

Project Manual

BID NUMBER – BID-SJR-05-2019
Renovation with Addition
To Building V,
St. Augustine Campus
2990 College Drive
St. Augustine, Florida 32084



TO THE BEST OF THE ARCHITECT OF RECORD'S
KNOWLEDGE, THIS PROJECT MANUAL AND
ASSOCIATED CONSTRUCTION DRAWINGS ARE
COMPLETE AND COMPLY WITH THE FLORIDA BUILDING
CODE AND THE FLORIDA FIRE PREVENTION CODE.
Melody S. Bishop, Architect of Record

ARCHITECT:



AKEL LOGAN SHAFER

ARCHITECTS AND PLANNERS
704 Rosselle Street
Jacksonville, Florida 32204-2942

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| M101 | FLOOR PLAN – DUCT DEMOLITION |
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| E201 | ELECTRICAL DEMO PLAN – LIGHTING |
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| E301 | ELECTRICAL LIGHTING PLAN |
| E302 | ELECTRICAL POWER/SYSTEMS PLAN |
| E401 | ELECTRICAL RISER |
| E402 | ELECTRICAL DETAILS & RISERS |
| E403 | ELECTRICAL DETAILS & RISERS |
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SCHEDULE OF DRAWINGS

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| LS101 | LIFE SAFETY PLAN-ADDITION & RENOVATION |
| “AS” SHEET(S) | SITE PLAN - ARCHITECTURAL |
| AS101 | MISC SITE, CONST PHASING, NOTES & LEGENDS |
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| S110 | FOUNDATION & LEVEL 01 PLAN |
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“S” SHEET(S)

| | STRUCTURAL (Cont) |
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| S302 | FOUNDATION DETAILS |
| S321 | MASONRY SECTIONS & DETAILS |
| S322 | MASONRY SCHEDULES & DETAILS |
| S401 | SLAB ON GRADE SCHEDULE & DETAILS |
| S501 | ROOF FRAMING SECTIONS & DETAILS |
| S502 | ROOF FRAMING SECTIONS & DETAILS |
| S503 | ROOF FRAMING SECTIONS & DETAILS |
| S701 | DETAILS AT EXISTING |

“P” SHEET(S)

| | PLUMBING |
|------|----------------------------------|
| P001 | LEGEND & SCHEDULES |
| P101 | FLOOR PLAN – SANITARY DEMO |
| P102 | FLOOR PLAN – DOMESTIC WATER DEMO |
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| P202 | PLUMBING PLAN – DOMESTIC WATER |

“M” SHEET(S)

| | MECHANICAL/HVAC |
|------|-------------------------------------|
| M001 | LEGEND & SCHEDULES |
| M002 | SCHEDULES |
| M101 | FLOOR PLAN – DUCT DEMOLITION |
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| M502 | CONTROL DIAGRAMS |

“E” SHEET(S)

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| E002 | ELECTRICAL PANEL SCHEDULES |
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| E405 | ELECTRICAL DETAILS & RISERS |

End of Drawings Schedule

**SECTION 00 11 16
INVITATION TO BID**

1.01 INVITATION TO BID

St. Johns River State College (SJR State) invites pre-qualified general contractors for calendar year 2020 to bid as the primary bidder on the following named project:

BID No.: **BID NUMBER: BID-SJR-05-2019**

TITLE: RENOVATIONS WITH ADDITION TO BUILDING V-
ST. AUGUSTINE CAMPUS
For
ST. JOHNS RIVER STATE COLLEGE
2990 COLLEGE DRIVE
ST. AUGUSTINE, FLORIDA 32084

1.02 MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held at 2:00 p.m. DST on Thursday, March 12, 2020, in Room L-112 on the SJR State St. Augustine Campus, 2990 College Drive, St. Augustine, FL 32084 for the purpose of familiarizing the bidders with the conditions of the project. Attendance at the pre-bid meeting by invited pre-qualified contractors, or their designated representative, is required in order to be eligible to bid. Attendance will be taken. The meeting is open to the public, and attendance by potential sub-contractors is always welcomed but not mandatory. A tour of Building V and the worksite will follow immediately after the meeting.

1.03 PRE-QUALIFIED BIDDERS

This project is limited to invited Pre-Qualified General Contractors for Calendar Year 2020, and only those bids submitted by the aforementioned Pre-Qualified General Contractors attending the mandatory pre-bid meeting will be considered.

1.04 BIDS

Sealed bids marked on the outside with the contractor's name and **BID-SJR-05-2019** will be received at the Office of the Director of Capital Contract Management, St. Johns River State College, Business Office, 5001 St. Johns Avenue, Palatka, Florida 32177 until:

LOCAL TIME: **2:00 P.M. DST**
DAY OF WEEK: **Thursday**
DATE: **April 2, 2020**

Bids received by the deadline for submission will be opened at a public meeting on April 2, 2020, at **2:30** p.m., read aloud, and recorded, in Room A-154 at the Palatka Campus of St. Johns River State College, 5001 St. Johns Avenue, Palatka, FL, 32177.

1.05 CONTRACT DOCUMENTS FOR BIDDING

A. The Contract Documents for bidding may be examined at the office of the Architect and issued electronically by email:

ALS Architects / email: mbishop@alsarchitect.com
704 Rosselle Street
Jacksonville, Florida 32204
(904) 356-2654

- B. Ownership of Contract Documents: Documents, regardless of method of procurement, remain the property of the Owner and shall be issued for no purpose other than bidding on or constructing this project.

1.06 BONDS

- A. The successful contractor is required to furnish Performance and Payment Bonds described in the Contract Documents.
- B. Bid guarantee in the form of a Bid Bond executed by the bidder and a qualified surety or a certified or cashier's check on any national or state bank in the amount of five percent (5%) of the base bid and any alternates proposal made payable to St. Johns River State College must accompany competition, and after opening bids, in the event the contract is awarded to the bidder, the bidder will within ten (10) days after receiving same, execute contract and furnish the required bonds, failing which the security shall become the property of the College as liquidated damages.

1.07 PREPARATION AND SUBMISSION OF PROPOSAL

- A. All bids shall be made on Bid Checklist/Response Proposal Form included herein, properly executed, sealed and placed in an envelope and marked on the outside with the name of the firm and **BID-SJR-05-2019**.
- B. In addition to the Bid Checklist/Response Proposal Form, bidders are required to provide each document listed on the Bid Checklist/Response Form.
- C. Deliver or mail Bids to Beverly Barker, Director of Capital Contract Management, St. Johns River State College, Business Office, 5001 St. Johns Avenue, Palatka, Florida 32177 as indicated previously under 1.04.
- D. Changes in the bid amount appearing on the outside of the bid envelope will **not** be considered. Only the bid amount shown inside the envelope will be considered. All changes, corrections and erasures on the inside of the bid envelope **must be initialed** by the person signing the Bid.
- E. Faxed, e-mailed, conditional, and bids received after the deadline for submission will not be considered. It is the responsibility of the bidder to ensure delivery to the correct location. Failure of a delivery service or US mail to deliver bid responses by the due date and time shall not constitute an extension to the deadline. The College is not responsible for any expense incurred by the bidder in responding to this bid.
- F. St. Johns River State College reserves the right to reject any or all bids, waive any informalities in regards thereto, to make the award in whole or in part, to rebid or not, and to make the award which is in the best interest of the College. It is the intention of the College to award a contract to a single qualified bidder submitting the lowest base bid and for any alternate proposals contingent upon availability of funding.

End of Section

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1.01 INTENT OF OWNER

The bid award shall be made to the lowest and best proposal, Base and Alternates within budget, which meets or exceeds the conditions of the bid specifications and the College reserves the right to award by individual item, groups of items, "All or None" or a combination thereof contingent upon budget availability. The College is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the College. St. Johns River State College reserves the right to waive any minor deviations in otherwise valid bid proposal, to waive any informalities, to reject any or all bid proposals, and to accept the bid which will be in the best interest of SJR State. In addition, the College shall have the right to reject any bid not accompanied by data required by the bid specifications, or a proposal in any way incomplete or irregular. Conditional bids will not be accepted. Should the lowest Bidder exceed the proposal budget of the Owner, the Owner may negotiate with the Bidder in order to obtain a bid within budget, including but not limited to College direct purchase of materials.

1.02 BID

- A. Sealed bids will be received by the date, time and location so stated in SECTION 00 11 16 INVITATION TO BID. Attendance by the invited bidder or his authorized representative at the mandatory pre-bid meeting is a requirement in order to be able to bid on this project. The bidder or his authorized representative is invited to be present at the bid opening and bid award meeting but attendance is not required at either.

1.03 PROPOSALS

- A. All work on the project shall be included in the bid for the general contract. Bids for this project shall be submitted *in duplicate* on the bid forms enclosed in this Project Manual. The bid shall be sealed in an envelope and marked to indicate the contractor's name and Bid Number BID-SJR-05-2019. The envelope shall then be forwarded or delivered to the Owner at the address listed in SECTION 00 11 16 INVITATION TO BID.
1. The Bidder shall fill in his bid completely, providing price quotations for Base Bid and all Alternates and correctly sign his bid. Bids that show any omissions, alterations, additions not authorized by the Owner, conditional bids or irregularities of any kind, may be rejected.
 2. Bids shall be submitted in sufficient time for receipt by the Owner by or before the scheduled bid deadline. Bids received after the scheduled bid date and time will not be considered. No changes will be permitted after bids have been submitted.
 3. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for bids.
 4. Bid results and notice of intent concerning award of the bid will be posted on the College's web page dedicated to this bid at <http://www.sjrst.edu/052019> . All bidders must consult this page for information and notices as the bid process progresses. Bidders are considered to be notified as to bid results and notices when posted by the college on the web page dedicated to this bid.
- B. Bidders shall submit the following documents with their Bid, in quantities as indicated on the Bid Form:
- Bid Checklist/Response Proposal Form
 - Sub-Contractor Listing
 - Drug-Free Workplace Form
 - Trench Safety Certification
 - Bid Form Attachment-List of Subcontractors
 - Bid Bond Form

1.04 CONTRACTOR AND SUBCONTRACTOR QUALIFICATIONS

- A. All Bidders shall be licensed General or Building Contractors and licensed to do business in the State of Florida, and all subcontractors shall be licensed for their respective disciplines, if applicable, as required by the laws of the State of Florida.

1.05 SITE LOCATION AND INVESTIGATION

- A. Each bidder, before submitting his bid, shall examine the site and all pertinent conditions to determine the conditions under which he must perform the Work.

- B. Site Location:

ST. JOHNS RIVER STATE COLLEGE
ST. AUGUSTINE CAMPUS
STUDENT SERVICES – BUILDING V
2990 COLLEGE DRIVE
ST. AUGUSTINE, FLORIDA 32084

- C. The submittal of a bid shall be construed as evidence that appropriate examination has been made. No subsequent allowance will be made in this connection. Access to the site will be made on the day of the Mandatory Pre-Bid Meeting; afterwards, to gain access, the Bidder shall contact:

Mr. Mike Canaday
St. Johns River State College
5001 St. Johns Avenue
Palatka, Florida 32177
Telephone: 386/312-4091

- D. **Mandatory Pre-Bid Meeting: Held in Room L-112, St Johns River State College, 2990 College Drive, St. Augustine, FL at 2:00 PM DST on Thursday, March 12, 2020 for purposes of familiarizing the bidders with the conditions of the project. Attendance at the pre-bid meeting by invited Bidders, or their designated representative, is required in order to be eligible to bid and attendance will be taken.** Tentative Agenda is as follows:

1. Attendance roster to be signed by all attendees.
2. Introduction of Owner Architect/Engineer Project Team.
3. Project Summary and Scope of Work
4. Availability of Documents
 - a. Plan Rooms
 - b. General Contractors
 - c. Construction Plans/Project Manual, see Invitation to Bid
5. Instructions to Bidders and Review of Bid Process
6. Contractual Agreement
7. Bid Proposal Form with Proposal Submission Requirements & List (s) of Subcontractors
8. Submittals, Products, and Substitutions
9. Addenda Schedule
10. Contractor Question Period (answers will be included in Addendum One)
11. Closing Statements & Work Site Visit

1.06 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Should a Bidder find discrepancies, ambiguities or conflicts in, or omissions from the Drawings and Specifications, or should Bidder be in doubt as to its meaning, the Bidder shall at once notify the Design Professional for an interpretation which will be conveyed in the form of an addendum. Interpretive addenda will be forwarded to all Bidders, and each Bidder shall acknowledge receipt of each Addendum on his bid in the spaces provided.

