.1.1  
 Limitations of Liability  
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,  
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,  
 11.3, 12.2.5, 13.3.1  
 Limitations of Time  
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,  
 15.1.2, 15.1.3, 15.1.5  
 Materials, Hazardous  
 10.2.4, 10.3  
 Materials, Labor, Equipment and  
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,  
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
 Means, Methods, Techniques, Sequences and  
 Procedures of Construction  
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
 Mechanic's Lien  
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
 Mediation  
 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,  
 15.4.1.1  
 Minor Changes in the Work  
 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4  
**MISCELLANEOUS PROVISIONS**  
 13

Modifications, Definition of  
 1.1.1  
 Modifications to the Contract  
 1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,  
 10.3.2  
 Mutual Responsibility  
 6.2  
 Nonconforming Work, Acceptance of  
 9.6.6, 9.9.3, 12.3  
 Nonconforming Work, Rejection and Correction of  
 2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,  
 12.2  
 Notice  
 1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,  
 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,  
 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,  
 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,  
 15.1.6, 15.4.1  
 Notice of Cancellation or Expiration of Insurance  
 11.1.4, 11.2.3  
 Notice of Claims  
 1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5,  
 15.1.6, 15.2.8, 15.3.2, 15.4.1  
 Notice of Testing and Inspections  
 13.4.1, 13.4.2  
 Observations, Contractor's  
 3.2, 3.7.4  
 Occupancy  
 2.3.1, 9.6.6, 9.8  
 Orders, Written  
 1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,  
 14.3.1  
 OWNER  
 2  
 Owner, Definition of  
 2.1.1  
 Owner, Evidence of Financial Arrangements  
 2.2, 13.2.2, 14.1.1.4  
 Owner, Information and Services Required of the  
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,  
 13.4.2, 14.1.1.4, 14.1.4, 15.1.4  
 Owner's Authority  
 1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,  
 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,  
 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,  
 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,  
 15.2.7  
 Owner's Insurance  
 11.2  
 Owner's Relationship with Subcontractors  
 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2  
 Owner's Right to Carry Out the Work  
 2.5, 14.2.2  
 Owner's Right to Clean Up  
 6.3  
 Owner's Right to Perform Construction and to Award

Separate Contracts  
 6.1  
 Owner's Right to Stop the Work  
 2.4  
 Owner's Right to Suspend the Work  
 14.3  
 Owner's Right to Terminate the Contract  
 14.2, 14.4  
 Ownership and Use of Drawings, Specifications and  
 Other Instruments of Service  
 1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,  
 5.3  
 Partial Occupancy or Use  
 9.6.6, 9.9  
 Patching, Cutting and  
 3.14, 6.2.5  
 Patents  
 3.17  
 Payment, Applications for  
 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,  
 14.2.3, 14.2.4, 14.4.3  
 Payment, Certificates for  
 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,  
 9.10.3, 14.1.1.3, 14.2.4  
 Payment, Failure of  
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2  
 Payment, Final  
 4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3  
 Payment Bond, Performance Bond and  
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2  
 Payments, Progress  
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4  
 PAYMENTS AND COMPLETION  
 9  
 Payments to Subcontractors  
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2  
 PCB  
 10.3.1  
 Performance Bond and Payment Bond  
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2  
 Permits, Fees, Notices and Compliance with Laws  
 2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2  
 PERSONS AND PROPERTY, PROTECTION OF  
 10  
 Polychlorinated Biphenyl  
 10.3.1  
 Product Data, Definition of  
 3.12.2  
 Product Data and Samples, Shop Drawings  
 3.11, 3.12, 4.2.7  
 Progress and Completion  
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4  
 Progress Payments  
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4  
 Project, Definition of  
 1.1.4  
 Project Representatives

4.2.10  
 Property Insurance  
 10.2.5, 11.2  
 Proposal Requirements  
 1.1.1  
 PROTECTION OF PERSONS AND PROPERTY  
 10  
 Regulations and Laws  
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,  
 15.4  
 Rejection of Work  
 4.2.6, 12.2.1  
 Releases and Waivers of Liens  
 9.3.1, 9.10.2  
 Representations  
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
 Representatives  
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
 Responsibility for Those Performing the Work  
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
 Retainage  
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
 Review of Contract Documents and Field Conditions  
 by Contractor  
 3.2, 3.12.7, 6.1.3  
 Review of Contractor's Submittals by Owner and  
 Architect  
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
 Review of Shop Drawings, Product Data and  
 Samples by Contractor  
 3.12  
 Rights and Remedies  
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
 12.2.4, 13.3, 14, 15.4  
 Royalties, Patents and Copyrights  
 3.17  
 Rules and Notices for Arbitration  
 15.4.1  
 Safety of Persons and Property  
 10.2, 10.4  
 Safety Precautions and Programs  
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
 Samples, Definition of  
 3.12.3  
 Samples, Shop Drawings, Product Data and  
 3.11, 3.12, 4.2.7  
 Samples at the Site, Documents and  
 3.11  
 Schedule of Values  
 9.2, 9.3.1  
 Schedules, Construction  
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
 Separate Contracts and Contractors  
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
 Separate Contractors, Definition of

6.1.1  
 Shop Drawings, Definition of  
 3.12.1  
 Shop Drawings, Product Data and Samples  
 3.11, 3.12, 4.2.7  
 Site, Use of  
 3.13, 6.1.1, 6.2.1  
 Site Inspections  
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
 Site Visits, Architect's  
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
 Special Inspections and Testing  
 4.2.6, 12.2.1, 13.4  
 Specifications, Definition of  
 1.1.6  
 Specifications  
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
 Statute of Limitations  
 15.1.2, 15.4.1.1  
 Stopping the Work  
 2.2.2, 2.4, 9.7, 10.3, 14.1  
 Stored Materials  
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
 Subcontractor, Definition of  
 5.1.1  
 SUBCONTRACTORS  
 5  
 Subcontractors, Work by  
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,  
 9.3.1.2, 9.6.7  
 Subcontractual Relations  
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
 Submittals  
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,  
 9.8, 9.9.1, 9.10.2, 9.10.3  
 Submittal Schedule  
 3.10.2, 3.12.5, 4.2.7  
 Subrogation, Waivers of  
 6.1.1, 11.3  
 Substances, Hazardous  
 10.3  
 Substantial Completion  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
 12.2, 15.1.2  
 Substantial Completion, Definition of  
 9.8.1  
 Substitution of Subcontractors  
 5.2.3, 5.2.4  
 Substitution of Architect  
 2.3.3  
 Substitutions of Materials  
 3.4.2, 3.5, 7.3.8  
 Sub-subcontractor, Definition of  
 5.1.2  
 Subsurface Conditions  
 3.7.4  
 Successors and Assigns

13.2  
Superintendent  
3.9, 10.2.6  
Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4  
Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,  
9.10.5, 14.2.1  
Surety  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,  
15.2.7  
Surety, Consent of  
9.8.5, 9.10.2, 9.10.3  
Surveys  
1.1.7, 2.3.4  
Suspension by the Owner for Convenience  
14.3  
Suspension of the Work  
3.7.5, 5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 14  
Taxes  
3.6, 3.8.2.1, 7.3.4.4  
Termination by the Contractor  
14.1, 15.1.7  
Termination by the Owner for Cause  
5.4.1.1, 14.2, 15.1.7  
Termination by the Owner for Convenience  
14.4  
Termination of the Architect  
2.3.3  
Termination of the Contractor Employment  
14.2.2

## TERMINATION OR SUSPENSION OF THE CONTRACT

14  
Tests and Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4  
TIME  
8  
Time, Delays and Extensions of  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5  
Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,  
15.1.2, 15.1.3, 15.4  
Time Limits on Claims  
3.7.4, 10.2.8, 15.1.2, 15.1.3  
Title to Work  
9.3.2, 9.3.3  
UNCOVERING AND CORRECTION OF WORK  
12  
Uncovering of Work  
12.1  
Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3  
Unit Prices  
7.3.3.2, 9.1.2  
Use of Documents  
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3  
Use of Site  
3.13, 6.1.1, 6.2.1  
Values, Schedule of  
9.2, 9.3.1  
Waiver of Claims by the Architect  
13.3.2  
Waiver of Claims by the Contractor  
9.10.5, 13.3.2, 15.1.7  
Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7  
Waiver of Consequential Damages  
14.2.4, 15.1.7  
Waiver of Liens  
9.3, 9.10.2, 9.10.4  
Waivers of Subrogation  
6.1.1, 11.3  
Warranty  
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,  
15.1.2  
Weather Delays  
8.3, 15.1.6.2  
Work, Definition of  
1.1.3  
Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,  
13.2, 13.3.2, 15.4.4.2  
Written Interpretations  
4.2.11, 4.2.12  
Written Orders  
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

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

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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



## **§ 1.8 Building Information Models Use and Reliance**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

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

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### **§ 3.8 Allowances**

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

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

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

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

### **§ 3.9 Superintendent**

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

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

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

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

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

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

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

### **§ 4.2 Administration of the Contract**

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

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the



Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

#### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

#### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

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

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

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

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

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

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

### **§ 8.2 Progress and Completion**

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

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

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

### **§ 8.3 Delays and Extensions of Time**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

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

unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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

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

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

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

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

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

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

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

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

## **§ 9.5 Decisions to Withhold Certification**

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

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

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

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

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

## **§ 9.6 Progress Payments**

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

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

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

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

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



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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

## **§ 9.9 Partial Occupancy or Use**

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

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

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

## **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 10.3 Hazardous Materials and Substances**

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

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

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

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

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

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

### **§ 10.4 Emergencies**

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

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

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

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

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

### **§ 11.2 Owner's Insurance**

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

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

### **§ 11.3 Waivers of Subrogation**

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

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

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

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

### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before Substantial Completion**

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

### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

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

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

## **§ 13.2 Successors and Assigns**

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

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

## **§ 13.3 Rights and Remedies**

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

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

## **§ 13.4 Tests and Inspections**

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

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

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

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

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

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

## **§ 13.5 Interest**

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



## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

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

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

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

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

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

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

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

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

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

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

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

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

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

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

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

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

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

##### **§ 15.1.2 Time Limits on Claims**

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

##### **§ 15.1.3 Notice of Claims**

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

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

**§ 15.1.4 Continuing Contract Performance**

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

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

**§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.6 Claims for Additional Time**

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

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

**§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

**§ 15.2 Initial Decision**

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

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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

#### **§ 15.4 Arbitration**

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

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

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

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

#### **§ 15.4.4 Consolidation or Joinder**

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

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

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

### **Section 00 73 00 Supplementary Conditions**

1. RELATION TO GENERAL CONDITIONS:

The following supplements modify, change, delete from, or add to the "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", AIA Document A201 - 2017. Where any article of the General Conditions is modified or any paragraph, Subparagraph, or Clause thereof is modified, or deleted by these supplements, the unaltered provisions that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

2. ARTICLE 1, GENERAL PROVISIONS

A. Add the following at the end of Paragraph 1.4, Interpretation:

If there is any conflict within or between any of the Contract Documents involving the quantity or quality of work it is the intention of the Contract that the work of the highest quality or greatest quantity shown or specified shall be furnished. Whether or not the word "all" is used in the specification, coverage is intended to be complete except where partial coverage is specifically and expressly noted. In all cases where an item is referred to in the singular number, it is intended that the reference shall apply to as many such items as are required to complete the work.

3. ARTICLE 2, OWNER:

A. Paragraph 2.2, Information and Services Required of Owner:

1. Subparagraph 2.2.1:

Delete this provision in entirety.

2. Revise Subparagraph 2.2.5 to read as follows:

The Owner will not furnish paper drawings. The Contractor is responsible for all printing required to complete the work, including job site sets for fire marshal and other authorities having jurisdiction. Pursuant to Section 1.5.2 the Contractor may make copies as necessary.

4. ARTICLE 3, CONTRACTOR:

A. Paragraph 3.2, Review of Contract Documents and Field Conditions by Contractor:

Add Subparagraph 3.2.5

No verbal agreement or conversation with any officer, representative, agent, or employee of the Architect or Owner, either before or after the execution of this Contract, shall affect or modify the terms or obligations herein contained.

B. Paragraph 3.4, Labor and Materials:

Revise Subparagraph 3.4.2 to read as follows:

..... the Contractor may make substitutions only with the consent of the Architect, and in accordance with an Architect's Supplemental Instruction, Change Order or Construction Change Directive.

Add Subparagraph 3.4.4

The standards of the work required throughout shall be of such grade as will bring results of the first class only. All materials permanently installed in the project shall be new unless otherwise specified or approved by the Architect.

C. Paragraph 3.7, Permits, Fees, and Notices:

1. Add Subparagraph 3.7.6:

The Contractor shall pay for all required permits, reviews, and fees from all entities having jurisdiction over the project. The Contractor shall pay for all damages to sidewalks, streets, or other public property, or to any public utilities. The Contractor shall pay all associated costs for utility relocations, new utility connections and for utility abandonment.