1. Bidders shall address all inquiries for this project to:
Akel, Logan and Shafer, PA
704 Rosselle Street
Jacksonville, Florida 32204

Contact: Project Manager, Melody Bishop
Telephone: (904) 356-2654
Facsimile: (904) 356-4010
Email: mbishop@alsarchitects.com

2. Questions concerning the bidding process and bid specifications, other than the technical specifications, may be directed in writing to (and copied to Melody Bishop, Project Manager identified above):
Beverly J. Barker
Director of Capital Contract Management
Email: BeverlyBarker@sjrstate.edu
Telephone: (386) 312-4110.

B. Standard Basis for Bidding:

1. Equality: Where materials, etc., are referred to in the specifications as "equivalent to" or words of similar import, the Design Professional shall decide as to equality. In addition to data required under paragraph "Shop Drawings" and "Manufacturer's Description data", the contractor shall furnish other detailed data as required by the Design Professional for comparison if the product is mentioned by name. All data shall be submitted at least seven (7) days prior to the scheduled bid opening date. No extra will be allowed because of such substitution, if permitted, either for the article substituted or for revisions in other work affected by the substitution.
2. Equivalents: In these specifications where one certain kind, type or brand of material manufacturer is named, it shall be regarded as the required minimum standard of quality. Substitutions lowering the performance, quality, method of assembly of installation, or in general, not in keeping with the details and specifications will not be permitted. It is understood that when a bid is submitted, the bidder is aware of the requirements, and that the materials within his bid are equal to or better on such items and that prior approval of substitutions has been obtained.
3. No time extensions will be permitted, to revise or redesign a product found not to comply, and that evidence of noncompliance shall automatically classify the bid as having been informal and rejected.
4. Since time is of the essence, the College cannot be expected to delay the award of bid, and their decisions shall be in strict accordance to the details and specifications, these items should be brought to the attention of the Design Professional of the project and of the College prior to submitting a bid proposal

C. Subcontractors

1. The successful bidder shall employ the subcontractors listed in the bidder's proposal along with the class of work to be performed by each. This list shall not be modified in any way whatsoever without the written consent of the College to ensure those subcontractors shall be utilized for the specified class of work.
2. Modifications to listed subcontractors may be granted by the College only in those instances where the bidder presents written evidence that use of the listed subcontractor would not be in the best interest of the College.

1.07 CONTRACT TIME

- A. Time for Substantial Completion (Contract Time) for this project is a condition of the Contract and time is of the essence. The time for Substantial Completion is as noted on Response Proposal Form Section 00 41 13 and indicated in Section 00 22 13, Supplemental Instructions to Bidders and an extension of time is not anticipated. If the bidder cannot meet the construction schedule, they should not submit a bid. As indicated in 01 35 00 Special Procedures the Contractor will have 15 days for Final Completion after Substantial Completion.

1.08 TEMPORARY AGREEMENTS AND COSTS

- A. The Bidder shall be responsible for all temporary excavations, scaffolding, guardrails, vehicle and pedestrian passageways and other temporary work, which will extend

beyond the boundaries of the property. Costs of such arrangements, agreements and work shall be borne by the Bidder and shall be included in his bid price.

1.09 PERMITS, FEES, AND TAXES

- A. Building permits are required for work on the College site but the cost of which should not be submitted with the bid proposal. The successful contractor will be required to obtain a permit from the College's permitting agent. The College will reimburse the successful bidder for the cost of the permit, upon submission to the Director of Capital Contract Management, a copy of the permit and the paid receipt of the permit.
- B. The College does not pay federal, excise, or state sales taxes.
- C. Cost of electrical, water and gas permits and tap fees, fees for inspections as required by county and/or state authorities, social security and other applicable state and federal government taxes, and costs of all other permits, inspections, licenses and taxes for which the Bidder is liable shall be included in his bid for the work.
- D. Cost of social security and other applicable state and federal government taxes and any sales taxes for which the bidder is liable shall be included in the proposal for the work.

1.10 BID SECURITY, BID BOND

- A. Bid guarantee (security) in the form of a Bid Bond executed by the bidder and a qualified surety or a certified or cashier's check on any national or state bank shall be required in the amount of five percent (5%) of the base bid proposal and all alternates, made payable to St. Johns River State College and shall be submitted with the bid proposal. In the event contract is awarded to the bidder, bidder will within ten (10) business days after award execute contract and furnish the required payment and performance bonds, failing which the bid security shall become the property of St. Johns River State College as liquidated damages. See Section 00 11 16 Invitation to Bid and Section 00 43 00 Response Proposal Form. A duplicate copy of the Bid Security shall be submitted along with the original.

1.11 BID RESPONSE MATERIALS

- A. The materials submitted in response to this invitation to bid becomes the property of the College upon delivery to the Office of the Director of Capital Contract Management and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful bidder.

1.12 RETURN OF BID SECURITY, BID BOND

- A. Bid guarantees in the form of a certified or cashier's check will be returned after the tabulation and analysis of the bids upon request except for the three (3) lowest bidders; these will be returned upon request within fifteen (15) days following the award of the Contract.

1.13 DISQUALIFICATION OF BIDDERS

- A. Only one bid from an individual, firm, partnership or corporation under either the same or different names will be considered.
- B. Should there be any reasonable grounds for the Owner to believe that a collusion or combination exists among Bidders, any or all bids may be rejected and all such Bidders or participants in such combination or collusion will not be considered in a future bid for the same work.
- C. No bid will be considered valid unless accompanied by a Bid Security or good faith deposit in the amount and in the form specified in the Invitation to Bid.

- D. Bids that are incomplete or not signed by the Bidder may be rejected.
- E. Bids that are submitted without the Subcontractors listing completed as required in this Section and indicated in Section 00 43 00, Response Proposal Form may be rejected.
- F. Bids that do not include all alternates, where applicable, will be rejected.

1.14 TIED BIDS

- A. The decision for the award of tied bids shall be made after careful review of the circumstances surrounding the tie. Pursuant to FS 287.087, the College will break a tie/award to a business that has implemented a drug-free workplace program; if still tied, a coin toss in the presence of the Design Professional and the Senior Vice President and General Counsel, when all other factors are equal.

1.15 NOTICES

- A. Bid results and bid notices, including notice of intent to award bid and bid award or rejection will be posted on the web page dedicated to this bid at <http://www.sjstate.edu/052019> and bidders are required to monitor this web page during the entire bid process.

1.16 BID PROTESTS

- A. Bid protests pursuant to Florida Statutes §120.57 shall be served on Lynn Powers, Vice President for Finance and Administration/CFO and Beverly Barker, Director of Capital Contract Management, St. Johns River State College, 5001 St. Johns Avenue, Palatka, Florida 32177 all via certified mail. Bid protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Lynn Powers 386/312-4167 and Beverly Barker at 386/312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater.
- B. In the event the protesting party is not the prevailing party, as a result of final agency action taken by pursuant to §120.57, said cost deposit shall be retained by the College to defray its costs, expenses and fees, including reasonable attorney's fees with respect to their participation in the bid protest process. Furthermore, the unsuccessful protester shall be responsible to the College for all other and additional reasonable fees, expenses and costs, in the event the deposit which the College retains pursuant to this paragraph is insufficient to reimburse the College for all costs and fees incurred. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

1.17 PERFORMANCE AND PAYMENT BOND

- A. Within ten (10) days after the Notice of Award, the successful Bidder shall furnish a satisfactory Performance and Payment Bond. The Bond shall be provided by a corporate Surety authorized to do business in the State of Florida, and the surety company shall be rated excellent (A- or better) in accordance with section 4.1(1)(a)2, SREF, and be acceptable to the Owner. The Bond shall be conditioned well and truly to perform the Contract and pay all bills and invoices for labor done, delay damages and materials furnished in the performance of the Work including a guarantee period of (1) year or longer, if required in the individual technical sections of the Specifications, against unacceptable work.
- B. All Bonds must be executed under corporate seal of the Surety and countersigned on the part of the Surety by a qualified resident agent of the company or an attorney in fact with proof of power attached.

- C. In case of default on the part of the Bidder, actions for all expenses incident to ascertaining and collecting losses under the Bond including both architectural and legal services shall lie against the Bond.
- D. Such Bond shall be in the penal sum of 100% of the Contract.
- E. Premiums for the Performance and Payment Bond shall be included in the Bidder's bid.
- F. The Bond shall be on AIA Document Form A312.

1.18 EXECUTION OF CONTRACT

- A. Within ten (10) days after Notice of Award, the successful Bidder shall enter into a formal contract and furnish a satisfactory Performance and Payment Bond.
- B. Failure to execute the Contract as provided in these documents within ten (10) days from the date of the Notice of Award shall be just cause and the Owner may annul and void the award and declare forfeiture of the bid guarantee or good faith deposit in liquidation of all damages sustained.
- C. Award may then be made to the next lowest responsible Bidder, or the work may be re-bid at the Owner's discretion.
- D. No award or costs will be binding upon the Owner until the construction Contract has been executed by the Owner.
- E. The construction Contract shall be signed in triplicate by the Owner and the Bidder.

1.19 SEVERABILITY

- A. If any provisions of the agreement resulting from this bid are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.

In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

1.20 INDEMNIFICATION

- A. The firm shall indemnify and hold harmless the College, and any 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 injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Firm or 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 obligations shall not be considered to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

1.21 VENUE

- A. The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Firm hereby agree that venue shall be in Putnam County, Florida.

End of Section

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

1.01 INTENT OF OWNER

The bid award shall be made to the lowest and best proposal, Base and Alternates within budget, which meets or exceeds the conditions of the bid specifications and the College reserves the right to award by individual item, groups of items, "All or None" or a combination thereof contingent upon budget availability. The College is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the College. St. Johns River State College reserves the right to waive any minor deviations in otherwise valid bid proposal, to waive any informalities, to reject any or all bid proposals, and to accept the bid which will be in the best interest of SJR State. In addition, the College shall have the right to reject any bid not accompanied by data required by the bid specifications, or a proposal in any way incomplete or irregular. Conditional bids will not be accepted. Should the lowest Bidder exceed the proposal budget of the Owner, the Owner may negotiate with the Bidder in order to obtain a bid within budget, including but not limited to College direct purchase of materials.

1.02 BID

- A. Sealed bids will be received by the date, time and location so stated in SECTION 00 11 16 INVITATION TO BID. Attendance by the invited bidder or his authorized representative at the mandatory pre-bid meeting is a requirement in order to be able to bid on this project. The bidder or his authorized representative is invited to be present at the bid opening and bid award meeting but attendance is not required at either.

1.03 PROPOSALS

- A. All work on the project shall be included in the bid for the general contract. Bids for this project shall be submitted *in duplicate* on the bid forms enclosed in this Project Manual. The bid shall be sealed in an envelope and marked to indicate the contractor's name and Bid Number BID-SJR-05-2019. The envelope shall then be forwarded or delivered to the Owner at the address listed in SECTION 00 11 16 INVITATION TO BID.
1. The Bidder shall fill in his bid completely, providing price quotations for Base Bid and all Alternates and correctly sign his bid. Bids that show any omissions, alterations, additions not authorized by the Owner, conditional bids or irregularities of any kind, may be rejected.
 2. Bids shall be submitted in sufficient time for receipt by the Owner by or before the scheduled bid deadline. Bids received after the scheduled bid date and time will not be considered. No changes will be permitted after bids have been submitted.
 3. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for bids.
 4. Bid results and notice of intent concerning award of the bid will be posted on the College's web page dedicated to this bid at <http://www.sjrst.edu/052019> . All bidders must consult this page for information and notices as the bid process progresses. Bidders are considered to be notified as to bid results and notices when posted by the college on the web page dedicated to this bid.
- B. Bidders shall submit the following documents with their Bid, in quantities as indicated on the Bid Form:
- Bid Checklist/Response Proposal Form
 - Sub-Contractor Listing
 - Drug-Free Workplace Form
 - Trench Safety Certification
 - Bid Form Attachment-List of Subcontractors
 - Bid Bond Form

1.04 CONTRACTOR AND SUBCONTRACTOR QUALIFICATIONS

- A. All Bidders shall be licensed General or Building Contractors and licensed to do business in the State of Florida, and all subcontractors shall be licensed for their respective disciplines, if applicable, as required by the laws of the State of Florida.

1.05 SITE LOCATION AND INVESTIGATION

- A. Each bidder, before submitting his bid, shall examine the site and all pertinent conditions to determine the conditions under which he must perform the Work.