2. Add Subparagraph 3.7.7:

The Contractor shall secure all permits, certificates of inspections and certificates of occupancy, which may be required by authorities having jurisdiction over the work. Copies of these shall be delivered to the Architect.

5. ARTICLE 4, ARCHITECT:

A. Paragraph 4.2, Administration of the Contract:

Add the following at the end of Subparagraph 4.2.10:

The failure of Owner and Architect to provide Project representatives at the site shall not relieve Contractor of any responsibilities hereunder.

6. ARTICLE 5, SUBCONTRACTORS:

A. Paragraph 5.2, Award of Subcontracts and Other Contracts for Portions of the Work:  
Replace Subparagraph 5.2.4 to read as follows:

The Contractor shall not substitute a Subcontractor previously approved by Owner and Architect without the prior written approval of Owner and compliance with Tennessee Law.

7. ARTICLE 7, CHANGES IN THE WORK:

A. Add Subparagraph 7.1.5 - Change Order and Construction Change Directives:

General Contractor's overhead and profit for Change Orders and Construction Change Directives shall be as follows:

1. Work by General Contractor's own forces 10% over-head and profit.
2. Work by Subcontractor: 10% overhead and profit.
3. General Contractor's Mark-Up for Work by Subcontractor: 5%

Total overhead and profit for Change Order and construction change directives shall be limited to 15%.

8. ARTICLE 9, PAYMENTS AND COMPLETION:

A. Paragraph 9.3, Applications For Payment

1. Revise Paragraph 9.3.1 to read as follows:

The Contractor shall submit to the Architect an itemized Application for Payment no later than the 10<sup>th</sup> day of each month; the Architect will act on the Application for Payment within 10 days, and forward to the Owner as appropriate. Such Application for Payment shall be notarized and prepared in accordance with the schedule of values, and shall be 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.

B. Paragraph 9.4, Certificates For Payment

1. Revise Paragraph 9.4.1 to read as follows: "The Architect will, within ten (10) days....."

C. Paragraph 9.6, Progress Payments:

1. Add the following sentence to Paragraph 9.6.1:

The Owner shall, after receipt of Architect approved certificate for payment, make payment to the Contractor within 30 calendar days.

2. Add Subparagraph 9.6.8:



Progress payments may be requested monthly and shall be for 95% of the approved amount properly allocable to materials and equipment incorporated in the work and materials covered with applicable insurance and suitably stored in approved location on the date of request.

Upon Substantial Completion all retainage amount shall be released.

- D. Paragraph 9.8 Substantial Completion
    - 1. Add the following at the end of Paragraph 9.8.1:  
No partial substantial completion will be issued unless shown on the phasing plan. Definition of Substantial Completion includes site access, stabilization of slopes and area of earthwork, sod and stand of grass, and site utilities, Owner's free and unhindered access to and use of all work of this contract, and sufficient degree of completion to protect completed work, Owner's property, and adjacent landowners from damage or inconvenience. Owner reserves the right to occupy the work prior to end of contract time and / or issuance of substantial completion, without stopping of contract time.
  - E. Paragraph 9.9, Partial Occupancy or Use
    - 1. Revise first sentence of 9.9.1 to read as follows: "The Owner may occupy or use any completed or partially completed portion of the work at any stage, 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."
  - F. Paragraph 9.11, Liquidated Damages:  
Add Subparagraph 9.11.1:  
If, at the end of thirty (30) calendar days following date of substantial completion, unless otherwise stipulated in Certificate of Substantial Completion, work has not been completed or the contract not fully performed, then liquidated damages shall accrue until such time that work has been completed and the contract fully performed. This provision will not apply until the passage of the contract time, including approved extensions, plus thirty (30) calendar days.
9. ARTICLE 10, PROTECTION OF PERSONS AND PROPERTY
- A. Omit Paragraph 10.3.3
  - B. Omit Paragraph 10.3.6
10. ARTICLE 11, INSURANCE AND BONDS:
- A. Paragraph 11.1, Contractor's Liability Insurance:
    - 1. Add the following sentence at the end of Subparagraph 11.1.1:  
Insurance to be purchased and maintained by the Contractor shall be from a company or companies to which the Owner has no reasonable objections.

2. Add the following to Subparagraph 11.1.2:
  - A. Workmen's Compensation Insurance as required by Statute. Employees Liability Insurance for protection of such of his employees and who cannot be covered by Workmen's Compensation Insurance; Employer's liability limits of \$1,000,000 each accident / \$1,000,000 disease – each employee / \$1,000,000 disease policy limit; include Waiver of Subrogation in favor of Warren County Board of Education; and 30 Day Notice of Cancellation or Material Coverage Charge
  - B. Automobile Public Liability Insurance in an amount not less than \$1,000,000 single limit per occurrence for injuries and \$1,000,000 per claim, including death; name Warren County Board of Education as Additional Insured; Waiver of Subrogation in favor of Warren County Board of Education; and 30 Day Notice of Cancellation or Material Coverage Charge
  - C. Umbrella Liability Insurance in an amount of not less than \$1,000,000 aggregate and \$1,000,000 limit per occurrence.
  - D. General Liability – Bodily Injury and Property Damage not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate; include any necessary endorsements to cover the following: contractual liability, including the liability assumed under this contract; broad form property damage; personal injury coverage; employees as additional insureds; blanket explosion, collapse, and underground coverage; Independent Contractors Liability with coverage for subcontracted work; Warren County Board of Education as Additional Insured; Waiver of Subrogation in favor of Warren County Board of Education; and 30 Day Notice of Cancellation or Material Coverage Charge
- B. Paragraph 11.3.7, Waivers of Subrogation  
Revise the first sentence to read as follows:  
“The Contractor waives all rights against (1) Owner, 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.”
- C. Paragraph 11.4, Performance Bond and Payment Bond:  
Replace subparagraph 11.4.1 to read as follows:  
The Contractor shall furnish and pay the cost for Performance Bond and Payment Bond, each in the amount of the Contract as security for faithful performance of the Contract and payment of all obligations arising thereunder. The Bonds shall be executed on an AIA Document A312 Form; no other forms are acceptable. The

Bonds shall be written by a Surety Company licensed to do business in the State of Tennessee, by an Agent whose office is local to or in close proximity to the place of business of the Contractor, and by a Company rated "A" or above by "Best's Key Rating Guide", of the A.M. Best Company, Inc.

11. ARTICLE 15, CLAIMS AND DISPUTES

- A. Omit Paragraphs 15.2.6, 15.2.6.1, 15.3.1, 15.3.2, and 15.3.3

End of Section

## Section 00 73 16 Insurance and Bond Requirements

### Liability Insurance Requirements

- A. The Contractor shall purchase the following insurance as will protect the Contractor, Owner, Architect and Architect's Consultants from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
  4. claims for damages insured by usual personal injury liability coverage;
  5. claims for damages, including to the Work itself, because of injury to or destruction of tangible property on or away from the site, 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 Subparagraph 3.18 of AIA Document A201-2017.
- B. The insurance required shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to Owner in the following minimum requirements:
1. Comprehensive General Liability, including:
    - a. Premises/Operations; Underground/Explosion / Collapse; Products/ Completed Operations; Contractual; Independent Contractors; Owner/Contractor Protective; Broad Form Property Damage; Personal Injury (Employment Exclusion deleted)
    - b. Combined single limits for bodily injury and property damage; Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
    - c. Products and Completed Operations to be maintained for one year after final payment.
    - d. Asbestos Abatement Insurance
      1. Non-friable Asbestos: If removal or abatement on non-friable asbestos is included in the Work, and Contractor's General Liability Insurance coverage excludes risks associated with

- asbestos, then Contractor shall provide evidence of a Special Endorsement.
2. Friable Asbestos: If removal or abatement of friable asbestos is included in the Work, then Special Endorsement: Evidence of a Special Endorsement shall be in the form of a Certificate of Insurance certifying a special endorsement for asbestos abatement insurance with a minimum \$500,000 limit of liability. If Contractor is performing no portion of the asbestos removal or abatement with its own forces, the Contractor, in lieu of its own such endorsement, may substitute a Certificate showing such special endorsement covering the subcontractor or sub-subcontractor actually performing the asbestos removal or abatement.
  2. Comprehensive Automobile Liability:
    - a. Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and no-owned vehicles.
    - b. Bodily injury and property damage combined single limits:  
Each Occurrence: \$500,000
  3. Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law):
    - a. Workers Compensation: according to statute
    - b. Employer's Liability: \$100,000
- C. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the Work and thereafter upon renewal or replacement of each required policy. These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. As 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 Subparagraph 9.10.2 of AIA Document A201-2017 and thereafter upon renewal or replacement of such coverage until the expiration of the time required. 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.

### **Property Insurance Requirements**

- A. The Contractor 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 Contact 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 with optional deductibles. Such property insurance shall be maintained unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 of AIA Document A201-2017 or until no person or entity other than the

Owner has an insurable interest in the property requiring coverage, whichever is later. This insurance shall include interests of the Owner, the Contractor, the Subcontractors and Sub-subcontractors in the Project.

- B. 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 Contactor's services and expenses required as a result of such insured loss.
- C. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- D. Partial occupancy or use in accordance with Paragraph 9.9 of AIA Document A201-2017 shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- E. The Contractor 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.
- F. Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes the property insurance coverages required. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that issuing company will endeavor to mail three days written notice to the Owner should the policy be canceled prior to the expiration date. Failure to mail such notice shall impose no obligation or liability of any kind upon the Contractor or issuing company.

#### **Performance Bond and Payment Bond Requirements**

The Contractor shall furnish and pay the cost for a Performance Bond and Payment Bond, each in the amount of the Contract as security for faithful performance of the Contract and payment of all obligations arising thereunder. The Bonds shall be executed on an AIA Document A312 Form; no other forms are acceptable. The Bonds shall be written by a Surety Company licensed to do business in the State of Tennessee, by an Agent whose office is local to or in close proximity to the place of business of the Contractor, and by a Company rated "A" or above by "Best's Key Rating Guide", or the A.M. Best Company, Inc.

END OF SECTION

## **Section 01 11 00 Summary of Work**

### **Part 1 General**

#### **1.1 Scope of Work**

- A. The work included under these Specifications and the accompanying drawings consists of providing all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, services, equipment and incidentals for the construction of the Sweetwater High School Structural Repair project.
- B. Scope of work includes repair of portions of the existing masonry building, as indicated on the Drawings. Maintaining operation of the existing school is a part of this work.
- C. The work is primarily repair / maintenance in nature, as all scopes of work include connection to an existing building and work on previously developed sites. As such, much of the work involves existing conditions. The Design Team and Owner have attempted to identify all scopes of work; however, all incidental parts of the work may not be identified in the documents. All collateral or accompanying work required in order to accommodate work specifically shown in the documents shall be included in the Contractor's bid, and shall not be cause for issuance of change orders.
- D. Contractor shall coordinate his construction activities and materials staging with Owner's activities so as to minimize disruption to Owner's ongoing business and activities. The buildings will remain occupied and in use throughout this project. Construct temporary barriers and partitions as designated on the drawings as a minimum, and additional barriers and partitions as required to protect Owner's operations, personnel, and students from dust, debris, and construction activities.
- E. Means and methods of construction are the responsibility of the Contractor, but Owner must maintain operation of school activities whenever school is in session. A copy of the school calendar(s) is available at [www.monroe.k12.tn.us](http://www.monroe.k12.tn.us) Contractor is to propose schedule to accomplish work while maintaining school activities, and is to be approved by Owner prior to Contractor starting work; schedule is generally anticipated to be as follows:
  - 1. Construction work may begin upon Notice to Proceed, except for periods of standardized testing.
  - 2. No work is to be done during periods of standardized testing.

#### **1.2 Items Included**

Included in the General Contract is all labor & materials necessary to construct the project and associated work according to the Contract Documents.

#### **1.3 Contract Documents**

The work shall be executed according to the Specifications, Addenda and Drawings listed in the index on the Drawings.

#### **1.4 Items Not In Contract**

Items on the drawings, which are marked "N.I.C." are not included in this Contract. Under this Contract, the Contractor shall rough-in mechanical and electrical services required for items not in the Contract.

End of Section

## **Section 01 21 00 Cash Allowances**

### **Part 1 General**

#### **1.1 Scope**

The Contractor shall include in his bid the Allowances named and specified herein and indicated on the Drawings. All work and materials shall be provided in accordance with the Contract Documents.