- B. Site Location:

ST. JOHNS RIVER STATE COLLEGE
ST. AUGUSTINE CAMPUS
STUDENT SERVICES – BUILDING V
2990 COLLEGE DRIVE
ST. AUGUSTINE, FLORIDA 32084

- C. The submittal of a bid shall be construed as evidence that appropriate examination has been made. No subsequent allowance will be made in this connection. Access to the site will be made on the day of the Mandatory Pre-Bid Meeting; afterwards, to gain access, the Bidder shall contact:

Mr. Mike Canaday
St. Johns River State College
5001 St. Johns Avenue
Palatka, Florida 32177
Telephone: 386/312-4091

- D. **Mandatory Pre-Bid Meeting: Held in Room L-112, St Johns River State College, 2990 College Drive, St. Augustine, FL at 2:00 PM DST on Thursday, March 12, 2020 for purposes of familiarizing the bidders with the conditions of the project. Attendance at the pre-bid meeting by invited Bidders, or their designated representative, is required in order to be eligible to bid and attendance will be taken.** Tentative Agenda is as follows:

1. Attendance roster to be signed by all attendees.
2. Introduction of Owner Architect/Engineer Project Team.
3. Project Summary and Scope of Work
4. Availability of Documents
 - a. Plan Rooms
 - b. General Contractors
 - c. Construction Plans/Project Manual, see Invitation to Bid
5. Instructions to Bidders and Review of Bid Process
6. Contractual Agreement
7. Bid Proposal Form with Proposal Submission Requirements & List (s) of Subcontractors
8. Submittals, Products, and Substitutions
9. Addenda Schedule
10. Contractor Question Period (answers will be included in Addendum One)
11. Closing Statements & Work Site Visit

1.06 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Should a Bidder find discrepancies, ambiguities or conflicts in, or omissions from the Drawings and Specifications, or should Bidder be in doubt as to its meaning, the Bidder shall at once notify the Design Professional for an interpretation which will be conveyed in the form of an addendum. Interpretive addenda will be forwarded to all Bidders, and each Bidder shall acknowledge receipt of each Addendum on his bid in the spaces provided.

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3. No time extensions will be permitted, to revise or redesign a product found not to comply, and that evidence of noncompliance shall automatically classify the bid as having been informal and rejected.
4. Since time is of the essence, the College cannot be expected to delay the award of bid, and their decisions shall be in strict accordance to the details and specifications, these items should be brought to the attention of the Design Professional of the project and of the College prior to submitting a bid proposal

C. Subcontractors

1. The successful bidder shall employ the subcontractors listed in the bidder's proposal along with the class of work to be performed by each. This list shall not be modified in any way whatsoever without the written consent of the College to ensure those subcontractors shall be utilized for the specified class of work.
2. Modifications to listed subcontractors may be granted by the College only in those instances where the bidder presents written evidence that use of the listed subcontractor would not be in the best interest of the College.

1.07 CONTRACT TIME

- A. Time for Substantial Completion (Contract Time) for this project is a condition of the Contract and time is of the essence. The time for Substantial Completion is as noted on Response Proposal Form Section 00 41 13 and indicated in Section 00 22 13, Supplemental Instructions to Bidders and an extension of time is not anticipated. If the bidder cannot meet the construction schedule, they should not submit a bid. As indicated in 01 35 00 Special Procedures the Contractor will have 15 days for Final Completion after Substantial Completion.

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- C. Cost of electrical, water and gas permits and tap fees, fees for inspections as required by county and/or state authorities, social security and other applicable state and federal government taxes, and costs of all other permits, inspections, licenses and taxes for which the Bidder is liable shall be included in his bid for the work.
- D. Cost of social security and other applicable state and federal government taxes and any sales taxes for which the bidder is liable shall be included in the proposal for the work.

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- A. Bid guarantee (security) in the form of a Bid Bond executed by the bidder and a qualified surety or a certified or cashier's check on any national or state bank shall be required in the amount of five percent (5%) of the base bid proposal and all alternates, made payable to St. Johns River State College and shall be submitted with the bid proposal. In the event contract is awarded to the bidder, bidder will within ten (10) business days after award execute contract and furnish the required payment and performance bonds, failing which the bid security shall become the property of St. Johns River State College as liquidated damages. See Section 00 11 16 Invitation to Bid and Section 00 43 00 Response Proposal Form. A duplicate copy of the Bid Security shall be submitted along with the original.

1.11 BID RESPONSE MATERIALS

- A. The materials submitted in response to this invitation to bid becomes the property of the College upon delivery to the Office of the Director of Capital Contract Management and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful bidder.

1.12 RETURN OF BID SECURITY, BID BOND

- A. Bid guarantees in the form of a certified or cashier's check will be returned after the tabulation and analysis of the bids upon request except for the three (3) lowest bidders; these will be returned upon request within fifteen (15) days following the award of the Contract.

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- A. Only one bid from an individual, firm, partnership or corporation under either the same or different names will be considered.
- B. Should there be any reasonable grounds for the Owner to believe that a collusion or combination exists among Bidders, any or all bids may be rejected and all such Bidders or participants in such combination or collusion will not be considered in a future bid for the same work.
- C. No bid will be considered valid unless accompanied by a Bid Security or good faith deposit in the amount and in the form specified in the Invitation to Bid.

- D. Bids that are incomplete or not signed by the Bidder may be rejected.
- E. Bids that are submitted without the Subcontractors listing completed as required in this Section and indicated in Section 00 43 00, Response Proposal Form may be rejected.
- F. Bids that do not include all alternates, where applicable, will be rejected.

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- A. The decision for the award of tied bids shall be made after careful review of the circumstances surrounding the tie. Pursuant to FS 287.087, the College will break a tie/award to a business that has implemented a drug-free workplace program; if still tied, a coin toss in the presence of the Design Professional and the Senior Vice President and General Counsel, when all other factors are equal.

1.15 NOTICES

- A. Bid results and bid notices, including notice of intent to award bid and bid award or rejection will be posted on the web page dedicated to this bid at <http://www.sjstate.edu/052019> and bidders are required to monitor this web page during the entire bid process.

1.16 BID PROTESTS

- A. Bid protests pursuant to Florida Statutes §120.57 shall be served on Lynn Powers, Vice President for Finance and Administration/CFO and Beverly Barker, Director of Capital Contract Management, St. Johns River State College, 5001 St. Johns Avenue, Palatka, Florida 32177 all via certified mail. Bid protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Lynn Powers 386/312-4167 and Beverly Barker at 386/312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater.
- B. In the event the protesting party is not the prevailing party, as a result of final agency action taken by pursuant to §120.57, said cost deposit shall be retained by the College to defray its costs, expenses and fees, including reasonable attorney's fees with respect to their participation in the bid protest process. Furthermore, the unsuccessful protester shall be responsible to the College for all other and additional reasonable fees, expenses and costs, in the event the deposit which the College retains pursuant to this paragraph is insufficient to reimburse the College for all costs and fees incurred. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

1.17 PERFORMANCE AND PAYMENT BOND

- A. Within ten (10) days after the Notice of Award, the successful Bidder shall furnish a satisfactory Performance and Payment Bond. The Bond shall be provided by a corporate Surety authorized to do business in the State of Florida, and the surety company shall be rated excellent (A- or better) in accordance with section 4.1(1)(a)2, SREF, and be acceptable to the Owner. The Bond shall be conditioned well and truly to perform the Contract and pay all bills and invoices for labor done, delay damages and materials furnished in the performance of the Work including a guarantee period of (1) year or longer, if required in the individual technical sections of the Specifications, against unacceptable work.
- B. All Bonds must be executed under corporate seal of the Surety and countersigned on the part of the Surety by a qualified resident agent of the company or an attorney in fact with proof of power attached.

- C. In case of default on the part of the Bidder, actions for all expenses incident to ascertaining and collecting losses under the Bond including both architectural and legal services shall lie against the Bond.
- D. Such Bond shall be in the penal sum of 100% of the Contract.
- E. Premiums for the Performance and Payment Bond shall be included in the Bidder's bid.
- F. The Bond shall be on AIA Document Form A312.

1.18 EXECUTION OF CONTRACT

- A. Within ten (10) days after Notice of Award, the successful Bidder shall enter into a formal contract and furnish a satisfactory Performance and Payment Bond.
- B. Failure to execute the Contract as provided in these documents within ten (10) days from the date of the Notice of Award shall be just cause and the Owner may annul and void the award and declare forfeiture of the bid guarantee or good faith deposit in liquidation of all damages sustained.
- C. Award may then be made to the next lowest responsible Bidder, or the work may be re-bid at the Owner's discretion.
- D. No award or costs will be binding upon the Owner until the construction Contract has been executed by the Owner.
- E. The construction Contract shall be signed in triplicate by the Owner and the Bidder.

1.19 SEVERABILITY

- A. If any provisions of the agreement resulting from this bid are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.

In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

1.20 INDEMNIFICATION

- A. The firm shall indemnify and hold harmless the College, and any 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 injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Firm or 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 obligations shall not be considered to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

1.21 VENUE

- A. The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Firm hereby agree that venue shall be in Putnam County, Florida.

End of Section

**SECTION 00 22 13
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

The following supplements modify, change, delete from or add to the **Instructions to Bidders Section 00 21 13**

Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Add the following new Articles:

Article 2, Liquidated Damages

2.01 The Bidder agrees that liquidated damages in the amount of *One Thousand Dollars (\$1,000.00) per calendar day* for each day the work remains incomplete, shall be assessed against the Bidder if the work is not completed within the specified time limit. It shall be understood that liquidated damages are not a penalty, but are intended to provide a means of recovery of actual damages suffered by the Owner as a result of delayed completion.

Article 3, Contract Time

3.01 Contract time to Substantial Completion for Base Bid Work is **270 Calendar Days.**

The following is Supplemental Bid Information

Definitions

The College, SJR State, or St. Johns River State College, refers to the District Board of Trustees of St. Johns River State College, Palatka, Florida. The College is a political subdivision of the State of Florida.

Firm, vendor, contractor or bidder in this document refers to respondents to this invitation to bid.

Taxes

The College does not pay federal, excise, or state sales taxes. Florida Sales Tax Exemption Number: Florida Sales Tax: 85-8013170533C-4

Bidding Costs

St. Johns River State College is not responsible for any cost incurred by bidders in their efforts in submitting this bid.

Open Competition

The College encourages free and open competition among Pre-Qualified Firms. Whenever possible, specifications, bid invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The Firm's signature on the Bid Checklist/Response Proposal Form guarantees that the Firm, its agents, officers, or employees have not been bribed or attempted to bribe or influence in any way an officer, employee or Agent of the College.

Minority & Women Owned Business Enterprises (M/WBE) Participation

M/WBE participation is encouraged.

Insurance Coverage

Contractor shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule. St. Johns River State College shall be included as additional named insured on each applicable policy. The insurance shall cover the Firm's entire operations under Agreement with the College and shall be effective throughout the effective period of this Agreement. It is not the intent of this schedule to limit the types of insurance otherwise required by this Agreement or that the Firm may desire to obtain.

Minimum Insurance Requirement Schedule

Refer to 00 72 13 Supplementary Conditions For All Insurance Requirements.

Bid Award Process

The bid award shall be made to the lowest and best proposal, Base and Alternates within budget, which meets or exceeds the conditions of the bid specifications and the College reserves the right to award by individual item, groups of items, "All or None" or a combination thereof contingent upon budget availability. The College is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the College. St. Johns River State College reserves the right to waive any minor deviations in otherwise valid bid proposal, to waive any informalities, to reject any or all bid proposals, and to accept the bid which will be in the best interest of SJR State. In addition, the College shall have the right to reject any bid not accompanied by data required by the bid specifications, or a proposal in any way incomplete or irregular. Conditional bids will not be accepted. Should the lowest Bidder exceed the proposal budget of the Owner, the Owner may negotiate with the Bidder in order to obtain a bid within budget, including but not limited to College direct purchase of materials.

Bid Rejection

The College shall have the right to reject any or all bids and in particular to reject a bid not accompanied by data required by the bid specifications or a proposal in any way incomplete or irregular. Conditional bids will not be accepted.

Bid Response Materials

The materials submitted in response to this invitation to bid becomes the property of the College upon delivery to the Office of the Director of Capital Contract Management and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful bidder.

Errors and Omissions

The successful bidder is expected to comply with the true intent of these bid specifications taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. The successful bidder is responsible for the contents of its proposal and for satisfying the requirements set forth in the bid documents.

Bidder Responsibility

It is understood, and the bidder hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the bid specifications.

Cone of Silence

SJR State employees, with the exception of the Director of Capital Contract Management and any exception granted by the Director of Capital Contract Management, and members of the District Board of Trustees are not to be contacted regarding this bid, either directly or indirectly, except as prescribed in section 120.57, Florida Statutes, to discuss the bid or selection process or in an attempt to further their interest in being selected for bid award. Violation of this cone of silence will result in disqualification of the Bidder's bid.