#### **1.2 Adjustment Of Costs And Materials**

- A. Each Allowance includes the cost, expense and/or materials as set forth for each item.
- B. In the event the materials, as set forth in each allowance, do not cost, as much as allotted, a credit shall revert to the Owner.
- C. In the event the materials, as set forth in each allowance, are not used in their entirety a monetary credit shall revert to the Owner.
- D. In either of the above instances, the Contractor shall be required to substantiate quantity actually used of the allotted monies and/or materials.

#### **1.3 Allowance Accounting**

- A. Allowance costs shall be accounted for through the issuance of Supplemental Instructions as costs are occurred and agreed upon by all parties at project progress meetings.
- B. Contractor shall list each Allowance as a separate line item on Applications For Payment.
- C. Contractor shall have included overhead & profit, general conditions, bond costs, etc. to Allowance. Subcontractor's markup is allowed.

### **Part 2 Products**

(not applicable)

### **Part 3 Execution**

#### **3.1 Allowance No. 1**

- A. Allow the sum of \$10,000.00 for miscellaneous work not called for on the Drawings but requested by Architect/Owner.

End Of Section



## Section 01 21 46 Weather Allowances

### Part 1 General

#### 1.1 Extension Of Contract Time

If the basis exists for an extension of time in accordance with paragraph 8.3 of the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

#### 1.2 Standard For Average Climatic Range

- A. The Owner has reviewed data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range in the State of Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipated number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

Jan.	Feb.	Mar.	Apr.	May	June	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

#### 1.3 Adverse Weather And Weather Delay Days

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
  - 1. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure
  - 2. Temperatures, which do not rise above 32 degrees F by 10:00 a.m.
  - 3. Temperatures, which do not rise above, that specified for the day's construction activity by 10:00 a.m., if any specified.
  - 4. Sustained wind in excess of twenty-five (25) m.p.h.
  - 5. Standing snow in excess of one inch (1.00")
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
  - 1. For rain days above the standard baseline;
  - 2. Only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings, and,
  - 3. At a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Architect.
- C. Inclement weather on weekends may only be counted as a delay day if the contractor has shown a pattern of customarily working on weekends.
- D. If any work is done by any trade on a given day, that day cannot be counted as a delay day.

#### 1.4 Documentation And Submittals

- A. Submit daily jobsite work logs showing which and to what extent construction activities have

- been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Architect at beginning of project.
  - C. Use standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
  - D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in paragraph 4.3 of the Conditions.
  - E. If an extension of the Contract Time is appropriate, it shall be effected in accordance with the provisions of Article 7 of the Conditions, and the applicable General Requirements.

**Part 2 Products**  
(Not Applicable)

**Part 3 Execution**  
(Not Applicable)

End Of Section

## **Part 1 General**

### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

### **1.2 Requirements For All Applications**

- A. Form:
1. Use AIA Document G702 Application and Certificate for Payment, latest edition.
  2. Use AIA Document G703 Continuation Sheet, latest edition itemized with the line items and values of the Schedule of Values accepted by the Architect, and values and percentages for each line item.
- B. Submittal: Submit the original and three copies of each application to the Architect, with required attachments and accompanying submittals, in accordance with other applicable articles of this Section.

### **1.3 Application for Payment After Substantial Completion**

- A. After Architect has certified that the Work is substantially complete, Contractor shall submit application for payment, including appropriate reduction in retainage, with the following attachments:
1. Continuation sheets
  2. Consent of Surety to Final Reduction in or Partial Release of Retainage, using AIA Documents G707A with the original of the Consent attached to the original of the application, and a copy of the consent attached to each copy of the application.

### **1.4 Application for Final Payment**

- A. When Architect has certified that the Work is complete, Contractor shall submit a final application for payment.
- B. Submit with the following attachments:
1. Final Continuation sheets
  2. Contractor's Affidavit of Payment of Debts and Claims, using AIA Documents G706 and Contractor's Affidavit of Release of Liens using AIA Document G706A
  3. Consent of Surety Company to Final Payment, using AIA Document G707 with the original of the Consent attached to the original of the application, and a copy of the consent attached to each copy of the application. If Contractor has listed exceptions in the G706 form, Surety's consent shall acknowledge such exceptions.

### **1.5 Approval and Payment**

Architect, finding an application complete and correct, will certify the application and forward one copy to Contractor to indicate the action taken.

## **Part 2 Products - Not Applicable**

## **Part 3 Execution - Not Applicable**

End of Section

## **Section 01 31 19 Project Meetings**

### **Part 1 General**

#### **1.1 Pre-Bid Conference**

A pre-bid conference will be held at **Wednesday, July 26, 2023 at 2:00 PM ET.**

#### **1.2 Pre-Construction Conference**

- A. A pre-construction conference will be scheduled immediately upon the award of the Contract.
- B. Contractor shall be present and accompanied by his project coordinator, job superintendent, and all major subcontractors.

#### **1.3 Progress Meetings**

- A. Contractor, subcontractors, material men, and vendors whose presence is necessary or requested must attend meetings when called by the Architect or his representative for the purpose of discussing the execution of the work.
- B. Meetings will be held monthly at a time and place designated by the Architect or his representatives.
- C. Decisions, instructions, and interpretations given by Architect or his representative at these meetings shall be binding and conclusive on the Contractor.

### **Part 2 Products**

(not applicable)

### **Part 3 Execution**

(not applicable)

End Of Section

## **Section 01 32 04 Project Data**

### **Part 1 General**

- 1.1 The Contractor shall compile and maintain accurate Project Record Documents, Shop Drawings, Product Data, Maintenance and Operations Data, a record of subcontractors and material suppliers, and related information that the Owner may use for maintenance, operation, repair, renovation or additions to the Work.
- 1.2 Furnish Guarantees-Warranties, certifications, letters of acceptance, maintenance agreements, bonds and other documents required by the Contract Documents.
- 1.3 Organize the material as required for submittal to and acceptance by the Architect.
- 1.4 **Project Record Documents**
  - A. Maintain at the site, in good condition, one complete set of Contract Documents for use only as Record Documents. These documents shall be marked "Record Documents" and shall not be for general reference or construction use. Make the Documents available for inspection by the Architect and the Owner. Do not conceal work until information is recorded.
  - B. Legibly mark the drawings to record actual conditions of construction including: location, depth, and identification of new and existing underground items, location by dimension and identification of utilities, valves, tap points, equipment, service access, test points, and related features, field changes in dimensions and detail, changes by addenda and change orders, description and details of features for maintenance, service, replacement, or expansion of the Work.

### **1.5 Project Data Binders**

Furnish two complete sets of Project Data in commercial quality three ring binders with durable plastic covers. Identify the project on the face and side of the binder. If multiple binders are required, identify as consecutively numbered volumes. The original documents shall be identified as set number one.

Provide the information as outlined below in the Project Data Binders.

1. Introductory Information:
  - a. Cover sheet or sheets giving complete project title, Contractor's name, address, and phone number, name of project superintendent, project manager and related general information.
  - b. Provide a complete listing of subcontractors and material suppliers, including company name, address, phone number, contact person and local representative.
  - c. Table of Contents for Sections. Section 1 is reserved for the Architect.
2. Section 2: Certificates and Acceptance
  - a. Section Table of Contents
  - b. Contractor's certification as described in Items 1.02.A.1 through 1.02.A.5 in Section 01 70 00 Contract Close-out
  - c. Certification by Hardware Manufacturer's Representative that all hardware

- installation and adjustment recommendations have been complied with
  - d. Certificate of Substantial Completion
  - e. Certificate of Occupancy from the TN Fire Marshal
3. Section 3: Warranties and Bond
- a. Section Table of Contents
  - b. Contractor's warranty of the work
  - c. Warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors as specified in the respective sections of specifications.
  - d. Complete information for each item.
    - 1) Product of work item
    - 2) Scope
    - 3) Name of firm or Contractor, with name of responsible principal, address and telephone number.
    - 4) Beginning date and duration of warranty, bond, or service and maintenance contract.
    - 5) Information for instances which might affect the validity of warranty or bond, and proper procedure in case of failure.
4. Section 4: Operating and Maintenance Data
- a. Section Table of Contents
  - b. List, with each system of product, the name, address and telephone number of the responsible subcontractor or installer. Give drawing and specification reference, building location, manufacturer and model number, local supplier and maintenance service company for each item.
  - c. Data for maintenance and operation of all major mechanical and electrical systems, equipment, and products furnished under the contract. For each unit of equipment, system, or product, as appropriate, provide:
    - 1) Description of unit and component parts.
    - 2) Operating and maintenance procedures, including manufacturer's printed operating and maintenance instructions, supplemented with drawings and written text as necessary to clearly illustrate proper operation and maintenance procedures. Provide a logical sequence of instructions for each procedure.
    - 3) Servicing and lubrication schedule with a list of lubricants required.
    - 4) Manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
    - 5) As installed control diagrams by controls manufacturer.
    - 6) Each subcontractor's coordination drawings with as-installed color-coded piping diagrams and wiring diagrams.
    - 7) Charts of value tag numbers with the location and function of each value.

### 1.7 Owner Verification

Submit to the Architect, written certification, that all required Owner orientation herein specified has been performed to the Owner's satisfaction. Owner signed certificate shall be included in data

Sweetwater High School  
Structural Repair  
Sweetwater, Monroe County, Tennessee

Section 01 32 04  
Project Data

binder.

End Of Section

## **Section 01 32 05 Administrative Logs**

### **Part 1 General**

#### **1.1 Shop Drawing Log**

Maintain a shop-drawing log to record the status of submittals made to the Architect.

1. Submit three (3) copies with each application for payment.
2. Clearly identify the Project.
3. Indicate for all shop drawings, product data, and samples submitted to date:
  - a. Title or name.
  - b. Date submitted to the Architect.
  - c. Date returned by the Architect.
  - d. General nature of the Architect's response.

#### **1.2 Visitor Log**

Maintain visitor log in the field office to record visits by all persons not a part of the Contractor's forces, materials suppliers, or subcontractor's forces.

1. Submit three (3) copies with each application for payment.
2. Clearly identify the Project.
3. Indicate:
  - a. Visitor name and affiliation.
  - b. Date of visit.
  - c. Time of arrival and departure.

### **Part 2 Products**

(Not Applicable)

### **Part 3 Execution**

(Not Applicable)

END OF SECTION



## **Section 01 32 13 Scheduling of Work**

### **Part 1 General**

#### **1.1 Contract Conditions**

Following the receipt of bids, the prospective contractor will be required to develop and submit a Construction Schedule detailing their intended work schedule to meet the time and physical constraints outlined in this Section. Failure to submit a schedule within ten days following the Bid date shall be grounds for consideration of Alternative Bidders. The Construction Schedule shall become a part of the Contract. Failure to adhere to the schedule shall be grounds to withhold Anticipated Liquidated Damages.

#### **1.2 Access and Security**

- A. The Contractor shall be responsible for verifying and maintaining documentation that all construction forces that are on site have met the State of Tennessee Background Check Law.
- B. Construction Personnel on site during school hours shall wear visible identification badges. The Contractor shall maintain a log of personnel each day during the course of the project.
- C. The Owner shall maintain access control to the site at all times.
- D. Construction Personnel judged by the Principal to be disruptive to school activities shall be dismissed by the Contractor.

#### **1.3 Scheduling Factors**

Means and methods of construction are the responsibility of the Contractor, but Owner must maintain operation of school activities whenever school is in session. A copy of the school calendar(s) is available at <https://www.monroe.k12.tn.us/>. Contractor is to propose schedule to accomplish work while maintaining school activities, and is to be approved by Owner prior to Contractor starting work; schedule is generally anticipated to be as follows:

- 1. Construction work may begin upon Notice to Proceed, except for periods of standardized testing.
- 2. No work is to be done during periods of standardized testing

### **Part 2 Products (Not Applicable)**

### **Part 3 Execution**

#### **3.1 Work Coordination**

- A. The Contractor shall coordinate the work to be done in consultation with the School Principal.
- B. Dangerous or disruptive work, that would be noisy, cause dust, etc. (Example: Sawing openings in walls) shall be done when students are not present in surrounding area, in order to avoid disruption to the education process.
- C. Work that is safe and not disruptive to students in adjacent spaces, such as conduit routing, may take place at any time students are not present in the space, provided the space is returned to a functional condition prior to the next scheduled school use.

- D. Work outside the existing building may be done at any time that does not interfere with school activities. The Contractor shall coordinate the new construction with the local Fire Marshal and School Principal to assure that proper egress is maintained from the existing buildings at all times.
- E. Provide temporary exterior barriers (chain link fence 6ft high) as required to separate school activities from the construction area and protect school staff and students from danger. See Civil Drawings for the proposed construction area layout. Coordinate layout of barrier with Fire Marshal and School Principal. Move and relocate barrier as required by progress of construction work.