Public Records

To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes: Keep and maintain public records required by COLLEGE to perform the service.

Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer their records to COLLEGE.

Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a form that is compatible with the information technology systems of COLLEGE. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS MELISSA MILLER 5001 ST. JOHNS AVE, PALATKA, FL 32177 MELISSAMILLER@SJRSTATE.EDU (386) 312-4106.

THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT HE HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARDS TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

Sovereign Immunity

St. Johns River State College is a political subdivision of the State of Florida. As such, the College is entitled to sovereign immunity except to the extent of the waiver set forth in 768.28 F.S., the College's performance under any resulting agreement and any amendments there to or attachments connected there with, shall at all times be subject to any and all state laws, state regulations and College District Board of Trustees which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified therein.

Severability

If any provisions of the agreement resulting from this bid are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.

In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

Venue

The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Firm hereby agree that venue shall be in Putnam County, Florida.

Americans with Disabilities Act of 1990

If special accommodations are required in order to attend the public meeting to announce bids received, contact the Director of Capital Contract Management at 386-312-4110 or email BeverlyBarker@sjrstate.edu a minimum of three business days prior to the meeting.

Independent Firm

Nothing herein is intended or shall be construed in any way creating or establishing the relation of co-partners between the parties or in any way making the Firm the agent or representative of the College for any purposes in any manner whatsoever. Firm is, and shall remain, an independent Firm with respect to all services performed.

Laws, Ordinances, Rules, Regulations, Permits, and Licenses

The Firm shall observe and obey all laws, ordinances, rules, regulation, and policies of the District Board of Trustees of St. Johns River State College and the federal and state governments which may be applicable to

the Firm's operation at St. Johns River State College, and shall, at the sole cost to the Firm, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

Bid Response Authorization

The bid response shall be signed by a person legally authorized to bind the Firm.

Firm Warranty of Ability to Perform

Firm shall warrant by authorized signature on the bid response that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Firm's obligations, diminish the Firm's obligations or diminish the Firm's financial ability to perform the terms of the proposed contract.

Contract

The successful bidder will enter into a contract with the College based on bid documents and the result of the bid.

Assignment

Neither this agreement nor any duties or obligations under this agreement or resulting contract(s) shall be assigned by Firm without prior written consent of the College.

Indemnification

The firm shall indemnify and hold harmless the College, and any 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 injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Firm or 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 obligations shall not be considered to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

Payment

When the Contractor receives payment from the Owner for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor for the project, the Contractor shall remit payment due to those subcontractors and suppliers, less the value of any items contested in accordance with the Contract, within 10 days after the Contractor's receipt of payment from the Owner. When the payment due the subcontractor is for final payment, including retainage, the subcontractor must include with the invoice for final payment a conditional release of lien and all appropriate warranties and closeout documentation. When the subcontractor receives payment from the Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors, less the value of any item contested in accordance with the contract, within ten (10) days after the subcontractor's receipt of payment.

END OF SECTION

**St. Johns River State College
 BID-SJR-05-2019
 Addition/Renovation Building V - St. Augustine Campus**

| | |
|--|---------------------------|
| Plan/Spec Approval District Board of Trustees Meeting St. Johns River State College, Orange Park Campus 283 College Dr., Thrasher-Horne Conference Center Suites C&D Orange Park, FL 32065 | March 11, 2020, 2:00 p.m. |
| Dedicated Bid Web Page Online: http://www.sjrstate.edu/052019 | March 4, 2020 |
| Mandatory Pre-Bid Public Meeting & Work Site Visit St. Johns River State College, St Augustine Campus 2990 College Drive, Room L-112 St. Augustine, FL 32084 | March 12, 2020, 2:00 p.m. |
| Plans Available to Contractors From: ALS Architects mbishop@alsarchitects.com 704 Rosselle St. Jacksonville, FL 32204 (904) 356-2654 | March 12, 2020 |
| Eligible Bidders List Published Online http://www.sjrstate.edu/052019 | March 13, 2020 |
| Bids Due St. Johns River State College Business Office, Attn: Beverly Barker 5001 St. Johns Avenue Palatka, FL 32177 <ul style="list-style-type: none"> • Response must be submitted in sealed envelope and identified on the outside with BID-SJR-05-2019 and the Name of the Respondent | April 2, 2020, 2:00 p.m. |
| Bid Opening - Public Meeting: St. Johns River State College 5001 St. Johns Avenue, Room A-154 Palatka, FL 32177 | April 2, 2020, 2:30 p.m. |
| Bid Tally & Notice Concerning Bid Award Published Online http://www.sjrstate.edu/052019 | April 3, 2020 |
| Bid Award District Board of Trustees Meeting St. Johns River State College 5001 St. Johns Avenue, Room A-154 Palatka, FL 32177 | April 15, 2020, 2:00 p.m. |
| Bid Award Published Online http://www.sjrstate.edu/052019 | April 18, 2020 |

The College reserves the right to amend the above schedule.
 Schedule changes, if any, will be issued via addendum from the architect.

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**SECTION 00 41 13
BID CHECKLIST/RESPONSE PROPOSAL FORM**

BID CHECKLIST:

Place an "x" on the lines below of the documents attached to this form.

- _____ Copy of license to do Business in Florida
- _____ Section 00 43 29 – Drug Free Workplace Form
- _____ Section 00 43 31 – Trench Safety Act Certification
- _____ Section 00 43 32 - Non-Collusion Affidavit
- _____ Section 00 43 36 – List of Subcontractors
- _____ Section 00 61 00 – Bid Guarantee (Bid Bond Form or Cashier's Check)

RESPONSE PROPOSAL FORM:

PROPOSAL FOR: BID-SJR-05-2019
Renovation with Addition to Building V, St. Augustine Campus, for
St. Johns River State College,
2990 College Drive, St. Augustine, FL, 32084

SUBMITTED BY: _____

QUALIFIER'S NAME: _____

TO: St. Johns River State College, Palatka, Florida

The undersigned Bidder hereby declares that the only person or persons interested in this proposal as Principal is named herein mentioned has an interest in this proposal or in the contract to be entered into; he fully represents his Firm and is authorized to enter into legal agreements; that this Proposal is made freely and without connection with other persons, companies or parties submitting other Proposals; and that this Proposal is in all respects fair and in good faith, without collusion or fraud; and that all parties directly interested in this Proposal are listed herein.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be performed; that he has read and examined the Drawings, Specifications and other Contract Documents for the Work and has satisfied himself fully in regard to the Work to be performed and agrees to and by them.

BASE BID PROPOSAL:

The Bidder proposes and agrees to furnish all labor, material and equipment necessary to accomplish the Work in accordance with the Drawings and Specifications for the lump sum Base Bid price of

_____ Dollars (\$ _____)

ALTERNATES:

BID ALTERNATE NO. 1 (Provide New LVT & misc carpet as well as Painting in Exist Building, ADD:

(+) _____ Dollars (\$ _____)

BID ALTERNATE NO. 2 (Provide Misc ceiling grid adjustment w/ above grid painting in Exist Bldg, ADD:

(+) _____ Dollars (\$ _____)

BID ALTERNATE NO. 3 (Provide Misc millwork (display cabinet & column accents), Exist Bldg, ADD:

(+) _____ Dollars (\$ _____)

TOTAL OF BASE BID AND ALTERNATES 1, 2, AND 3:

_____ Dollars (\$ _____)

CONTRACT TIME:

Bidder proposes and agrees to commence the Work with an adequate force and equipment within seven (7) consecutive days after being notified by the Owner to do so, and shall carry on to a rate to secure Substantial Completion as indicated in the Supplementary Instruction to Bidders and herein: all work there under within 270 consecutive calendar days; additional Contract Time shall not be granted except by Change Order. The bidder agrees that Liquidated Damages in the amount indicated in the Supplementary Conditions and repeated herein, One Thousand Dollars (\$1000.00) for each day the Work remains incomplete, shall be assessed against him if the Work is not completed within the specified time limit.

BID SECURITY:

Bidder agrees that in the case of failure on his part to execute the said Contract and the Performance Bond within ten (10) consecutive calendar days after receiving same, the Bid Security accompanying this Proposal and the monies payable thereon, shall be paid into the funds of St. Johns River State College, Palatka, Florida, as Liquidated Damages for such failure; otherwise the Bid Security accompanying this Proposal may be returned to the undersigned upon award of a contract.

Attached hereto is a certified check on _____ Bank of _____ in the amount of (\$_____) or a Bid Bond in an amount not less than five percent (5%) of the bid amount payable to St. Johns River State College, Palatka, Florida. Submit original and copy of Bid Security.

ADDENDA RECEIPT:

Bidder acknowledges below the receipt of Addenda, if any, to Contract Documents.

| | |
|-----------------------------|-----------------------------|
| ADDENDUM _____, DATED _____ | ADDENDUM _____, DATED _____ |
| ADDENDUM _____, DATED _____ | ADDENDUM _____, DATED _____ |
| ADDENDUM _____, DATED _____ | ADDENDUM _____, DATED _____ |

AUTHORIZING SIGNATURE: _____ DATE: _____ 20____

All companies certify by their signature that they have read and understand the conditions and specifications of the bid and have included all required documents, and that they have the authority, capacity, and capability to perform according to the conditions and specifications of BID-SJR-05-2019

COMPANY NAME: _____

ADDRESS: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

LEGAL SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Must Include SUBCONTRACTOR LIST FORM Section 00 43 36.

End of Section

**SECTION 00 41 13
BID CHECKLIST/RESPONSE PROPOSAL FORM**

BID CHECKLIST:

Place an "x" on the lines below of the documents attached to this form.

- _____ Copy of license to do Business in Florida
- _____ Section 00 43 29 – Drug Free Workplace Form
- _____ Section 00 43 31 – Trench Safety Act Certification
- _____ Section 00 43 32 - Non-Collusion Affidavit
- _____ Section 00 43 36 – List of Subcontractors
- _____ Section 00 61 00 – Bid Guarantee (Bid Bond Form or Cashier’s Check)

RESPONSE PROPOSAL FORM:

PROPOSAL FOR: BID-SJR-05-2019
Renovation with Addition to Building V, St. Augustine Campus, for
St. Johns River State College,
2990 College Drive, St. Augustine, FL, 32084

SUBMITTED BY: _____

QUALIFIER'S NAME: _____

TO: St. Johns River State College, Palatka, Florida

The undersigned Bidder hereby declares that the only person or persons interested in this proposal as Principal is named herein mentioned has an interest in this proposal or in the contract to be entered into; he fully represents his Firm and is authorized to enter into legal agreements; that this Proposal is made freely and without connection with other persons, companies or parties submitting other Proposals; and that this Proposal is in all respects fair and in good faith, without collusion or fraud; and that all parties directly interested in this Proposal are listed herein.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be performed; that he has read and examined the Drawings, Specifications and other Contract Documents for the Work and has satisfied himself fully in regard to the Work to be performed and agrees to and by them.

BASE BID PROPOSAL:

The Bidder proposes and agrees to furnish all labor, material and equipment necessary to accomplish the Work in accordance with the Drawings and Specifications for the lump sum Base Bid price of

_____ Dollars (\$ _____)

ALTERNATES:

BID ALTERNATE NO. 1 (Provide New LVT & misc carpet as well as Painting in Exist Building, ADD:

(+) _____ Dollars (\$ _____)

BID ALTERNATE NO. 2 (Provide Misc ceiling grid adjustment w/ above grid painting in Exist Bldg, ADD:

(+) _____ Dollars (\$ _____)

BID ALTERNATE NO. 3 (Provide Misc millwork (display cabinet & column accents), Exist Bldg, ADD:

(+) _____ Dollars (\$ _____)

TOTAL OF BASE BID AND ALTERNATES 1, 2, AND 3:

_____ Dollars (\$ _____)

CONTRACT TIME:

Bidder proposes and agrees to commence the Work with an adequate force and equipment within seven (7) consecutive days after being notified by the Owner to do so, and shall carry on to a rate to secure Substantial Completion as indicated in the Supplementary Instruction to Bidders and herein: all work there under within 270 consecutive calendar days; additional Contract Time shall not be granted except by Change Order. The bidder agrees that Liquidated Damages in the amount indicated in the Supplementary Conditions and repeated herein, One Thousand Dollars (\$1000.00) for each day the Work remains incomplete, shall be assessed against him if the Work is not completed within the specified time limit.

BID SECURITY:

Bidder agrees that in the case of failure on his part to execute the said Contract and the Performance Bond within ten (10) consecutive calendar days after receiving same, the Bid Security accompanying this Proposal and the monies payable thereon, shall be paid into the funds of St. Johns River State College, Palatka, Florida, as Liquidated Damages for such failure; otherwise the Bid Security accompanying this Proposal may be returned to the undersigned upon award of a contract.

Attached hereto is a certified check on _____ Bank of _____ in the amount of (\$_____) or a Bid Bond in an amount not less than five percent (5%) of the bid amount payable to St. Johns River State College, Palatka, Florida. Submit original and copy of Bid Security.

ADDENDA RECEIPT:

Bidder acknowledges below the receipt of Addenda, if any, to Contract Documents.

| | |
|-----------------------------|-----------------------------|
| ADDENDUM _____, DATED _____ | ADDENDUM _____, DATED _____ |
| ADDENDUM _____, DATED _____ | ADDENDUM _____, DATED _____ |
| ADDENDUM _____, DATED _____ | ADDENDUM _____, DATED _____ |

AUTHORIZING SIGNATURE: _____ DATE: _____ 20__

All companies certify by their signature that they have read and understand the conditions and specifications of the bid and have included all required documents, and that they have the authority, capacity, and capability to perform according to the conditions and specifications of BID-SJR-05-2019

COMPANY NAME: _____

ADDRESS: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

LEGAL SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Must Include SUBCONTRACTOR LIST FORM Section 00 43 36.

End of Section

**SECTION 00 43 29
DRUG-FREE WORKPLACE**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. St. Johns River State College Drug Free Workplace Form is attached. This form must be copied, completed, and submitted with the Contract Documents.

PART 2 – PRODUCTS *Not used*

PART 3 – EXECUTION *Not used*

END OF SECTION

(plus Attachment on following page)

DRUG FREE WORKPLACE PROGRAM FORM

In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THIS STATEMENT, I CERTIFY THAT THIS FIRM,

(Name of Company)

COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Authorized Signature

Date

**SECTION 00 43 31
TRENCH SAFETY CERTIFICATION**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. St. Johns River State College Trench Safety Certification Form is attached. This form must be copied, completed, and submitted with the Contract Documents.

PART 2 – PRODUCTS *Not used*

PART 3 – EXECUTION *Not used*

END OF SECTION

(plus Attachment on following page)

TRENCH SAFETY CERTIFICATION FORM

Provide price for trench safety for trench excavations in excess of five (5) feet deep in accordance with the Trench Safety Act, Chapters 90-96, Laws of Florida and OSHA Standard 29 C.F.R. s.1926.650, Subpart P. The Bidder by execution of this Bid Proposal certifies that he will comply fully with the above said Trench Safety Act and OSHA Safety and Health Standards.

The Contractor herein verifies that he is aware of the Trench Safety Act and has in his bid all costs related to the requirement of this Act.

Certified by Contractor

**SECTION 00 43 36
 BID FORM ATTACHMENT-LIST OF SUBCONTRACTORS**

- A. Bidder shall identify below those subcontractors, suppliers, manufacturers, etc. that the bidder intends to subcontract with should Bidder be awarded a Contract resulting from this Bid.
1. Indicate each subcontractor, supplier, product or material manufacturer, fabricator or equipment manufacturer by trade or specialty identified on the SUBCONTRACTOR LIST.
 2. The Bidder shall also indicate any major division of work performed by Bidder's own forces listed on the SUBCONTRACTOR LIST . Bidder is not intended to perform Work for which he is not legally qualified.
- B. Bidders failing to identify on the SUBCONTRACTOR LIST subcontractors, suppliers, product or material manufacturers, equipment manufacturers, fabricators, etc., listed with Name, Address & Telephone Number and license number if applicable may be disqualified & bid rejected.

| BID FORM ATTACHMENT- SUBCONTRACTOR LIST | | | OWN FORCES |
|--|---|---|-----------------------|
| DIVISION OF WORK | PROPOSED SUBCONTRACTOR, LICENSE NUMBER & PRINCIPAL/OFFICER | CORPORATE ADDRESS & TELEPHONE NUMBER | |
| EARTHWORK/ SITE WORK | | | |
| CONCRETE | | | |
| MASONRY | | | |
| STRUCTURAL STEEL | | | |
| WOODWORK/ CABINetry | | | |
| STOREFRONT | | | |
| OTHER DOORS | | | |
| DOORS HARDWARE | | | |
| ACCESS CONTROL | | | |
| DRYWALL/STUDS/ ACOUSTICAL CLG | | | |
| (Continued on Following Page) | | | |

| BID FORM ATTACHMENT- SUBCONTRACTOR LIST (Continued from Previous Page) | | | OWN FORCES |
|---|---|---|-----------------------|
| DIVISION OF WORK | PROPOSED SUBCONTRACTOR & PRINCIPAL/OFFICER | CORPORATE ADDRESS & TELEPHONE NUMBER | |
| ROOFING | | | |
| | | | |
| STUCCO W/ AIR/ WATER BARRIER SYSTEM | | | |
| | | | |
| LVT FLOORING/ CARPET | | | |
| | | | |
| PAINTING | | | |
| | | | |
| LOUVERS | | | |
| | | | |
| HVAC | | | |
| | | | |
| PLUMBING | | | |
| | | | |
| ELECTRICAL | | | |
| | | | |

LEGAL SIGNATURE: _____

PRINTED NAME: _____

End of Section

AGREEMENT FORM

AIA Document A101, Standard Form of Agreement Between Owner and Contractor, 2017 version, is the form to be used.

AIA Document A101 may be purchased from the Florida Association of the American Institute of Architects, (AIA Florida), 104 East Jefferson Street, Tallahassee, Florida, tel: 904-222-7590, fax: 904-224-8048, or may be examined at the Architect's office.

End of Section

Following is attached AIA Document A101, 2017

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DRAFT AIA® Document A101™ - 2017

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

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

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

« St Johns River State College »« »
« 5001 St. Johns Avenue, Palatka, Florida 32177 »
« »
« »

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

« »« »
« »
« »
« »

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

« St Johns River State College - -»
« Renovation with Addition to Bldg V, St. Augustine Campus »
« »

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

« Akel Logan Shafer Architects »« »
« 704 Rosselle Street, Jacksonville, FL 32204 »
« »
« »

The Owner and Contractor agree as follows.

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

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

« »

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

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

§ 3.3 Substantial Completion

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

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

- [« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

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

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

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

| Item | Price |
|------|-------|
| | |

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

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

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

| Item | Price |
|------|-------|
| | |

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

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

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

« »

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

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

<< >>

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

<< >>

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

<< >>

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

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

§ 5.2 Final Payment

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

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

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

<< >>

§ 5.3 Interest

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

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

<< >>

<< >>

<< >>

<< >>

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

« »

« »

« »

« »

« »

« »

§ 8.3 The Contractor’s representative:

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

« »

« »

« »

« »

« »

« »

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

§ 8.5 Insurance and Bonds

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

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

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

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

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

<< >>

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

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

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

.8 Other Exhibits:

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

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

<< >>

[« »] The Sustainability Plan:

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

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

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

.9 Other documents, if any, listed below:

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

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

SECTION 00 61 00
BID BOND FORM ATTACHMENT

BID BOND FORM

AIA Document A310, Bid Bond, 2010 version, is the form to be used.
AIA Document A310 may be purchased from the Florida Association of the American Institute of Architects, (AIA Florida), 104 East Jefferson Street, Tallahassee, Florida, tel: 904-222-7590, fax: 904-224-8048, or may be examined at the Architect's office.

End of Section

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**SECTION 00 62 00
BONDS AND CERTIFICATES**

PERFORMANCE AND PAYMENT BOND

AIA Document A312, Performance and Payment Bond, **2010 version**, is the form to be used.

AIA Document A101 may be purchased from the Florida Association of the American Institute of Architects, (AIA Florida), 104 East Jefferson Street, Tallahassee, Florida, tel: 904-222-7590, fax: 904-224-8048, or may be examined at the Architect's office.

LABOR & MATERIAL PAYMENT BOND

AIA Document A312, Payment Bond, **2010 version**, is the form to be used.

AIA Document A101 may be purchased from the Florida Association of the American Institute of Architects, (AIA Florida), 104 East Jefferson Street, Tallahassee, Florida, tel: 904-222-7590, fax: 904-224-8048, or may be examined at the Architect's office.

End of Section

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DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«SJRSC-Renovations/Remodel with Addition to Bldg V, St. Augustine Campus»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

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

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

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

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

§ 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

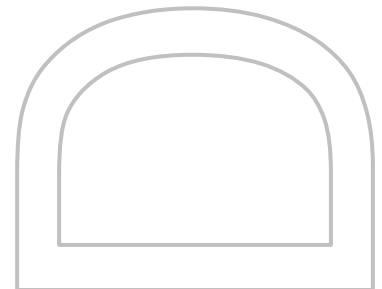
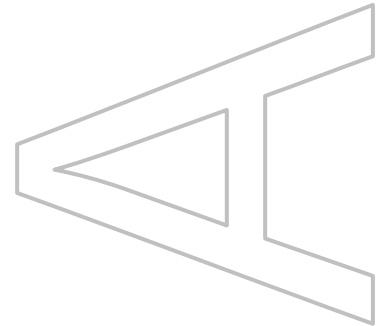
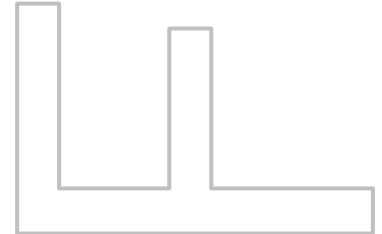
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »



DRAFT AIA[®] Document A312[™] - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«SJRSC-Renovation with Addition to s/Remodel Bldg V, St. Augustine Campus»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

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

Signature:

Name and « »« »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >>< >
Address: << >>

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >>< >
Address: << >>

SECTION 00 72 13 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS

The General Conditions of the Contract are the American Institute of Architects Standard Document No. A-201-2017, "General Conditions of the Contract for Construction," 2017 Edition, hereinafter referred to as the AIA General Conditions, which document is hereby specifically made a part of the Contract Documents with the same force and effect as though set forth in full.

SUPPLEMENTARY CONDITIONS TO THESE GENERAL CONDITIONS

Section 00 73 00 Supplementary Conditions contains changes and additions to the AIA Document A201, 2017, General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

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following AIA Document A201, 2017

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DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« [St Johns River State College - Renovation with Addition to Bldg V](#)
[St. Augustine Campus](#) »

« »

THE OWNER:

(Name, legal status and address)

« [St Johns River State College](#) »«
[5001 St. Johns Avenue, Palatka, Florida 32177](#) »

« -> »

THE ARCHITECT:

(Name, legal status and address)

« [Akel Logan Shafer Architects](#) »
[704 Rosselle Street, Jacksonville, FL 32204](#) »

« »

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- 13 MISCELLANEOUS PROVISIONS
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- 15 CLAIMS AND DISPUTES

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

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

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



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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.

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SECTION 00 73 00 SUPPLEMENTARY CONDITIONS OF THE CONTRACT

INTRODUCTORY PARAGRAPH

The following supplements, modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by these supplements, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1.1 THE CONTRACT DOCUMENTS

Sub-Paragraph 1.1.1, line 6, delete the last sentence which reads: *"Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements"*. It is the intent of SJR State that the successful Bidder who enters into contract with SJR State can rely on information provided during the Bid period through the Instructions to Bidders, sample forms, and other information furnished by SJR State in anticipation of receiving bids, as consistent with and a part of the Contract Documents for construction.

1.1.3 THE WORK

Add the following sentence to the end of Paragraph 1.1.3

The term "furnish" includes purchase and delivery to Project Site. The term "install" includes receiving, unloading and storing at Project Site, installing in place, and placing in operation or finishing complete for intended use. The term "provide" includes furnishing and installing.

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1 The term "provide" as used in the Project Manual means to furnish and install, complete and ready for intended use.

1.1.9.2 The term "product" as used in the Project Manual includes materials, fabrications, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraphs to Paragraph 1.2

1.2.4 Should the Drawings and Specifications conflict at any point, the work is to be done according to the Specifications insofar as the quality of materials and workmanship is concerned; but the Drawings shall govern insofar as the form or extent of the work is concerned. Should details and schedules shown on drawings conflict on any point, the schedules prevail. Large-scale details prevail over small-scale plans and elevations, and figure dimensions over scaled dimensions. In case of discrepancies between the various Contract Documents, the order of precedence shall be as follows:

1. Approved Change Orders
2. The Contract Agreement, including Proposal Form
3. Addenda issued during bidding
4. The Supplementary Conditions
5. The AIA General Conditions
6. The Technical Provisions of the Specifications
7. Referenced Standards

1.2.5 The Drawings are intended to show the general arrangements, design and extent of the Work, and are partly diagrammatic; they are not intended to be called for rough-in measurements, or to serve as Shop Drawings.