End Of Section

## **Section 01 33 00 Submittal Procedures**

### **Part 1 General**

#### **1.1 Approved Drawings**

- A. Upon award of Contract, the Contractor will be provided an electronic / pdf copy of the Fire Marshal approved set of documents. Contractor shall print a set of these documents, to be retained at the job site throughout the duration of the project.
- B. A copy of other Drawings / Documents subject to Authorities Having Jurisdiction, such as SWPPP / NOI, ARAP, ER., is to be retained at the job site throughout the duration of the project.

#### **1.2 Construction Schedule**

- A. Within 20 days from date of Owner-Contractor Agreement the Contractor shall deliver to the Architect an estimated construction progress schedule in a form approved by the Architect.
- B. Prepare bar chart with separate bar for each section in the Specifications, identifying first workday of each week.
  - 1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
  - 2. Identify each item by Specification section number.
  - 3. Show projected percentage of completion for each item of work as of time of each Application for Payment.
- C. Provide schedule showing submittal dates for shop drawings, product data and samples, and dates reviewed submittals will be required from Architect.
- D. Submit the number of submittals the Contractor requires plus two copies, which will be retained by the Architect.

#### **1.3 Estimate Form**

- A. Within 20 days from date of Owner-Contractor Agreement the contractor shall furnish: (1) a detailed estimate giving a complete breakdown of the contract price by each section in the Specifications and (2) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price. The Estimate Forms to be used are AIA G702 and G703.
- B. When the Architect requires substantiating information, submit data justifying line item amounts in question.
- C. Coordinate listings with Construction Schedule.

#### **1.4 Progress Reports**

- A. Progress reports shall be kept on a daily basis to cover each facet of the work. These reports shall be kept on file at the field office, and shall be sent to the Architect for his review.
- B. Submit a monthly report to the Architect in which the progress is reported on each area of work being undertaken.

#### **1.5 Subcontractors And Principal Suppliers**

- A. Submit a list of subcontractors and principal suppliers within 20 days after date of Owner-Contractor Agreement. Except for work to be performed with own forces, list names of subcontractors and the portion of work to be performed by each. List the suppliers, and where applicable, the proprietary names of principal items or systems of material and equipment.
- B. When requested, submit evidence of reliability and responsibility of the subcontractors or suppliers to furnish and perform the work.
- C. Proposed subcontractors and principal suppliers, to whom the Architect and Owner have made no objection, must be used on the work for which they are proposed.

#### **1.6 Shop Drawings And Samples**

- A. All shop drawings must be submitted within 60 calendar days of contract award. Shop drawings and samples shall be properly identified by name of project, description or names of equipment, materials and items, and complete identification of locations at which materials or equipment are to be installed.
- B. The Contractor shall submit shop drawings for all items called for in the Specifications. **All shop drawings shall be submitted in PDF electronic format. The submitted file shall be titles beginning with the six digit CSI Spec number. An electronic copy will be returned to the Contractor after review.** One print of each drawing bearing the "No Exceptions Taken" or "Note Markings" of the Architect shall be kept at the project office and shall be maintained in good condition. No other shop drawings shall be on the job for any purpose whatsoever.
- C. Evidence of the Contractor's compliance with General Conditions is required prior to the Architect's review of shop drawings, product data, or samples. Submittals not bearing Contractor's approval stamp or statement that the submittal has been checked and approved will be returned without action by the Architect.
- D. Following the Architect's review, shop drawings, product data, and samples will be returned bearing the Architect's stamp with one of the following markings:
  - 1. "No Exceptions Taken": Work may proceed providing it complies with notations on submittal and with the Contract Documents. No additional submittals required.
  - 2. "Note Markings": Work may proceed providing it complies with notations on submittal and with the Contract Documents. No additional submittals required.
  - 3. "Revise and Resubmit": Do not proceed with work. Revise submittal in accordance with notations. Resubmit to obtain a different action marking. Do not allow submittals with this action marking to be used in connection with performance of the work.
  - 4. "Rejected": Do not proceed with the work. Submittal is rejected for non-compliance with the Contract Documents or other justified cause. Resubmit to obtain a different action marking. Do not allow submittals with this action marking to be used in connection with the performance of the work.
- E. Samples
  - 1. The Contractor shall furnish all samples called for in the Drawings and Specifications and such other samples as the Architect may direct.
  - 2. Samples for color selection shall include a complete selection of available colors and finishes. After the Architect has selected colors and finishes, the Contractor shall submit four additional samples of each of the selected colors and finishes which will become a master color guide to be used throughout the progress of the

- work.
3. Samples for the selection of colors and finishes shall be made in one submittal. No color selection will be made until samples on all items requiring color selection have been made.
- F. Submission of shop drawings and samples shall be accomplished by a transmittal letter, in duplicate, containing the project name, the Contractor's name, the subcontractor's name and/or vendor's name, a complete listing of the drawings or samples submitted, and other pertinent data.

**1.7 Manufacturer's Instructions**

- A. Submit manufacturer's installation instructions as required by individual Specifications section.
- B. Include manufacturer's printed instructions for delivery and storage, assembly, start-up, adjusting, and finishing.
- C. Submit the number of copies the Contractor requires plus two copies, which will be retained by the Architect.

**2.0 Products**

(Not Applicable)

**3.0 Execution**

(Not Applicable)

End Of Section

## **Section 01 41 00 Regulatory Requirements**

### **Part 1 General**

#### **1.1 Codes And Regulations**

A. Listed below are the Regulatory Requirements that apply to this project. Depending on the use of the building, other codes and regulations may also apply. This list is provided as a convenience to the Contractor and is not to be considered all inclusive of codes and regulations that may apply. The Contractor shall comply with all pertinent codes, standards, regulations and laws.

1. 2012 International Building Codes (excluding Chapters 11 and 27) by the International Building Code Council, Inc.
2. 2012 International Plumbing Code
3. 2012 International Fire Code by the International Code Council, Inc.
4. 2012 International Gas Code
5. 2012 International Mechanical Code
6. NFPA 101 Life Safety Code, 2006 Edition Published by the National Fire Protection
7. 2010 ADA Standards for Accessible Design
8. 1987 Edition of Boiler and Unfired Pressure Vessel Inspection Law, Rules, and Regulations, as promulgated by the Boiler and Pressure Vessel Division of the Department of Labor.
9. State of Tennessee, Department of Commerce and Insurance, Division of Fire Prevention, Tennessee Chapter 0780-2-1, Electrical Installations.
10. USDoJ Currently Enforced Americans with Disabilities Act Accessibility Guidelines (ADAAG 1991 with 1994 Revisions) [28 CFR Part 36]
11. The Water Quality Control Act of 1971 including revisions
12. ASHRAE Standards 90.1-2004, 90.2-2004 and 62.1-2007
13. National Electric Code, NFPA 70, 2008 Edition, Published by the National Fire Protection Association

#### **Part 2 Products**

(not applicable)

#### **Part 3 Execution**

(not applicable)

End Of Section

## **Section 01 45 00 Quality Control**

### **Part 1 General**

#### **1.1 Standard And Industry Specifications**

- A. Any material or operation specified by reference to the published specification or a manufacturer, the American Society for Testing and Materials (ASTM), The American National Standards Institute (ANSI), Federal Specifications (FS), or other published standard shall comply with the requirements of the current specification or standard listed. Should there be a discrepancy between the referenced Specifications and the Contract Documents, the more stringent shall govern unless written interpretation is obtained from the Architect. Should there be discrepancies among the referenced Specifications or standards, the more stringent requirements shall govern.
- B. The Contractor shall, if requested, furnish an affidavit from the manufacturer certifying that the materials or products being furnished meet the requirements specified. Such certification, however, shall not relieve the Contractor from the responsibility of complying with other requirements of the Contract Documents.

#### **1.2 Manufacturer's Directions**

All manufactured articles; materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary. Should there be any discrepancy between an installation as required by the Drawings and/or Specifications and the manufacturer's directions and/or recommendations, such discrepancy shall be brought to the attention of the Architect and shall be resolved before the work may proceed.

### **Part 2 Products**

(Not Applicable)

### **Part 3 Execution**

(Not Applicable)

End Of Section

## **Section 01 50 00 Temporary Facilities and Controls**

### **Part 1 General**

#### **1.1 Temporary Offices And Sheds**

- A. The Contractor shall provide his office, storage sheds and other structures as may be necessary to carry on the work. If the provisions of the Contract permit the Contractor may use existing facilities on site for this purpose. He shall be responsible for all maintenance and utilities.
- B. Storage sheds shall be of sufficient size to hold materials required on the job site at one time, and shall have floors raised at least 6" above the ground on heavy joists or sleepers. Sheds shall be watertight.

#### **1.2 Existing and Temporary Utilities**

- A. Water, electric power and other utilities required for construction purposes shall be provided at the expense of the Owner.
- B. Furnish and install all temporary piping and wiring required for the use of water and electric power for construction and other purposes, and upon completion of work remove all temporary piping and wiring. Temporary utility lines are not specifically shown on the Drawings, but shall be routed as required by conditions at the site.
- C. Existing utility lines, which are to remain permanently or temporarily in service, shall be carefully protected from damage or dislocation, and any damage to these lines shall be made good at no additional cost to the Owner. Existing utility lines that are so shown or noted shall be abandoned and removed, removed and relocated, or abandoned and replaced with new lines, as specifically shown on the Drawings or noted in the Specifications.
- D. The term "Utility Lines" shall be understood to include but not limited to: water lines, gas lines, sanitary sewers, storm sewers, electric power lines, communication lines, and appurtenances such as manholes, catch basins, fire hydrants, valves, junction boxes and switches.
- E. In general, all work outlined in this sub-section shall be performed by the trade in which jurisdiction it falls, but each trade shall fully cooperate, and all work shall be carefully coordinated by the Contractor so that the work involved will be performed at the proper time and completed in accordance with the intent of the Contract.

#### **1.3 Toilet Facilities**

The Contractor shall provide toilet facilities on the premises for workmen on the project and shall maintain same in a sanitary condition.

#### **1.4 Temporary Barriers**

- A. Temporary barriers shall be constructed to separate construction activities from ongoing facility activity.
- B. Exterior barriers shall be 4' high plastic fencing, unless noted otherwise on the Drawings. Patch paving where posts are set into paving.
- C. Interior barriers are to be constructed of polyethylene sheet, unless noted otherwise on the



Drawings. Provide signs clearly labeling construction areas.

- D. At exits, coordinate the extent of barriers with facility management to ensure safety of building occupants. Coordinate the location and timing of these barriers with the school staff and the Fire Marshal.

### **1.5 Watchmen**

- A. The extent of a watchmen's services is left to the discretion of the Contractor. The Contractor shall be responsible for damage or loss to the Work as provided by the General Conditions.
- B. The Contractor may be held responsible and will be required to repair any damage or replace any loss, which may occur during the period of the Contract to any part of the work, materials or equipment, including items furnished by the Owner or others for installation by the Contractor.

### **1.6 Rodent and Vermin Control**

- A. The Contractor shall provide on the job site ample and suitable containers with covers and shall be fully responsible for maintaining on the site adequate housekeeping to prevent rodent or vermin attracting refuse.
- B. During the construction period, any and all precautions shall be exercised to control the entry and breeding of rodents and vermin.

### **1.7 Water and Snow Control**

- A. Keep the site and the project free from accumulation of water, and supply, maintain, and operate all necessary pumping and bailing equipment.
- B. Remove snow and ice as necessary for the protection and prosecution of the work, and protect the work against weather damage.

### **1.8 Maintenance of Traffic and Circulation**

- A. Maintain circulation of traffic, both pedestrian and vehicular, and access to all parts of the site by firefighting apparatus during construction.
- B. Coordinate construction activities with Owner to assure adequate access for the conduct of building functions.
- C. Coordinate construction activities with the Owner, if required for incorporation of work by Owner.

### **1.10 Removal**

Temporary facilities shall be removed promptly as each is no longer required.

### **Part 2 Products**

(Not Applicable)

### **Part 3 Execution**

(Not Applicable)

End Of Section

## **Section 01 60 00 Material And Equipment**

### **Part 1 General**

#### **1.1 Products**

- A. The term product shall include material, equipment or system and may be referenced herein by trade name, brand, manufacturer or assembly.
- B. Products shall comply with Specifications and referenced standards as minimum requirements.
- C. Do not use products removed from existing structures except as specifically required or allowed by contract documents.
- D. Products shall not contain PCB's or asbestos.
- E. At completion of job, provide certification that no PCB or asbestos containing materials were used in construction.

#### **1.2 Transportation And Handling**

- A. Transport product by such methods as to avoid damage to the product.
- B. Provide the necessary equipment and personnel to handle products so as to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- D. Products shall be delivered in manufacturer's original, unopened containers or packaging.