In general, the better quality or greater quantity of Work or materials shall be furnished unless otherwise indicated in Writing by the Architect.

1.2.6 Where a typical or representative detail is shown on the Drawings, this detail shall constitute the standard in workmanship and materials throughout corresponding parts of the Work; adaptation, however, shall be subject to the approval of the Architect.

1.6 TRANSMISSION OF DATA IN DIGITAL FORMAT

Add the following subparagraph 1.6.1 to Paragraph 1.6

1.6.1 Contractor's Use of Instruments of Service in Electronic Form

- .1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.
- .2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without prior written consent of the Architect.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Paragraph 2.2.2: At the end of this paragraph, add the following new text:

As it relates to sanitary sewer and water utility services, the Owner shall pay any applicable capital facilities fees or front footage fees, tap fees, water meters, or other required equipment items related to services provided by the utility entity.

As the scope of this project is for renovation of and addition to the structure of an existing building, Sub-Paragraph 2.2.3 generally does not apply and is revised to read as follows:

"2.2.3 The Owner furnished to the Architect drawings for previous construction additions and remodeling work on Building V, which have been utilized by the Architect in developing the Contract Drawings, that intend to describe physical characteristics, limitations and general utility locations for the Project. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner through these Contract Drawings but shall exercise proper precautions relating to the safe performance of the Work and bring to the attention of the Architect any deviation of existing conditions from the Contract Documents.

2.2.3.1 All grades, lines, levels, and bench marks shall be established and maintained by the Contractor."

Paragraph 2.2.5, delete the text in this paragraph and replace with the following text:

2.2.5 Upon award of the Contract, the Architect will furnish to the Contractor without charge, five (5) sets of Contract Drawings, Specifications and Addenda. The Contractor may obtain additional sets of the above from the Architect, at the cost of printing and handling.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Insert the following after Paragraph 2.4:

2.5 OWNER'S RIGHT CARRY OUT MULTIPLE CONTRACTS OR ACTIVITIES

Work shown on the drawings or indicated in the Specifications as "N.I.C." (Not In Contract) or "By Owner" will be performed under separate contracts which may be operating concurrently with the work of this Contract and shall not be included in this Contract.

2.6 OWNER'S RIGHT TO OCCUPY THE COMPLETED WORK

The Owner reserves the right to use and occupy completed portions of the work prior to final acceptance. Such use and occupancy shall not constitute acceptance of any work not completed in accordance with the Contract Documents. See provisions of Sub-Paragraph 9.9."

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Clause after Subparagraph 3.2.1

3.2.1.1 Contractor shall ascertain the location of all existing utilities prior to beginning new and alteration work.

Verify locations of utility lines shown on Drawings; locate and mark each utility prior to start of construction. Any damage caused to any utility as a result of Work on this Project shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money will be paid by the Owner.

3.2.1.2 Contractor shall ascertain and verify the location of existing foundations, and other structures shown on drawings to be coordinated with, or that may be present, prior to beginning new and alteration work; locate and mark each foundation, or other structure prior to start of construction. Any damage caused to any foundation or other structure as a result of Work on this Project shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money will be paid by the Owner.

3.2.1.3 Contractor shall verify all grades, lines, levels and dimensions indicated on the drawings, and shall report all inconsistencies before commencing work in that area.

Add the following Subparagraph 3.2.5 to paragraph 3.2

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

Add the following Subparagraph 3.2.6

3.2.6 Claims for additional compensation or extensions of time because of the failure of the Contractor to field verify proposed and existing Work will not be allowed.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following after Subparagraph 3.3.1

.1 The Contractor shall review, verify, and be in agreement with any specified construction or installation procedure and installation prior to performing the Work, including manufacturers recommended and referenced standards, and shall report to the Architect at once if the specified procedure and instruction (1) does not appear to follow reasonable construction practice, (2) may invalidate any specific warranty or general Contractor's warranty, or (3) may be objectionable to the Contractor for some reason.

3.3.1.2 In conjunction with reporting an objection, the Contractor shall propose, in writing, alternative procedures to which the Contractor will agree and warrant.

3.4 LABOR AND MATERIALS

Delete Subparagraph 3.4.2 and add the following:

- 3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - .2 represents that the Contractor will provide the same warranty for the substitutions that the Contractor would for that specified.
 - .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - .4 will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following to Subparagraph 3.4.3

Should the Architect or Owner find any person(s) employed on the project to be incompetent, unfit, or otherwise objectionable for his duties, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without the written consent of the Architect and the Owner.

Add the following Subparagraph 3.4.4 to Paragraph 3.4

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

After Paragraph 3.4.4, add the following new paragraph 3.4.5:

- 3.4.5 The Owner will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of Putnam, St. Johns and Clay counties when such labor is available and qualified to do the type of work required.

3.5 WARRANTY

After paragraph 3.5, add the following new Subparagraph 3.5.1:

- 3.5.1 Specific and special warranties specified are in addition to and not in lieu of the Contractor's general warranty.

3.6 TAXES

Add the following to Paragraph 3.6

- 3.6.1 Contractor shall pay unemployment and Social Security taxes and other taxes imposed by Local, City, State, or Federal government and certify to Owner that this has been done before final payment is made to Contractor.
- 3.6.2 SJR State reserves the right to implement a sales tax savings program by selecting certain items for Direct Purchase. See Article 16.6 of these Supplementary Conditions.

3.7 PERMITS, FEES AND NOTICES

Delete Subparagraph 3.7.1 and substitute the following:

- 3.7.1 The Owner shall secure and pay for the building permit and the Contractor shall secure and pay for all other permits, governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

Add the following Clause 3.7.1.1 to Subparagraph 3.7.1

- 3.7.1.1 Contractor shall provide copies of Change Orders to the Building Official and DOE through the Owner and/or Architect.

3.9 SUPERINTENDENT

Add the following Subparagraph 3.9.4 to Paragraph 3.9

3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as coordinator for the mechanical and electrical work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and Shop Drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other work, and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following Subparagraph 3.12.11 to Paragraph 3.12

3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

3.13 USE OF SITE

Add the following Subparagraph 3.12.3 to Paragraph 3.13

3.13.2 The Contractor shall confine his equipment, storage of materials, and operations of his workmen to limits directed by the Architect. Materials shall not be brought onto the site until reasonably required for the progress of the Work. Storage space will be confined to a designated area of the site. When the site is not in a condition to receive a material shipment, the Contractor shall have materials properly stored elsewhere at no additional cost to the Owner. No payment for materials shall be made unless material is stored on site, or other arrangements made in advance such as in a bonded, environmentally controlled warehouse.

3.13.3 Material shall be arranged and maintained in an orderly manner with use of walks, drives, roads and entrances unencumbered. Store, place and handle material and equipment delivered to project site so as to preclude inclusion of foreign substances or causing discoloration. Pile neatly and completely and barricade to protect public from injury. Protect material as required to prevent damage from ground or weather. Should it be necessary to move material at any time, or move sheds or storage platforms, Contractor shall move them as and when required at no additional cost to the Owner. The Owner assumes no responsibility for stored materials in building or on site. The Contractor shall assume full responsibility for damage due to storing of materials. Repairing of areas used for the placing of sheds, offices, and storage of materials shall be done by the Contractor.

3.14 CUTTING AND PATCHING

After paragraph and the following new paragraph 3.14.3:

3.14.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged or removed due to Contractor's work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

Paragraph 4.2.3, at the end of this paragraph, add the following new text:

If on-site inspections and observations disclose defects and deficiencies, or work not being carried **out in accordance with the Contract Documents, the Architect shall request the Contractor to correct such deficiencies.** If the Contractor fails to take corrective action within a reasonable time, the Architect will notify the Owner in writing with a copy of such notice to the Contractor, calling the Owner's attention to the Contractor's failures to carry out the provisions of the Contract.

At the end of Paragraph 4.2.13, add the following new text to the end of the last sentence:

And, if and when approved by the Owner.

Add the following Clause after Subparagraph 4.2.4:

4.2.4.1 Any direct communication between the Owner and Contractor which may affect the administration or performance of the Contract shall be made or confirmed in writing, with copies to the Architect.

ARTICLE 5 SUBCONTRACTORS

5.2 THE AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

In the first sentence of Subparagraph 5.2.1 change the phrase "...as soon as practicable..." to read "...within 10 days..."

ARTICLE 6 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.2.6 Claims, disputes and other matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3, provided the separate contractor has reciprocal obligations. If such separate contractor sues the Owner on account of damages alleged to have been sustained, the Owner shall have the option of defending such proceeding or of notifying the Contractor who shall defend such proceeding and shall pay all costs in connection therewith; and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it, together with the Owner's reasonable costs, including attorney's fees and court costs.

Add the following Subparagraphs to Paragraph 6.2

6.2.7 Project meetings will be held at times designated by the Architect after conference with the Contractor. Contractor and designated Subcontractors must attend these meetings. If the principal of the firm does not attend meetings, the individual representing the firm must be a responsible representative of the company who can bind the company to a decision at the meeting.

6.2.8 Contractor or Contractor's representative shall, on a monthly basis, at a minimum, prepare and present an oral and written report to the Board of Trustees at one of its regularly scheduled meetings. The written report shall be provided to the Board's Secretary ten (10) days in advance of the meeting at which the oral report will be made. The Board may, at its discretion, from time to time, modify this schedule to decrease the frequency of these reports or to modify the form or content of the reports. Such report shall include, as a minimum, a progress report, problem areas, if any, conditions and requests for change orders, and other information as may be requested from time to time by the Owner.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

Add the following to Paragraph 7.1.3

"The cost of all changes in the Work shall be substantiated by complete itemized statements showing quantities and unit prices for all material, labor (including all fringe benefits), equipment and other items of cost. Cost of labor (including applicable fringe benefits) and materials shall be actual costs to the Contractor. The Contractor shall submit receipts or other evidences, as the Architect may direct, showing his actual costs and his rights to the payment claims."

Add the following Paragraph 7.1.4 and Clauses to Paragraph 7.1

- 7.1.4 In the maximum percentage of profit and overhead which may be added to actual costs of changes in the Work shall be as follows:
- .1 For Work done by his own organization, the Contractor may add ten percent (10%) of his actual costs.
 - .2 For Work done by Subcontractors, the respective Subcontractor may add ten percent (10%) of their costs and the Contractor and add ten percent (10%) of the above Subcontractor's total
 - .3 Overhead shall include the following: Supervision, wages or time-keepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost".
 - .4 Request for Authorizations for changes in the Work shall be made in writing to the Architect and the Owner, and no claim for the revision of the Contract Sum shall be valid unless so authorized.

7.3 CONSTRUCTION CHANGE DIRECTIVES

Paragraph 7.3.7 Delete the first sentence and replace with the following new first sentence:

"If the Contractor does not respond promptly, i.e. within 14 calendar days, or disagrees with the method for adjustment in the Contract Sum, the method and adjustment shall be determined by the Architect 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 allowance for overhead and profit in accordance with the Contract Specifications. Should the response take longer than 14 calendar days, a written explanation of why more time is required must be submitted to the architect."

Paragraph 7.3.7, at the end of this paragraph add the following text

Cost shall not include any of the following:

- .6 Salaries or other compensation of the Contractor's personnel at the Contractor's office unless direct additional expenses have been incurred exclusively because of the change;
- .7 Expenses of the Contractor's offices, including the field office;
- .8 Any part of the Contractor's capital expenses, including interest on the Contractor's capital;
- .9 Costs due to the negligence of the Contractor, or any Subcontractor
- .10 Overhead, general expense, and the cost of any item not specifically or reasonably inferable as included in the items described in 7.3.6.1 through 7.3.6.5

ARTICLE 8 TIME

Add the following Subparagraphs to Paragraph 8.2

- 8.2.4 The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts and overtime operations, as may be necessary to ensure prosecution of the work in accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, he shall take such steps as may be necessary or as may be directed by the Architect to improve his progress by increasing the number of shifts, overtime operations, days of work, and the amount of construction plant, as may be required, at no additional cost to the Owner.
- 8.2.5 Failure of the Contractor to comply with the requirements under this provision shall be grounds for determination that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified and such failure constitutes a substantial violation of the conditions of the Agreement.
- 8.2.6 Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separate part thereof, in accordance with Paragraph 14.2.
- 8.2.7 Failure to complete the project within the time fixed in the Agreement will result in substantial injury to the Owner, and damages arising from such failure cannot be calculated with any degree of certainty; therefore, if the project is not substantially completed within the time fixed in the Agreement, or within such further time, if any, as shall be allowed for substantial completion, the Contractor shall pay to the Owner liquidated damages for such delay for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished in accordance with the following:

SCHEDULE OF LIQUIDATED DAMAGES:

One Thousand Dollars (\$1,000.00) per calendar day.