#### **1.3 Storage And Protection**

- A. Provide suitable temporary storage facilities as required for the type and nature of the product being stored.
- B. Store and protect products in accordance with manufacturer's instructions, place on supports above ground or provide weather tight storage space. Stored products shall be protected from the elements. Control temperature and humidity as required.
- C. Arrange storage to allow for periodic inspection.
- D. Available storage space is limited to the job site. Off-site storage space requirements are the responsibility of the Contractor.

#### **1.4 Product Options**

- A. Products specified by reference standards or by description only: provide products meeting those standards.
- B. Products specified by naming one or more manufacturer: Provide specified products or equivalent products by other acceptable manufacture listed in the individual specification section.
- C. Equivalent product means the product functions the same, is the same material, is the same dimensionally and has substantially the same appearance, meets the same quality standard and codes as the named product. An equivalent product shall not affect design, detailing, cost, construction time or warranty.
- D. Products specified "No Substitutions Permitted": provide only the specified product. No options or substitutions allowed.
- E. The Contractor may request the use of optional products where allowed or specified and shall notify the Architect of the requested options elected within 30 days after award of

contract. His election shall not be subsequently changed.

## **1.5 Substitutions**

### **A. Policy**

1. Request for substitution shall be made in accordance with this specification.
2. Wherever a product is specified by a named manufacturer, the item named is intended to set standard of design, substance, performance and quality.
3. Proposals for substitution shall not be submitted with bids.
4. Substitutions shall not be included as shop drawing submittals.
5. In the consideration of proposed substitutions, the burden of proof shall rest with the Contractor.
6. The decision of the Architect shall be final.

### **B. Request for Substitution: Pre-Bid**

1. All request for substitution shall be received by the Architect not less than 10 days prior to bid date.
2. Such request shall be made using the "Substitution Request Form" provided herein.
3. Approval of such substitutions will be addressed by addendum. The decision of the Architect shall be final within the provisions of the contract documents.
4. The Contractor shall provide the following information with his substitution request:
  - a. The name and manufacturer of the product specified.
  - b. The name and manufacturer of the proposed substitution.
  - c. Complete descriptive and technical data, illustrations, dimensional information and all code, testing and standards references and certifications as required of the originally specified product.

### **C. Request for Substitution: Post-Bid**

1. Substitution request after receipt of bids shall be submitted by the apparent low bidder to the Architect for approval.
2. Such request shall meet all the requirement of Article B. above.
3. Approval of such substitutions will be addressed by addendum.
4. Only prime contractors shall submit substitutions request post-bid, all other request will not be considered.

### **D. Request for Substitution: After Contract Award**

1. Substitution request may be made after the award of contract for such causes as: if a specified product becomes unavailable or if by providing the specified product the contractor will experience undue delays or skilled craftsmen required for the specified product is unavailable locally, etc.
2. Such request for substitution shall be submitted by the General Contractor to the Architect within 30 days of award of contract for approval. Approval shall be given in writing.
3. Such request shall meet all the requirements of Article B. above.

## **Part 2 Products**

(Not Applicable)

## **Part 3 Execution**

(Not Applicable)

End Of Section

**SUBSTITUTION REQUEST**

TO: Upland Design Group, Inc.  
P. O. Box 1026  
Crossville, TN 38557  
Phone: (931)484-7541  
Fax: (931)484-2351

- Pre-Bid**
  - Post-Bid**
  - Post Contract Award**
- (Check One Above)

Architect's Project No. \_\_\_\_\_ Received by Architect \_\_\_\_\_

Date of Submittal \_\_\_\_\_

Project \_\_\_\_\_

Title \_\_\_\_\_

Specified Item \_\_\_\_\_

Section	Page	Description
---------	------	-------------

Proposed Substitution \_\_\_\_\_ (make, model, etc.)

\*\*\*\*\*

Please find \_\_\_\_\_ 8-1/2" x 11" pages of data which includes product description, specifications, drawing, photographs, performance and test data. Also find similar data pertaining to the specified item and comparisons to the proposed substitution.

The undersigned certifies that the characteristics of the proposed substitution is substantially equal or superior to that specified, maintenance and service parts are locally available, no project redesign will be generated due to this substitution and does not affect other trades, construction schedule, materials or products specified.

Submitted by:	Comments:
Signature _____	_____

Firm _____	_____
------------	-------

Address _____	_____
---------------	-------

Phone _____	Fax _____	_____
-------------	-----------	-------

\*\*\*\*\*

**ARCHITECT'S ACTION** By: \_\_\_\_\_ Date \_\_\_\_\_

- |   |                          |
|---|--------------------------|
| (Check One)   | Architect's Action Taken |
| <input type="checkbox"/> <b>Accepted</b>  | _____                    |
| <input type="checkbox"/> <b>Submit Further Data</b>   | _____                    |
| <input type="checkbox"/> <b>Received too Late</b>   | _____                    |
| <input type="checkbox"/> <b>Not Accepted</b>  | _____                    |
| <input type="checkbox"/> <b>Submit Proposed Cost</b> savings/increase proposed in association with substitution (applicable only to post bid & post contract award) |                          |

## **Section 01 70 00 Project Close-Out**

### **Part 1 General**

#### **1.1 Substantial Completion**

- A. When the Contractor considers the Work to be substantially complete, he shall submit to the Architect:
  - 1. Written notice that the Work is Substantially Complete in accordance with the Conditions of the Contract.
  - 2. A list of items to be completed or corrected and dates scheduled for completion or correction of each item.
- B. Upon receipt of such notice, the Architect will schedule a meeting with the Contractor, and the Owner's representatives to determine the status of completion.
- C. Should the Architect determine that the Work is not Substantially Complete, he will promptly notify the Contractor in writing stating the reasons. The Contractor shall remedy the deficiencies in the Work and send a second written notice of Substantial Completion to the Architect. The Architect will then schedule another meeting.
- D. When the Architect concurs that the Work is substantially complete, he will prepare a Certificate of Substantial Completion on AIA Document G704 accompanied by the Contractor's list of items to be completed or corrected as verified and amend by the Architect. The Architect will submit this Certificate to the Contractor and to the Owner for their signature with an accounting of any Liquidated Damages due.

#### **1.2 Final**

- A. When the Contractor determines the Work is complete, he shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. The Work has been observed for compliance with Contract Documents by a qualified person authorized by the Contractor.
  - 3. The Work has been completed in accordance with the Contract Documents.
  - 4. Equipment and systems have been tested and demonstrated in the presence of the Owner's representative and are operational.
  - 5. Inspections or letter of acceptance for items requiring approval from a governing authority as identified in Section 01 32 04 Project Data are complete and available.
  - 6. The Work is complete and ready for Final.
- B. Upon receipt of the certification, the Architect will schedule the final with the Contractor and the Owner's representatives to verify completion.
- C. Should the Architect consider the Work incomplete or defective, he will promptly notify the Contractor in writing incomplete or defective work. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification that the Work is complete. The Architect will then schedule another meeting.
- D. When the Architect finds the Work acceptable under the Contract Documents, he will request that the Contractor make the close-out submittals.

#### **1.3 Architect's Compensation**

- A. Should the Architect perform additional site visits due to failure of the Work to comply with

the claims of status of completion made by the Contractor:

1. The Owner will compensate the Architect for such additional services.
2. The Owner will deduct the amount of such compensation from the final payment due the Contractor.

#### **1.4 Project Close-Out Package**

- A. The Contractor shall submit the Project Data as required by Section 01 32 04 to the Architect as a single package.
- B. When the Architect has determined that the Project Data is complete and correct, he will prepare a Change Order, if necessary, reflecting the approved adjustments to the Contract Sum which were not previously made by Change Order, and deliver it to the Contractor, who shall sign and return it to the Architect.

#### **1.5 Certifications**

Contractor shall provide written certification that all new work is 100% free of asbestos and P.C.B. containing materials.

#### **1.6 Warranty**

- A. During the one-year warranty period all warranty items needing corrective work shall be tracked on the attached Warranty Item Tracking Form. Warranty items shall be identified by the Owner or his representative on this form and then forwarded to the Contractor with a copy forwarded to the Architect. The Contractor shall then correct the identified problem, note corrective work on this form and then forward the tracking form to the Owner or his representative with a copy forwarded to the Architect.
- B. A Warranty site visit will be scheduled and conducted at the project site prior to one year from the date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible.
- C. The Warranty site visit will be attended by at least one representative of the Owner, the Architect, and the Contractor.
- D. The Warranty site visit is intended to be an opportunity for the Contractor to become aware of any outstanding corrections needed pursuant to the basic one-year warranty of the Work.

End Of Section

**WARRANTEE ITEM TRACKING FORM** UPLAND DESIGN GROUP, INC.

FOR: \_\_\_\_\_ ITEM NO. \_\_\_\_\_  
PROJECT NAME LIST SEQUENTIALLY

INITIATION DATE \_\_\_\_\_ NOTED BY \_\_\_\_\_

DESCRIPTION/LOCATION ( \_\_\_\_\_ ) : \_\_\_\_\_  
SPACE NO.

WEATHER NOTED AT FIRST OBSERVATION (IF APPLICABLE)  
\_\_\_\_\_

SPECIAL NOTATIONS: \_\_\_\_\_

\*\*\*\*\*

NOTIFIED \_\_\_\_\_ BY FAX \_\_\_\_\_ PHONE \_\_\_\_\_ LETTER \_\_\_\_\_  
(CHECK ONE)

AT \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

\_\_\_\_\_ ADDRESS \_\_\_\_\_ ON \_\_\_\_\_  
DATE

COPIED TO \_\_\_\_\_ @ \_\_\_\_\_

\*\*\*\*\*

\*\*

FORWARDED TO \_\_\_\_\_ ON \_\_\_\_\_  
RESPONSIBLE PARTY DATE

BY PHONE \_\_\_\_\_ FAX \_\_\_\_\_ ADDRESS \_\_\_\_\_  
NUMBER NUMBER

WITH THE FOLLOWING DIRECTIVE: \_\_\_\_\_

\*\*\*\*\*

CORRECTIVE ACTION \_\_\_\_\_ BY \_\_\_\_\_  
DATE SERVICE REPRESENTATIVE

(BELOW PLEASE NOTE THE APPARENT CAUSE OF THE PROBLEM AND A FULL DESCRIPTION OF WORK PERFORMED TO CORRECT THE PROBLEM)

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

SPECIAL NOTATIONS

DATE BY COMMENT

\_\_\_\_\_

\_\_\_\_\_

## **Section 01 74 00 Cleaning**

### **Part 1 General**

#### **1.1 Scope**

The work required under this Specification consists of all material, labor and equipment to clean the project at the completion of the construction.

### **Part 2 Products**

#### **2.1 Cleaning Products**

Use commercial cleaning products recommended for the surface or material to be cleaned.

### **Part 3 Execution**

#### **3.1 Progress Cleaning**

- A. Keep project site and interior free from packaging, waste and scrap materials, and
- B. Arrange stockpiled materials in an orderly way on site. Dispose of crating material, pallets, strapping, promptly; don't allow it to accumulate.
- C. Provide adequate number of refuse containers for small disposable items such as food and drink packages and bottles.
- D. Protect lightweight materials and waste, such as insulation board and scraps, from being carried about by the wind.
- E. Provide walk boards, etc., to minimize mud carried into the building.

#### **3.2 Final Cleaning**

- A. At interior, clean all exposed areas to remove visible foreign matter, film, or labels. Use only recommended cleaning solutions and methods for each surface to be cleaned. Remove all construction and cleaning materials upon completion.
- B. At exterior, Remove all temporary enclosures and buildings off site. Wash down all exterior surfaces with water. Remove any product labeling. Clean any foreign materials off surfaces using recommended cleaning practices.

End Of Section



## **Section 03 10 00 Concrete Forming**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

This section includes formwork for concrete to be cast-in-place at the job site, as specified and shown on the Drawings.

#### **1.3 Related Work**

- A. The Contractor shall check all Drawings and Specifications and cooperate with all trades to assure that provisions are made for all items to be attached to or pass through concrete work.
- B. Cast-In-Place Concrete is specified in Section 03 30 00.
- C. Concrete Finishing is specified in section 03 35 00.

#### **1.4 Quality Assurance**

- A. Materials and work shall conform to the requirements of standards, codes and recommended practices required in this section. In conflicts between industry standards and this specification, or this specification and local building code, the more stringent requirements shall govern.
- B. Applicable Standards
  - 1. "Guide to Formwork for Concrete" ACI 347R, latest edition.

### **Part 2 Products**

#### **2.1 Forming Materials**

- A. Formwork shall be constructed of wood or metal as specified. Special attentions shall be given to formwork for concrete, which will be exposed to view in the finished work.
- B. All forms shall be observed and approved by the Architect before concrete is placed.
- C. Following are accessories to be used in concrete work:
  - 1. Unexposed surfaces: No. 2 or better dimension lumber.
  - 2. Exposed surfaces: BB plyform Class 1, 5/8" thick plywood; or No. 2 or better dimension lumber lined with 1/4" thick BB moisture resistant plywood, 1/8" thick tempered hardboard; or smooth steel forms.

### **Part 3 Execution**

#### **3.1 Construction Of Forms**

- A. Forms shall be constructed so that the finished concrete will conform to the shape, lines,

grades and dimensions shown. They shall be sufficiently braced to prevent deflection or distortion under the weight or pressure of wet concrete or construction loads and tight enough to prevent leakage.

- B. Forms for unpainted exposed surfaces shall be coated with form sealer before reinforcing steel is in place. Sealer shall be used in lieu of oil for surfaces to be painted. Forms for unexposed surfaces may be wetted in lieu of oiling except in freezing weather when oiling is mandatory.
- C. Expansion joints shall be provided wherever concrete slabs abut vertical surfaces, and elsewhere as shown on the Drawings.

### **3.2 Removal**

Forms shall be removed as soon as possible after pouring. Control tests have been specified to determine when concrete reaches the required strength to permit stripping forms. Forms shall be removed in accordance with requirements of the Standard Building Code, without damages to concrete, and in a manner to insure complete safety of the structure. Shoring shall be left in place until the concrete member will safely support its weight and the load upon it.

End Of Section

## **Section 03 20 00 Concrete Reinforcing**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

This Specification includes all concrete reinforcing steel including fabrication and placing, as specified and shown on the Drawings.

#### **1.3 Shop Drawings**

- A. Submit shop drawings, showing bending diagrams, assembly diagrams, splicing and lapping of rods, dimensions, shapes, and details of bar reinforcing and accessories. Shop Drawings must be approved by the Architect before reinforcing is fabricated or placed.
- B. All rod reinforcing shall be tagged according to mark numbers on the Shop Drawings.

#### **1.4 Standards**

Requirements of the Standard Building Code and the Concrete Reinforcing Steel Institute shall apply to fabrication, splicing, bending, location, and placing of reinforcing.

### **Part 2 Products**

#### **2.1 Reinforcing Materials**

- A. Reinforcing bar steel shall conform to ASTM A 615, Grade 60 with deformations conforming to ASTM A 305. Bars shall be free from excessive rust, scale, grease, paint, or other coatings, which adversely affect bond.
- B. Tie and stirrup steel shall conform to ASTM A 615, Grade 60.
- C. Wire Mesh Reinforcing: Mesh shall be black steel gauge as shown on drawings, electrically welded conforming to ASTM A 185.
- D. Accessories: All required beam and slab reinforcing chairs shall be provided in accordance with the latest recommendations of the American Concrete Institute Code and Detailing Manual. All chairs and bolsters used against exposed faces of concrete shall be stainless steel.

### **Part 3 Execution**

#### **3.1 Fabrication**

Reinforcing shall be cold bent for fabrication.

#### **3.2 Installation**

- A. Reinforcement shall be accurately positioned and secured against displacement by tying at all intersections with annealed iron wire of not less than No. 18 gauge. Bars with bends or kinks not shown on Drawings shall not be placed. All reinforcement in any one section shall be completely placed and inspected before pouring of concrete begins.
- B. Reinforcement in slabs over earth shall be supported by steel or plastic chairs 1" below top surface of slab. High chairs for bent up portions of bars in slabs and beams shall be placed not more than 3'- 0" on centers.
- C. Unless otherwise shown on the Drawings, the metal reinforcing shall be protected by the thickness of concrete over the reinforcing as follows (in any case the coverage shall be not less than the diameter of the bars):
  - 1. Where concrete is deposited against the ground, without the use of forms, not less than 3".
  - 2. Where concrete will be exposed to the ground, but where it is placed in forms, not less than 2".
  - 3. Where concrete will be exposed to weather, not less than 1-1/2".
  - 4. In slabs not exposed to the ground or to weather, not less than 3/4".
  - 5. In beams not exposed to the ground or to weather, not less than 1-1/2".

End Of Section

## **Section 03 30 00 Cast-In-Place Concrete**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

This Specification includes placing and finishing all concrete to be cast-in-place at the job site.

#### **1.3 Related Work**

- A. Concrete formwork and reinforcement are specified in previous Sections of DIVISION 3.
- B. The testing required by this Section is covered by Cash Allowance, see section 01 21 00.
- C. Vapor Retarders are specified in Section 07 26 00

#### **1.4 Quality Assurance**

- A. Materials and work shall conform to the requirements of standards, codes and recommended practices required in this section. In conflicts between industry standards and this specification, or this specification and local building code, the more stringent requirements shall govern.
- B. Applicable Standards
  - 1. "Specifications for Structural Concrete for Buildings" ACI 301, latest edition.
  - 2. "Guide for Concrete Floor and Slab Construction" ACI 302, latest edition.
  - 3. "Hot Weather Concreting" ACI 305, latest edition.
  - 4. "Building Code Requirements for Structural Concrete" ACI 318, latest edition.
  - 5. "Standard Specification for Ready-Mixed Concrete" ASTM C 94, latest edition.
  - 6. "Cold Weather Concreting" A.C.I. 306R, latest edition.

#### **1.5 Submittals**

- A. Submit product data for the following:
  - 1. Water-reducing admixture.
  - 2. Air-entraining admixture.
- B. Submit concrete mix designs.
- C. Submit certificate prepared by the concrete supplier stating that the specified materials were added in the proper proportions to each batch of concrete.

### **Part 2 Products**

#### **2.1 Cement Manufacturers**

Cement manufacturer shall be Dixie, Lonestar, Marquette, Signal Mountain or approved substitute.

#### **2.2 Mixing Water**

Water shall be clean and free from oil, acids, injurious amounts of vegetable matter, alkalies and salts; suitable for drinking.

#### **2.3 Aggregates**

- A. Gradation shall be determined by mix design, in no case larger than 1/5 of the narrowest space between reinforcing bars.
- B. Coarse aggregate shall be hard, durable, uncoated crushed stone or washed gravel conforming to ASTM C 33.
- C. Sand shall be hard, durable, uncoated, washed grains, free from salt, loam, and clay, conforming to ASTM C 33.

#### **2.4 Cement**

Cement shall conform to ASTM C 150 or air entraining Portland cement conforming to ASTM C 175. Cement shall be Type I-II unless otherwise noted.

#### **2.5 Fly Ash**

Fly Ash, if used, shall conform to ASTM C618, Class F or C, except maximum loss on ignition shall not exceed 3.0% by weight.

#### **2.6 Admixtures**

- A. Admixtures for water reducing shall be manufactured by Master Builders, or approved substitute.
  - 1. Use Pozzolith 344N for water reducing
  - 2. Use 300-R when required for use in hot weather.
  - 3. Use 122-HE or Pozzotec 20 when required for use in cold weather.
  - 4. Use super plasticizer in all concrete fill of masonry walls
- B. Admixtures for air entrainment shall be Master Builder's MB VR Standard.
- C. Use Evaporation Reducer in windy / dry conditions.

#### **2.7 Gravel Fill**

Fill under slabs shall be crushed ¾" stone.

### **Part 3 Execution**

#### **3.1 Cold Weather Precautions**

- A. Provide adequate equipment for heating the materials and protecting the concrete during freezing or near-freezing weather. No frozen materials containing ice shall be used. Concrete materials, reinforcing, forms, fillers and ground on which concrete is to be deposited shall be frost-free.
- B. All work below 40 degrees shall have Masterbuilders 122-HE or Pozzotec 20 and shall be air-entrained.
- C. The following procedures shall be followed:
  - 32 degrees - 25 degrees cover with polyethylene
  - 25 degrees - 20 degrees cover with polyethylene and insulation
  - 20 degrees - below cover with polyethylene, insulation and heat to above 20 degrees. Concrete temperature shall be 60 degrees. These precautions shall be maintained for a minimum of 72 hours
- D. Salt, calcium chloride, or other additives shall not be used to prevent freezing. Methods of heating and protection shall be approved by the Architect.

#### **3.2 Concrete Mix Design**

- A. As specified or noted on the Drawings, all concrete shall be designed to attain the following requirements, and shall comply with ASTM C94.
  - 1. Concrete strength shall not be less than follows (less than the strength specified below shall be cause for rejection and removal at the Contractor's expense):
    - a. 3,000 psi - 2,100 psi at 7 days, and 3,000 psi at 28 days
    - b. 4,000 psi – 3,000 psi at 7 days and 4,000 psi at 28 days
  - 2. Slump shall be from 3 to 5 inches.
  - 3. All concrete for exterior use shall have an air entrainment of 6 percent.
- B. Mix design (s) shall be approved by the Architect before any concrete is placed on the job.
- C. Mix designs shall be prepared by an independent testing laboratory. Mix design shall include concrete strength tests at 7, 14 and 28 days.
- D. No chloride containing admixtures shall be used.
- E. Mix designs for exterior applications shall have a Solar Reflective Index (SRI) of .29 as a minimum. (This is part of the LEED criteria)

### **3.3 Proportioning And Mixing**

- A. Measurement and Handling: Materials shall be measured and handled in a manner that will assure consistency of aggregate grading and batch assembly. Measurement shall be by weight.
- B. Ready Mix Concrete: Concrete shall comply with "Standard Specifications for Ready Mixed Concrete", ASTM C 94, except that the slump and strength tests shall be as specified herein. Transit and measuring equipment will be subject to approval of the Architect.
- C. Air Entrained Concrete: Dry ingredient shall be mixed to a uniform color before the admixture is introduced.

### **3.4 Preparation**

- A. Prior to placing concrete, forms, reinforcing, inserts, concrete accessories, accessories for other trades, chutes, and runways, protection materials shall be in place and properly secured. Forms for foundation trenches shall be clean. Water shall be removed from trenches. Reinforcing steel shall be clean. Where a vapor retarder is not used, fill for slabs on grade shall be thoroughly dampened. Adjacent work shall be protected from soiling and staining.
- B. When placing concrete upon or against a surface that has set, the surface shall be cleaned of dirt, scum, and loose materials, then be roughened, wetted, and grouted with 1:2 Portland Cement mortar just before the new concrete is placed.

### **3.5 Conveying And Placing Concrete**

- A. Concreting shall proceed to completion as continuous as possible. When necessary to interrupt the work, stop boards shall be placed to form construction joints.
- B. Concrete shall be placed within 45 minutes after mixing. Use of partially set or retempered concrete is prohibited. Concrete shall be deposited as near as possible to its final position with a minimum of crawling or aggregate separation. Where compacting is difficult or reinforcing congested, batches of mortar of sand-cement ratio used in concrete shall be placed in the forms before the concrete. All corners and angles in forms shall be completely filled.
- C. All concrete except for flatwork shall be compacted using a mechanical vibrator.

### **3.6 Placement Procedures**

- A. Floor slab on grade:
1. Over the compacted subgrade, min 4" of gravel fill shall be placed, well compacted and level.
  2. Immediately before place concrete, vapor barrier shall be laid. Care shall be taken to avoid tearing the vapor barrier.
  3. Continuous expansion joint strips shall be set where slab abuts vertical surfaces.
  4. Concrete shall be placed and screeded to required level immediately after vapor barrier and expansion joints are installed. Cold joints shall be provided according to amount of concrete to be placed and shape of the slab. Location of joints shall be approved by the Architect. Slabs shall be finished as hereinafter specified.
  5. Control joints shall be installed true and level at locations indicated on the Drawings, and at spacing as noted above.
- B. Exterior walks and decks:
1. Walks, curbs and exterior slabs shall be constructed with sections as shown on the Drawings. All walks shall have a slope of 1/8" per foot minimum and 1/2" per foot maximum away from the building.
  2. Concrete shall be true to level and shall be given a carpet-float finish before concrete sets. All edges, including those at expansion and dummy joints, shall be tooled to 1/4" radius. Final tooling shall be done after broom finish is applied.
  3. Traffic shall not be permitted on walks for at least 72 hours after pouring.
- C. Concrete shall be placed in bond beam blocks over openings in walls at roof bearing and where indicated.

### **3.7 Tests**

- A. Test reports showing location of pour, strength, slump, air entrainment, concrete temperature and comparison of 7 and 28 days' results, shall be furnished to the Architect, Contractor, and Concrete Supplier. Testing will be paid for by the Contractor thru an allowance.
- B. Tests: As the work progresses, concrete shall be sampled in accordance with ASTM Method of Sampling Fresh Concrete (ASTM C172). Slump tests shall be made in accordance with ASTM Method of Test for Slump of Portland Cement Concrete (ASTM C143). Compression test specimens shall be made and cured in accordance with ASTM C31 Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field. Not less than three specimens shall be made for each age, nor less than one test for each 50 cubic yards of concrete. Two cylinders of each test shall be tested for compressive strength at 7 and 28 days, respectively and the third cylinder shall be held in reserve. Where the ultimate 28 day compressive strength of concrete in any test cylinder falls below the strength specified, or below proportional minimum 7 day strengths, the proportions, water content and temperature condition shall be changed to secure the required strength. The Contractor shall perform load tests as directed by the Architect on concrete in question to prove the value of that concrete in place.
- C. The Contractor shall correct any work, which does not comply with the requirements of the Contract Documents, and provide additional tests required on corrected work.
- D. Air Entrainment Tests: Field tests in accordance with ASTM C 173 shall be made at the beginning of each day's pour or more frequently if directed by the Architect. If insufficient air entrainment is indicated, the concrete mix shall be modified and retested before the



concrete is placed.