- 8.2.8 Provision for assessment of liquidated damages for delay in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amounts set out in the Agreement.
- 8.2.9 The Owner may deduct from the balance retained by the Owner under the provisions of Paragraph 9.4.3 any liquidated damages which may have occurred of such portion thereof as the said balance will cover.

ARTICLE 9 PAYMENTS AND COMPLETION

Add the following after Subparagraph 9.1.1

- 9.1.2 In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for the Contractor's promises are:
- 9.1.2.1 One dollar (\$1.00) in hand paid by the Owner, the Architect and the Architect's employees to the Contractor, receipt whereof is hereby acknowledged and adequacy of which the Contractor accepts as completely fulfilling the obligations of the Owner, the Architect and the Architect's employees under the requirements of Section 725.06, Florida Statutes, and;
- 9.1.1.2 The entry of the Owner and the Contractor into the construction contract because, but not for the Contractor's promises as contained in the Contract Documents, the Owner would not have entered into the construction contract with the Contractor.

9.3 APPLICATION FOR PAYMENT

In Subparagraph 9.3.1, change the first sentence to read

"9.3.1 Prior to the date established for each progress payment established to coordinate with Purchasing calendar, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work; it is also recommended that a Draft be submitted in advance for review and input by the architect and applicable engineer for portion of work completed. "

Add the following Clause to Subparagraph 9.3.1:

9.3.1.3 Until Substantial Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments

In Subparagraph 9.3.3, change the first sentence to read:

"The Contractor warrants that title to all work and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon receipt of payment by the Contractor."

In the second sentence of Subparagraph 9.3.3, delete the words, "to the best of the Contractor's knowledge and belief."

Title to all Work passing to the Owner does not trigger the start of any Warranties, and does not release the Contractor from protection of same, or does not release the Contractor of corrective actions or Work that may be identified during the course of the Work.

9.4 CERTIFICATES FOR PAYMENT

Add the following to Subparagraph 9.4

- 9.4.3 Ten percent (10%) of each payment will be retained until the Contract, including Change Orders, is substantially complete. Payments of the amounts retained will be due ten (10) days after final acceptance by the Owner and issuance of certificates by the State as described in Paragraph 9.10.1

9.6 PROGRESS PAYMENTS

In the first line of Subparagraph 9.6.3, change the words "The Architect will, upon request..." to read, "The Architect may, on request and at his discretion..."

9.8 SUBSTANTIAL COMPLETION

Add the following Clause 9.8.3.1 to Subparagraph 9.8.3

9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work, or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections

9.8.5 Delete the second sentence and substitute the following:

"Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims."

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following Clauses to Subparagraph 9.10.1:

- .1 The Architect will file with the St. Johns River State College Building Official a Request for Final Inspection. Prior to final payment, a Certificate of Final Inspection from the DOE is required in conjunction with the following actions by the Architect.
- .2 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work, or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

Add the following Subparagraph to Paragraph 9.10

- 9.10.6 Final payment shall be made to the Contractor as provided by the Agreement between the Owner and Contractor. Application for final payment shall be in the same form as application for progress payments as described in Paragraph 9.3.1 and shall be accompanied by the following additional items:
- .1 Completed and notarized waivers and releases of lien in a form acceptable to the Architect and Owner (refer to attached Waiver of Lien Certificate).
 - .2 Certificates of Inspection and Occupancy as required by law
 - .3 Such other data and substantiating information as may be required elsewhere in these Contract Documents including, but not limited to, all required guarantees, warranties, operating and maintenance manuals, As-Built drawings, or as may be required by the Owner or Architect and as described in DIVISION 1, CLOSEOUT PROCEDURE

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

Add the following after Article 10.4:

10.5 FLORIDA TRENCH SAFETY ACT

10.5.1 The Occupational Safety and Health Administration excavation safety standards, 29CFR 1926.650 Subpart B trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards

ARTICLE 11 INSURANCE AND BONDS

Article 11 of the AIA General Conditions as written is deleted in its entirety and is superseded as follows:

11.1 Definitions:

11.1.1 Contractor: As used in this Article 11, is the Contractor and any and all of his Subcontractors, employees, agents and representatives

11.2 Builder’s Risk Insurance: Contractor shall purchase, maintain, and pay for the costs of Builder’s Risk Insurance (fire, extended coverage, vandalism, theft, and malicious mischief) on all construction materials and the buildings or structures in the course of construction. Said Builder’s Risk insurance shall insure to the benefit of Owner and Owner’s interests. Contractor shall be responsible for the loss of, or damage to, any and all of the Contractor’s personal property; such as tools, equipment, mobile office, etc.

11.2.1 Extended Coverage: The usual form currently available and covering perils of windstorm, hail, explosive, riot and civil commotion, damage from aircraft and vehicles and smoke damage

11.3 Liability Insurance: The Contractor will purchase and maintain during the entire time of this Agreement comprehensive general liability and comprehensive automobile liability insurance as shall protect him for property damages which may arise from operations under this Agreement whether such operations be by himself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:

11.3.1 Comprehensive General Liability including Personal Injury, Products Completed, Operations Coverage, Independent Contractor’s Protective, and Contractual Liability

Bodily Injury and Property Damage:

| | |
|-------------|-----------------------------------|
| \$1,000,000 | Each Occurrence |
| \$5,000 | Medical Payments (Any one person) |
| \$1,000,000 | Personal and Adv. Injury |
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products – Comp/OP Aggregate |

General Aggregate Limit applies per Product; Products – Comp/OP Aggregate applies per Project; Waiver of Subrogation in favor of Owner

Products and Completed Operations to be maintained for one (1) year after final payment

Property Damage Liability Insurance will provide X, C and U coverage when such contracts are affected. Owner shall be named as additional insured on all liability insurance.

11.3.2 Comprehensive Automobile Liability:

| | |
|-------------------------------------|------------------|
| Combined Single Limit Each Accident | \$1,000,000 -or- |
| Bodily Injury per Person | \$1,000,000 |
| Bodily Injury per Accident | \$2,000,000 |
| Property Damage per Accident | \$1,000,000 |

Owner shall be named additional insured; Waiver of Subrogation in favor of Owner

11.3 Worker’s Compensation Insurance: Contractor shall take out and maintain, during the life of this Agreement, Worker’s Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all of his employees connected with the work of this project and further, the Contractor shall require his Subcontractors similarly to provide Worker’s Compensation Insurance. In case any class of employee engaged in hazardous work under this Contract at the site of the project is not protected under the Worker’s Compensation Statute, the Contractor shall provide adequate insurance satisfactory to the Owner for the protection of his employees not otherwise protected

Required Limits:

1. Worker’s Compensation – Statutory Benefits
2. Employer’s Liability

\$1,000,000 each employee Bodily Injury by Accident

\$1,000,000 each employee
\$1,000,000 policy limit

Bodily Injury by Disease
Bodily Injury by Disease

Waiver of Subrogation in favor of Owner

- 11.4 Anything in the Contract Documents to the contrary notwithstanding and in addition to the insurance required to be maintained by the Contractor as hereinabove set forth, Contractor agrees to indemnify, hold harmless and defend Owner and Architect against any and all claims, loss, damage to or destruction of property including, without limitation, property and employees of Owner, occurring wholly or in part, as the result of work done or omitted to be done by, or contracted to be done but not done by, Contractor or his Subcontractors or the employees or agents or invites either arising from injury to or death of persons or damage to or destruction of property due or claimed to be due, in whole or in part, to any negligence or fault of Owner or its employees, agents, or invites, except claims, loss, damage, costs or expense resulting from risks as are hereinabove required to be insured by Owner.
- 11.5 Contractor shall submit to Owner before commencement of work, evidence of the above required insurance, which shall contain certification by the insurance companies that such insurance shall not be cancelled or materially changes until at least ten (10) days prior to written notification being given to the Owner. The Form of Certificate shall be the standard "Accord" form, Certificate of Insurance. The Contractor shall furnish the Owner copies of any endorsements that are subsequently issued amending coverage or limits
- 11.6 Anything in Paragraphs 4.18.1, 4.18.2, and 4.18.3 of the General Conditions to the contrary of the indemnification obligations hereby set forth shall not be applicable as between the Owner and Contractor, and any and all references to Owner therein deleted

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

Delete Paragraph 12.2.2 in its entirety and add the following:

- 12.2.2 If, after the approval of final payments and prior to expiration of one (1) year thereafter, or such longer period of time as may be prescribed by law or the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, it shall be repaired by the Contractor. In case of an emergency, brought about by defective work of the Contractor, the Owner may proceed immediately to make the necessary and charge the cost of same to the Contractor without giving any notice to the Contractor.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.6 INTEREST

Delete Paragraph 13.6.1

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER

Delete Paragraph 14.2.1 in its entirety and add the following:

- 14.2.1 If the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or if the Contractor:
1. Fails to correct, replace and/or re-execute faulty or defective work and/or materials furnished under this Agreement; or
 2. Fails to complete or diligently proceed with the Work required by this Agreement, within the time constraints of the construction schedule maintained by the Architect; or
 3. Fails to correct or repair any damage to Work caused by him or his failure to protect his Work or the Work of others; or

4. Fails to provide safe and sufficient facilities, orderly premises and the cleanup of the Work required under this Agreement; or
5. Is unable to proceed with the Work because of any action by one or more employees of the Trade Contractor or by a person or labor organization supporting or attempting to represent any employees of the Trade Contractor; or otherwise is guilty of a substantial violation of the provision of the Contract Documents, and fails within 72 hours after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other remedy the Owner may have, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Owner deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

ARTICLE 15 CLAIMS AND DISPUTES

Add the following to Paragraph 15.1.4

Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of material at the trade discount cost, including sales tax and cost of delivery; cost of labor, including Social Security, unemployment insurance, and fringe benefits required by agreement or custom; Worker's Compensation Insurance, bond premium not to exceed one percent (1%); rental value of equipment and machinery at trade discount cost plus sales tax and the additional cost of supervision directly attributable to the change only if the change (or total time extension of all changes) results in an extension of the contract time for more than thirty (30) days. The bond premium of all credit amounts shall be added to the total credit allowed the Owner. No bond cost shall be allowed for a Subcontractor's bond cost.

Add the following Clauses to Subparagraph 15.1.5

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

15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent delays due to the fault of the Contractor.

ARTICLE 16 - ADDITIONAL CONDITIONS (ADDED ARTICLE)

16.1 MINIMUM WAGE (NOT REQUIRED)

16.2 APPRENTICES AND TRAINEES

16.2.1 The Contractor shall conform to all requirements of Section 466.101 of the Florida Statutes with respect to apprentice and trainee employment

16.3 EQUAL OPPORTUNITY

16.3.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following:

16.3.2 Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination in accordance with local, state and federal guidelines.

16.4 PREFERENCE TO HOME INDUSTRIES

16.4.1 The Contractor agrees that, pursuant to Section §255.04, Florida Statutes, preferences will be given in the purchase of material and in the letting of contracts for the construction of this project to the residents of the State whenever such material can be purchased or services can be employed at no greater expense than that which could be obtained if such purchase was made or contract let to a person or firm doing business beyond the limits of the State, provided that quality of materials, qualifications, character, responsibility and fitness be equal.

16.5 CODE REQUIREMENTS

16.5.1 All work under this Contract shall be completed in accordance with the Florida Building Code, 2017, 6th Edition, and any/all subsequent addenda, as well as all local, County, State, and Federal laws, codes or requirements.

WAIVER OF LIEN AND CERTIFICATION

St. Johns River State College
Palatka, Florida

KNOW ALL MEN BY THESE PRESENTS, that _____

For and in consideration of _____ Dollars, and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the following described property:

DATED this _____ day of _____, 20____.

at _____.

BY: _____

TITLE: _____

Sworn to and Subscribed to me this _____ day of _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

(Date)

NOTARY SEAL

END OF SECTION

PART I – GENERAL**1.01 WORK COVERED BY CONTRACT DOCUMENTS & SEQUENCE OF PRIORITIES**

BASE BID: The Base Bid shall be a lump sum price for the entire project as required by the contract documents, but not including work indicated or specified to be provided under any of the Alternates described in Section 01 23 00. All work not specifically included in the alternates below shall be included in the Base Bid.