**3.8 Cleaning**

- A. Precautions shall be taken against the staining from flooding or drippings of brick, concrete or other in-place work. All forms and masonry bulkheads shall be tightly closed against leakage before any concrete is placed.
- B. Provide edge protection for walks and slabs, to deter chipping. Patch spalls, chips, gouges, etc., using commercial patching compound such as Degussa / Chemrex "Masterpatch 95", used in accordance with manufacturer's recommendations.
- C. Where slab is stained by fuel, oils, etc., clean using commercial oil removal products.
- D. Wherever overflows or drippings fall upon work same shall be removed immediately and thoroughly washed off with a stiff brush and drenching of clear water.

End Of Section

## **Section 03 35 00 Concrete Finishing**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

This Specification includes finishing all concrete to be cast-in-place at the job site.

#### **1.3 Related Work**

- A. Concrete, formwork and reinforcement are specified in previous Sections of DIVISION 3.
- B. The testing required by this Section is covered by Cash Allowance, see section 01 21 00.

### **Part 2 Products**

(Not Applicable)

### **Part 3 Execution**

#### **3.1 Finishing**

- A. Directly after forms have been removed, all exposed tie wires shall be removed from concrete surfaces to be exposed; cut ties flush with finished surfaces of all other concrete. Rub smooth or cut off fins and rough places; remove all loose concrete and fill honeycombing surfaces, stone pockets and other irregularities with cement mortar. Do not patch any surfaces until examination has been made by the Architect and permission given.
- B. Miscellaneous items such as equipment bases, curbs, etc., shall have steel trowel finish.

#### **3.4 Cleaning**

- A. Precautions shall be taken against the staining from flooding or drippings of brick, concrete or other in-place work. All forms and masonry bulkheads shall be tightly closed against leakage before any concrete is placed.
- B. Wherever overflows or drippings fall upon work same shall be removed immediately and thoroughly washed off with a stiff brush and drenching of clear water.

End Of Section

## **Section 03 39 00 Concrete Curing**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

This Specification includes curing and protection of concrete to be cast-in-place at the job site.

#### **1.3 Related Work**

Concrete, concrete formwork and reinforcement are specified in previous Sections of DIVISION 3.

### **Part 2 Products**

#### **2.1 Polyethylene Sheet**

Polyethylene sheet used for concrete curing shall be standard commercial product of 2.5 mils minimum thickness.

### **Part 3 Execution**

#### **3.1 Protection**

- A. All concrete shall be protected against frost and rapid drying by covering with polyethylene for at least six days after placing. During this period the concrete shall be kept moist and the temperature maintained above 50 degrees F., for at least five days.
- B. Concrete from which forms are removed within six days after pouring and cement finishes shall be sprayed during the curing period as frequently as drying conditions may require, and if necessary, protected by suitable temporary coverings.

End Of Section

## **Section 03 60 00 Grouting**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the work of this Section.

#### **1.2 Scope**

- A. The work required under this Section consists of all materials and labor for grouting items such as steel column baseplates and similar work.
- B. Filling of masonry, such as bond beams and concrete block cores, is specified in Section 04 20 00.

#### **1.3 Submittals**

Submit manufacturer's information for the products to be used, including mixing and application instructions.

### **Part 2 Products**

#### **2.1 Grout Materials**

Material used for grouting to be:

- 1. SonogROUT 10K
- 2. Masterflow 555
- 3. Prior Approved Substitution

### **Part 3 Execution**

#### **3.1 Grout Placement**

- A. Grout to be applied at flowable consistency.
- B. Mix according to manufacturer's recommendations.
- C. Apply in strict accordance with manufacturer's recommendations for temperature at time of placement. Areas to be grouted are to be shaded from the sun if so recommended by the manufacturer.
- D. Follow manufacturer's recommendations for surface preparation, including roughening and dampening.
- E. Cure in accordance with manufacturer's recommendations.

End of Section

## **Section 05 10 00 Structural Metal Framing**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

The work required under this Specification consists of all structural metal. The definition of structural metal shall be "Structural Steel" as in Section 2 of American Institute of Steel Construction Code of Standard Practice for Steel Building and Bridges.

#### **1.3 Related Work**

- A. Metal fabrications, including items of structural metal not defined in Section 2 of AISC Code of Standard Practice, is specified under Section "Metal Fabrications" of this DIVISION.
- B. Steel joists are specified in the next Section of this DIVISION.
- C. Applied Fireproofing is specified in Section 07 81 00.

#### **1.4 Shop Drawings**

The Contractor shall field verify all shop drawings including dimensions, connections and bearing conditions prior to fabrication. The Contractor shall assume all responsibility for errors if this is not done. Submit for the Architect's approval complete shop drawings of all structural metal framing showing erection diagrams, complete details and listings of steel including shop and field connections, method of fabrication, finishes, and relation to surrounding work.

#### **1.5 Responsibility For Error**

The Contractor alone shall be responsible for all errors of fabrication and for the correct fitting of the structural members shown on the shop drawings.

#### **1.6 Quality Assurance**

- A. Qualification of Fabricator: Approved by the American Institute of Steel Construction Quality Certification Program, Category II or III.
- B. A Fabricator not complying with category II or III shall have fabrication procedures and fabricated steel tested and inspected by an independent testing agency as directed by the Structural Engineer. Tests and inspections are to be performed by AWS Certified Welding Inspectors. Submit copies of the inspection reports to the Structural Engineer. Payment of these tests and inspections will be by the fabricator. Tests and inspections shall include the following:
  - 1. Examine mill tests reports and verify that material being used is the same as the mill test reports.
  - 2. Review the fabricators written welding procedures. Verify that the fabricator's welding procedures are being adhered to.
  - 3. Verify that welders are certified with current papers and that they demonstrate proper techniques.
  - 4. Examine joint preparation for complete penetration joints. Ultrasonically test

complete penetration joints.

5. Examine fillet welds for proper size, profile, throat, porosity and end returns.
6. Examine steel members for laminations. Spot check dimensions for hole sizes.
7. The purpose of this inspection is to enable the testing agency to verify that, in general, the steel is being fabricated in accordance with the proper specifications. A minimum of one trip should be scheduled in the early stages of fabrication.

### **1.7 Applicable Standards**

- A. Materials, fabrication, and erection, except as specified otherwise, shall be in accordance with American Institute of Steel Construction (AISC) Specification for the Design, Fabrication & Erection of Structural Steel for Buildings.
- B. Cleaning and painting shall be in accordance with Steel Structures Painting Council (SSPC) referenced specifications.
- C. All welding shall conform to the requirements of the American Welding Society Code for Welding in Building Construction D1.1. Welders shall have been qualified in accordance with the requirements of the D1.1.

## **Part 2 Products**

### **2.1 Materials**

- A. Structural steel shall conform to A992 for Beams and Columns, A500B for HSS, A53 for Pipe, and A36 for Angles, plates and Channels.
- B. High strength bolts shall conform to ASTM A 325.
- C. Shop paint shall conform to SSPC-Paint-15, Type I.
- D. Erection tolerances shall conform with A.I.S.C. Code of Standard Practice.

### **2.2 Fabrication**

- A. Shop connections so shown shall be welded. Shop connections, not shown to be welded, shall be bolted using high strength bolts.
- B. Provide bolt holds as may be required to secure wood members bearing on steel work and any other bolts holes as shown on either Architectural or Structural Drawings.
- C. Seat and stiffener connections will not be permitted to interfere with architectural clearances.
- D. Provide all necessary steel bearing plates for reactions of beams and columns and connection stiffeners and gussets.
- E. Templates shall be furnished for setting anchor bolts in concrete and masonry. At the proper time templates, anchors, plates, etc., shall be delivered and built into the construction.
- F. Where indicated or required, anchors shall be welded to structural members for anchoring to concrete or masonry.
- G. Structural steel shall be fabricated in a shop regularly engaged in producing work of the magnitude required for this project.

### **2.3 Cleaning And Shop Painting**

- A. Interior structural steel to receive application of spray applied fireproofing shall be free of primer and paint.

- B. Immediately prior to the painting process, surfaces which are scheduled to receive finish painting shall be cleaned to remove mill scale, rust, rust scale, and foreign matter by the use of abrasives in accordance with SSPC-SP6 Commercial Blast Cleaning. Prior to blast cleaning, heavy deposits of oil and grease shall be removed in accordance with SSPC-SP1 Solvent Cleaning.
- C. Immediately prior to the painting process, surfaces, which are not scheduled to receive finish painting shall be cleaned by hand tool cleaning in accordance with SSPC-SP2 or by power tool cleaning in accordance with SSPC-SP3.
- D. Paint application shall be in accordance with SSPC-PA1 Shop, Field, and Maintenance Painting.
- E. Paint shall be applied to provide a minimum dry film thickness of 2 mils.

### **Part 3 Execution**

#### **3.1 Erection**

- A. Field connections shall be bolted using high strength bolts with load indicator washers.
- B. The erected structural steel framework shall be adequately braced with a temporary bracing system until such time as permanent lateral bracing is installed.
- C. Where field connections are bolted, members shall be secured temporarily with bolts to take care of dead load, wind and erection loads, and stresses until final field bolting is completed.
- D. No cutting of sections, flange, webs, or angles shall be done without the Architect's written approval. Where indicated, the required holes, cutting, etc., shall be provided for the installation of the work of other trades requiring the same. No additional holes or cutting of steel work, other than shown on the Drawings, shall be done without the written permission and approval of the Architect.
- E. Light drifting necessary to draw the holes together will be permitted but drifting to match unfair holes will not be allowed. Twist drills shall be used to enlarge holes as necessary to make connections. Reaming that weakens the members or makes it impossible to fill the holes properly or to adjust accurately after reaming will not be allowed.
- F. Steel shall be plumb and level within a tolerance of 1:500.
- G. Structural members shall have not less than 8" bearing at ends on masonry or concrete.
- H. Finished surfaces of the building shall be adequately protected from welded and erection operations.

#### **3.2 Field Painting**

After the structural steel has been erected and before any superimposed construction is placed, apply one field coat of paint to all places where the shop coat of paint has rubbed away, where the shop coat of paint was omitted because of field welding, or where field welding has damaged the shop coat of paint. In bar joists construction, apply field paint after the structural steel and bar joists have been erected and before the top lath, etc., is in place. Field coat of paint shall be the specified shop paint applied to result in a minimum dry film thickness of 2 mils.

END OF SECTION

## **Section 06 10 00 Rough Carpentry**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid / Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

The work required under this Specification consists of all rough carpentry work.

#### **1.3 Related Work**

- A. Paint and stained finishes are specified in DIVISION 09.
- B. Forms and centering required for cast-in-place concrete work are specified under "Concrete Formwork" of Division 03.
- C. Finish carpentry is specified under this DIVISION.

#### **1.4 Cooperation With Other Trades**

The work under this section includes the necessary cutting and patching required for the proper installation of work of other trades. Work, which is to be built in by others, shall be accurately positioned and properly built in to secure the work of this section. Temporary centering, bracing, and shoring shall be provided as required for the support and protection of masonry work during construction.

#### **1.5 Delivery And Storage**

- A. Lumber and other materials specified herein shall be delivered, handled, and stored in order to prevent damage and absorption of excess moisture. Lumber shall be stored off of the ground in such a manner as to insure proper drainage, ventilation, and protection from the weather.
- B. Finish lumber, trim, and millwork shall not be delivered to the site until it can be stored inside a weathertight enclosure and protected from damaging humidity.

#### **1.6 Temporary Enclosures**

Temporary wood doors and cloth or transparent plastic covered wood window frames shall be installed over all exterior wall openings during cold weather and until the building has dried out. (Windows may be installed in lieu of temporary enclosures if the glass is carefully protected.)

#### **1.7 Lumber Grade Marking**

The term "lumber" includes all wood, rough and finished, temporary and permanent. Lumber shall be live sound stock, thoroughly seasoned, kiln dried, well manufactured, and free from twist or warp that cannot be corrected by the process of nailing. Lumber shall bear the grade and trademark of the association under whose rules it is produced, and a mark of mill identification.

### **Part 2 Products**



## **2.1 Lumber**

Plates, blocking and nailers shall be No. 2 Common Southern Yellow Pine, kiln dried to 19 percent maximum moisture content. Provide laminated members where described on Drawings.

## **2.2 Plywood**

Each panel of softwood plywood shall be identified with the DFPA grade trademark of the American Plywood Association and shall meet the requirements of product Standard PS 1 for Softwood Plywood Construction and Industrial Plywood. Glue shall be for Exposure I unless noted otherwise

## **2.3 Decay Resistance**

- A. All wood in direct contact with masonry or concrete is to be pressure preservative treated with micronized copper and tebuconazole (MCA) ("culpepper").
- B. Wood installed in exterior wall cavity (used for window attachment, etc.) is to be ground contact rated (0.16 PCF) minimum chemical retention).
- C. For uses other than as listed above, wood may be above ground use rated (0.07 PCF minimum chemical retention) with same treatment chemical/process).
- D. Where so noted on the drawings use preservative treated wood that has been kiln dried after treatment to a moisture content of 19% maximum.

## **2.4 Fastening Devices**

- A. Nails, screws, bolts, anchors, washers, clips, shields and other rough hardware shall be of the size and types indicated on the Drawings or as required to adequately anchor all members. Anchors for nailing strips and blocking shall have nuts and washers countersunk and bolts cut off flush with the top of the wood nailer.
- B. All fasteners for wood attached to concrete or masonry, and preservative treated wood, shall be hot dip galvanized or stainless steel.

## **Part 3 Execution**

### **3.1 Installation**

- A. Nailers & Blocking: Where shown, or required to support or secure the work of other trades, or otherwise required in the accomplishment of the complete work, wood nailers and blocking shall be installed.
- B. Fastening to be as shown on Drawings.

End Of Section

## **Section 07 26 00 Vapor Retarders**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

The work required under this specification consists of all material, labor, and equipment for placing vapor barriers under concrete slabs, as shown on the drawings.

#### **1.3 Related Work**

Cast-in-place concrete is specified in DIVISION 3.

#### **1.4 Standards**

The intent of the work under this section is to prevent entrance into the building by water vapor and / or to hold moisture within concrete slabs during the curing process.

### **Part 2 Products**

#### **2.1 Vapor Barrier (Below Slab Applications)**

- A. Vapor barrier shall be W. R. Meadows "Perminator" (15 mil thickness) or prior approved substitution.
- B. All joints and penetrations to be sealed with 4" wide "Perminator Tape".

### **Part 3 Execution**

#### **3.1 Installation Of Underslab Vapor Barriers**

- A. Underslab vapor barrier shall be installed in accordance with manufacturer's instructions immediately prior to pouring concrete slabs.
- B. Seal around perimeter air/vapor tight.
- C. Lap seams 6" minimum and seal overlaps with tape as directed by the manufacturer.
- D. Seal around penetrations, such as plumbing pipes, with tape, to form vapor tight seal.
- E. Protect vapor barrier from damage during concrete slab placement. All vapor barriers damaged during this process shall be replaced.

END OF SECTION

## **Section 09 65 00 Resilient Flooring**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

This Specification includes all of the labor, materials, equipment and services required to furnish and install the resilient tile as indicated on the Drawings and as specified herein.

#### **1.3 Submittals**

- A. Submit for the approval of the Architect duplicate samples of each color and type of material to be used for resilient, tile flooring, mark each sample with the manufacturer's name, type material, pattern, color, catalog number thickness, name of Supplier, and name of project. Also submit product literature describing proposed floor patch material and tile adhesive.
- B. Submit results of calcium chloride testing as described below to Architect. This submittal is not for interpretation by the Architect, it is solely for evidence that the tests were performed.

#### **1.4 Delivery And Storage**

- A. Deliver materials to site in manufacturer's original unopened containers clearly marked with manufacturer's brand name, color and pattern numbers and production run color code. Care shall be taken to prevent damage and freezing during delivery, handling, and storage.
- B. Store materials at site for at least 72 hours before installation.
- C. Maintain temperature of spaces where materials are both stored and are to be installed at not less than 70 degrees F., nor more than 90 degrees F., for at least 24 hours before installation and 48 hours after installation. Thereafter, maintain a minimum temperature of 55 degrees F.

#### **1.5 Maintenance Materials**

Provide 1% attic stock (minimum one box) for the VCT flooring material.

### **Part 2 Products**

#### **2.1 Materials**

- A. Materials shall be uniform in thickness and size with accurately cut edges. No seconds, off-goods, or remnants will be allowed.
- B. Plain colors shall be uniform throughout in color. Variations between places with variegated colors shall not prevent the over-all uniform appearance of the installation.
- C. Materials within each area shall be from one production run as indicated by cartons bearing the same manufacturer's color code.

#### **2.2 Vinyl Tile (VCT)**

- A. Vinyl composition tile shall be non-asbestos Standard Excelon 12" x 12", 1/8" thick, as

manufactured by Armstrong Commercial Flooring. Colors and patterns shall be selected by the Architect from all available products. Refer to Drawings for floor patterning.

- B. Provide edging material where resilient tile flooring terminates.
- C. Vinyl composition tile adhesive shall be clear thin spread as manufactured or recommended by flooring manufacturer.

#### **2.4 Accessories**

- A. Tapered edging strips: Tapered edging strips 1/8" x 1" of vinyl with rounded edge shall be provided at any exposed edges of tile flooring.
- B. Provide 1/8"x1 3/4" transitions strips under doorways to allow tile pattern/direction changes.

#### **2.5 Floor Patch**

Floor patch material shall be a Portland cement base, latex modified compound, "Plani/Patch" as manufactured by Mapei or equal.

#### **2.6 Maintenance Materials**

Cleaner and wax shall be the type and brand recommended by the manufacturer of the resilient flooring. Also the Contractor shall coordinate with the Owner to assure that wax to be applied by the Owner is compatible with the coats to be installed by the Contractor.

### **Part 3 Execution**

#### **3.1 Concrete Slab Preparation**

- A. The subfloor shall be dry, and clean. Cracks, grooves, ridges, all surface irregularities and other imperfections shall be filled and leveled and all foreign materials shall be removed and base shall be swept broom-clean.
- D. Variations in concrete slab levels shall not exceed .125" in 10'0". High spots shall be ground down and low spots shall be filled with the flooring manufacturer's recommended cement based underlayment or as specified herein with a minimum 5'0" radius in any direction.
- E. If unacceptable conditions are found, report findings to Architect immediately.
- F. Proceeding with the floor covering work constitutes acceptance of the sub floor conditions. Causes for rejection of floor finish shall be show thru or telescoping of slab defects or trash. This shall cause rejection of floor finish work.
- G. The floor shall be sanded, broomed and vacuumed to assure that all loose material that could be trapped under tile is removed.

#### **3.2 Inspection**

Surfaces to receive resilient tile flooring shall meet all requirements established by the flooring manufacturer. Examine surfaces and correct defects before starting application.

#### **3.3 Precautions During Installation**

- A. Spaces in which resilient tile flooring is being set shall be closed to traffic and to other work until the flooring is firmly set.
- B. Where solvent-based adhesives are used, safety spark proof fans shall be provided and

operated when natural ventilation is inadequate. Smoking shall be prohibited.

### **3.4 Resilient Tile Flooring**

#### **A. Installation:**

1. Mix and apply adhesives in accordance with the manufacturer's instructions. Cover the area evenly and only to the extent, which can be covered with resilient material in the recommended, working time of the adhesive. Remove adhesive, which dries or films over. Apply with trowel notched according to the manufacturer's recommendations. Clean and rework trowel notches as necessary to insure proper application of the adhesive. Do not soil adjacent materials or areas with the adhesive.
2. Lay out the flooring so that fields or patterns center on each area. Except as required in irregularly shaped spaces, no tile shall be less than one-half tile. Lay field tile square with space axis with the grain all running in the opposite direction. Between rooms with different colors, lay a strip equal to the doorjamb width of a neutral color tile. Fit materials with tight, aligned joints. Roll flooring where and as recommended by the manufacturer. Remove excess adhesive in accordance with the manufacturer's instructions.
3. Install pre-molded base and edging in accordance with manufacturer's instructions.

- #### **B. Inspection and make necessary adjustments within one month after heat is applied continuously in finished areas. All tiles, which have not seated in a level plane with surrounding tile shall be adjusted. All damaged, imperfect, or improperly laid tile shall be awarded, carefully removed, and new tile of the same color and thickness substituted. Any tile showing evidence of debris underneath them or sub floor irregularity will be removed, replaced and re-waxed.**

### **3.5 Cleaning And Finishing**

After completion of the vinyl tile work, remove all cement, dirt, or other foreign substances. Apply four coats of wax. Immediately prior to the time of final acceptance of the building, re-clean as necessary; wax places where the first coat of wax has worn away; and polish all surfaces. The first polishing process shall be done with brushes especially designed for the purpose and shall be followed by a second polishing using lamb's wool pads.

End Of Section

## **Section 09 65 13 Resilient Base**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

This Specification includes all of the labor, materials, equipment and services required to furnish and install the resilient base as indicated on the Drawings and as specified herein.

#### **1.3 Related Work**

Resilient flooring is specified in this Division.

#### **1.4 Submittals**

Submit for the approval of the Architect duplicate samples of each color and type of material to be used for resilient, tile flooring, mark each sample with the manufacturer's name, type material, pattern, color, catalog number thickness, name of Supplier, and name of project. Also submit product literature describing proposed floor patch material and tile adhesive.

#### **1.5 Delivery And Storage**

- A. Deliver materials to site in manufacturer's original unopened containers clearly marked with manufacturer's brand name, color and pattern numbers and production run color code. Care shall be taken to prevent damage and freezing during delivery, handling, and storage.
- B. Store materials at site for at least 24 hours before installation.
- C. Maintain temperature of spaces where materials are both stored and are to be installed at not less than 70 degrees F., nor more than 90 degrees F., for at least 24 hours before installation and 48 hours after installation. Thereafter, maintain a minimum temperature of 55 degrees F.

#### **1.6 Maintenance Materials**

Furnish the Owner with one box of each type, color and pattern of resilient base from the same production run as the installed materials.

### **Part 2 Products**

#### **2.1 Resilient Base**

- A. Materials shall be uniform in thickness and size with accurately cut edges. No seconds, off-goods, or remnants will be allowed.
- B. Plain colors shall be uniform throughout in color. Variations between places with variegated colors shall not prevent the over-all uniform appearance of the installation.
- C. Materials within each area shall be from one production run as indicated by cartons bearing the same manufacturer's color code.
- D. Cove base shall be rubber, supplied in maximum available lengths. Pre-formed inside and

outside corners shall be used. Cove base shall be 1/8" thick, 4" or 6" high, as manufactured by Johnsonite or approved substitution. Provide extend toe.

- E. Adhesive shall be manufactured or specifically recommended by manufacturer.

### **Part 3 Execution**

#### **3.1 Walls**

- A. Walls to receive base shall be inspected by installer before beginning installation, and all defective conditions remedied before beginning installation.
- B. Install in accordance with manufacturer's instructions.

#### **3.2 Precautions During Installation**

- A. Spaces in which resilient base is being set shall be closed to traffic and to other work until the base is firmly set.
- B. Where solvent-based adhesives are used, safety spark proof fans shall be provided and operated when natural ventilation is inadequate. Smoking shall be prohibited.

#### **3.3 Cleaning And Finishing**

After completion of the work, remove all cement, dirt, or other foreign substances. Re-clean as necessary immediately before substantial completion.

End Of Section

## **Section 31 31 16 Termite Control**

### **Part 1 General**

#### **1.1 General**

Applicable provisions found in the Bid/Contract Requirements and Division 1, General Requirements apply to the Work under this Section.

#### **1.2 Scope**

Soil treatment shall be done to all areas of new construction, including exterior walls, interior walls, all floors and under slabs, and crawl spaces.

### **Part 2 Products**

#### **2.1 Treatment Materials**

Treatment chemical shall be "Termidor", applied at manufacturer's recommended application and dilution rate. Chemical not to be diluted beyond recommended dilution rate.

### **Part 3 Execution**

#### **3.1 Rates of Application**

- A. Apply chemicals in strict accordance with manufacturer's instructions. Adequate precautions must be taken to prevent human or animal contact with the chemicals. Treating granular fill in stockpiles or unfinished excavations will not be allowed.
- B. Treatment shall be certified by a licensed termite control contractor and certificate sent to Architect. Upon completion of the work a written guarantee backed by an insurance company licensed to do business in Tennessee shall be furnished to the Architect providing the following:
  - 1. Protection against future termite damage to \$50,000.00
  - 2. Re-treatment in the event of termite infestation
  - 3. Annual re-inspection of buildings
  - 4. Initial guarantee for period of five years
  - 5. Provisions for annual renewal of guarantee up to ten years.

END OF SECTION