- A. Fronting College Drive main entrance, the Project simply described is a street frontage Addition to Existing Building V / Viking Center. The Work includes construction of the New 5735nsf Addition, minimal Remodel/ Renovation of Existing 6880nsf Building V, and Bid Alternates if able to award.
- B. Construction of New Addition: This new Addition for Bookstore, Student Activity Community Room/Flex Spaces, Central Receiving is as shown on Contract Documents and generally includes but is not limited to:
 - 1. Site and building prep/demolition (earthwork, misc utilities, and demolition of existing concrete slab/paver areas, portion of dormer entry, trees and landscape, and associated hauling, dumping); minor patching of existing walls where items removed. Relocated potable water.
 - 2. Addition/New construction: structural system of steel beams, joists, deck, etc. supported on architectural CMU (interior face exposed stucco exterior) and interior column; concrete slab; barrel-tile on sloped roof over main floor area; modified bitumen on low roof section including interior connecting link corridor and over truck dock; stud gyp bd walls; storefront wall and entry systems, wood doors, and steel doors, and hardware incl access control; cabinetry; HVAC equipment installation (Owner furnished) and associated duct work; Electrical equipment, security, FA, and Lighting systems.
- C. Renovation: 6880nsf Exist Building V Minor Renovation for Activity Center, increased size of Community Room, new Café Storage, increased Accessible stalls in existing Restrooms, and misc associated spaces. Generally, this includes but is not limited to:
 - 1. Demolition of existing carpet; minor demo in existing Restrooms for new Accessible stall, and misc assoc repair.
 - 2. Construction of new gyp bd stud walls; some removal of exterior storefront and entry systems; LVT flooring in previous Community Rm and Lounge; existing Restrooms minor renov for Accessible stall at Mens and Womens.
- D. ALTERNATES: The alternates listed in Section 01 23 00 affect the scope of the work of this project. Bidder shall include a separate price for each alternate in the Proposal; failure to do so may be sufficient cause to reject the Proposal.

1.02 CONTRACTOR RESPONSIBILITY

- A. Coordination of Work
 - 1. The General Contractor and Subcontractors shall review the drawings other specification sections and ascertain requirements in other sections applicable to their work. Each shall be held responsible for coordination

and inclusion of the work indicated as if it were in the particular subcontractor's section. The Architect shall be advised of any discrepancies or conflicts within 24 hours of discovery.

2. All subcontractors, suppliers, etc. shall be responsible for knowing what information is given on all sheets of the drawings and specifications concerning his particular work. The failure of the Contractor to provide this notice shall result in a waiver of any claim for any such conflict or discrepancy not timely communicated.

B. All Drawings and all other Sections of the Specifications for requirements applies to this Section.

C. Contract Forms and Requirements

1. The requirement of Division 1 applies to all Divisions and Sections of the Project Manual as if reproduced therein.
2. Forms, requirements and documents included under Division 1 of this Project Manual together with the Table of Contents are a part of the Contract Documents.
3. Drawing sheets as identified on Index to Drawings are a part of the Contract Document.
4. Documents, affidavits, and printed forms included in the Contract Documents are required by the Owner.

1.03 CHANGES

- A. No special implication, interpretation, construction, connotation, denotation, import or meaning shall be assigned to any provision of the Contract Documents because of changes created by the issuance of any (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order, other than the precise meaning that the Contract Documents would have had if the provision thus created had read originally as it reads subsequently to the (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission or (6) change order by which it was created.

End of Section

**SECTION 01 14 00
GENERAL AND SPECIAL REQUIREMENTS**

PART 1 – GENERAL

1.01 PURPOSE: This specification section provides information regarding the following:

- A. Day-to-day coordination of the work effort in order to minimize the disruption of College schedule, Educational Environment, and utilities and security.
- B. Special Provisions such as Toxic Substance, Smoking, Appropriate Attire, Fraternalization with staff and students

1.02 DAILY, ONGOING COORDINATION

- A. The Contractor shall endeavor to maintain an ongoing daily coordination of his work effort with the SJR State Facilities Department staff. The Contractor shall adjust his construction effort and work hours to minimize disruption to the normal operation of the College.
- B. The Contractor shall maintain a log in the field office to record visits by the Architect, his consultants, Owner's representatives and inspectors and all visitors. This log shall become the official record of all job visits and shall show: date, time of arrival and departure, name and who represented.
- C. The Contractor shall make available for site review, or submit a copy of this log with each application for Partial Payment indicating project name and period covered by the log.

1.03 CONTRACTOR'S WORKING HOURS

- A. The Contractor shall coordinate his planned working hours with the SJR State Facilities Department in advance. Circumstances which alter these plans will require further coordination and approval by the Facilities Department.
- B. Unless otherwise approved by the College, no work shall be performed at any time unless a College custodian or other person assigned by the College Facilities Department is on duty.
 - 1. Normal hours are 7:30 a.m. to 10:00 p.m. Monday through Friday.
 - 2. These hours are maintained during the regular College term. However, holidays are not always the same as those of the faculty and students.
- C. Regular Term College Day and Terms:
7:00 a.m. - 8:00 p.m.
Terms: Regular: fall, winter, spring, summer sessions.

1.04 CONSTRUCTION NOISE/INTERFERENCE

- A. Construction noise or the normal results of construction operations will not be allowed to interfere with the normal operations of the College.
- B. Contractor shall plan his operations accordingly if noise or dust may cause his operations to be delayed or performed before or after normal College hours.

1.05 FUNCTIONS AFTER THE COLLEGE DAY

- A. College facilities may be utilized after the College day for Scheduled College activities, Sporting events, Community-related events such as Voting.
- B. The Contractor shall coordinate with the Facilities Department to avoid interfering with after-hour College functions.
- C. The Contractor will receive cooperation and understanding from the Facilities Department with regard to maintaining a Construction Schedule.

1.06 WEEKEND AND HOLIDAY WORK

- A. The Contractor shall obtain the permission of the College prior to scheduling work on weekends or holidays. The Contractor shall not perform construction work without the aforementioned permission. Permission shall be obtained for each individual occasion prior to work being performed.
- B. If applicable, to gain access to the work and provide security, an assigned College person on duty (Duty Custodian) shall be arranged for with the Facilities Department at least forty-eight (48) hours in advance. Locking the College shall be the responsibility of the assigned person on duty.
- C. If the above applicable, the Contractor shall reimburse the Owner for those cost incurred by the Owner in providing an assigned College person on duty (Duty Custodian). The Contractor shall arrange for a person on duty (Duty Custodian) two working days prior to the weekend or holiday required. The College Facilities Department schedules weekend or holiday persons on duty. The Contractor shall not expect the assigned person on duty (Duty Custodian) to perform any construction work whatsoever or clean or remove debris from the construction operations. When work is complete at the end of the day, the Contractor shall leave the College in such a manner that it can be secured by the assigned College person.
- D. The Contractor shall clean any debris, trash and dust caused by his operation during such periods of work so as to leave the occupied portions of the building and adjacent sidewalk/College occupied site areas in a clean, safe, healthful environment for the next College day.

1.07 SECURING SITE AT THE END OF EACH DAY'S OPERATIONS

- A. The Contractor shall secure all gates and other openings in the campus perimeter fence.
- B. If after hours building security cannot be attained by standard construction methods, the Contractor shall post a bonded and licensed security guard.
- C. The utilization of a guard shall be approved by the Owner prior to use.

1.08 CONTRACTOR'S SUPERINTENDENT

- A. The Contractor's Superintendent shall be present at the job site while all work is taking place.
- B. The Superintendent shall remain on a particular job site until the work is completed or consent is granted by the Owner for his early removal.

1.09 SITE COMMENCEMENT/SCHEDULING COORDINATION

- A. The Contractor shall keep the Owner informed of his plans to begin work on any

particular area of the existing Building V.

- B. The Contractor shall keep the Owner informed of any delays and/or changes in the work schedule.

1.10 OPERATING UTILITIES

- A. During normal working hours and/or after-hour College activities, the College shall not be without operating utility services as a result of Contractor's operations.
- B. The Contractor shall notify and coordinate with College Facilities regarding any anticipated interruption of utilities.
- C. Work effort shall be planned and coordinated with the Facilities Department to preclude an untimely interruption of utility services..

1.11 CONTRACTOR'S CLEAN-UP

- A. The Contractor shall remove debris, trash and dust caused by daily operation to leave occupied building spaces in a clean, safe and healthful condition, ready for an educational environment the next day.

1.12 PAYMENT FOR STORED MATERIAL

- A. See AIA A201 General Conditions, 9.3.2 regarding Stored Materials.
- B. Material stored, but not incorporated in the work, and for which Contractor desires payment prior to incorporation must be stored to protect Owner's interest.
- C. Storage shall be at the site and fully insured or in an approved warehouse with evidence of insurance and consent of surety provided. Method of storage, location and proof that owner's interest is protected is required a time of submitting application for payment.

1.13 SPECIAL PROVISIONS

- A. Toxic Substances: In accordance with Chapter 87-202, Laws of Florida (CS/HB 8020), all toxic substances on the Florida substance list that are used in the repair, construction or maintenance of educational facilities are subject to certain provisions. The Contractor shall notify the Owner in writing five (5) working days prior to the intended use of the substance. The notification shall contain Name of substance, and where/when substance is to be used.
- C. Smoking: Smoking is prohibited on college property including all buildings and grounds except where specifically designated.
- D. Attire: Proper attire shall be worn at all times while on college property: Properly fitting pants or shorts and shirts shall be worn . Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited. Proper shoes to insure the individual's safety shall be worn.
- E. No Radios allowed on construction site except as approved by the College.
- E. Fraternalization: Contractor staff shall not fraternize with college staff or students.

End of Section

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PART 1 - GENERAL**1.01 SCOPE**

- A. The alternates listed below affect the scope of the work of this project.
- B. Bidder shall include a separate price for each alternate in the Proposal.
- C. Failure to do so may be sufficient cause to reject the Proposal.

1.02 BASE BID

- A. The Base Bid shall be a lump sum price for the entire project as required by the contract documents, but not including work indicated or specified to be provided under any of the Alternates described below. All work not specifically included in the alternates below shall be included in the Base Bid. See Section 01 11 00 for Summary of Work

1.03 ADDITIVE BID ALTERNATE 1

- A. This alternate shall be a lump sum price to be added to the Base Bid to provide all work indicated in the contract documents as Bid Alternate 1, which generally includes New Flooring and Painting through most of the Existing Building V as shown primarily on drawing A104, and associated flooring demo.
- B. New Flooring in Existing Building: Provide new Flooring and in accordance with drawing A104 and Technical Specifications 09 65 20;
 - a. Provide includes properly preparing subfloor that is smooth, flat and free of defects per the manufacturer's instructions, including removal of existing Vinyl tile floor and concrete preparation;
 - b. New Flooring is predominantly LVT with Carpet in three Offices; LVT may be installed over existing flooring material should manufacturer's instructions allow same, otherwise the existing vinyl tile flooring shall be removed and existing concrete subfloor prepared in accordance with the manufacturer's published instructions. Layout designed so that joints can align with existing concrete slab control joints to minimize concerns of telegraphing.
 - c. New Resilient Base: Provide new Resilient Base including removal of existing base, properly preparing backing that is smooth, flat and free of defects per the manufacturer's instructions, and installation of new Resilient Base.
- C. Flooring Not included:
 - a. Flooring in the Addition is included in Base Bid and not included in Bid Alt 1;
 - b. Also not included in Bid Alt 1 is the Flooring in the Existing Building provided per the Base Bid (see A103), such as existing Community Room and existing Lounge adjacent to the existing Café (both areas include removal of existing carpet and base, prep floor & wall, and providing new LVT and Base);
 - c. Small amount of Resilient Flooring & Base included in the Base Bid where existing walls demolished and associated floor repaired, &/or new walls added, are in the Base Bid therefore not included in Bid Alt 1.
 - d. Small amount of Ceramic Tile Flooring & Base included in the Base Bid for the Existing Building toilet room extension therefore not included in Bid Alt 1.
- D. New Painting in Existing Building: Provide new Painting in accordance with specifications, on all interior Existing Building painted walls per Drawing A601.

- a. Painting includes proper preparation of walls per specifications and paint manufacturer's published instructions; preparation includes removal of existing wall covering and associated wall prep; existing wall covering to be removed is located within the existing Student Activity Center (including columns), existing Community Room, and existing Lounge; wall covering at the back wall of Café is to remain.
- E. Painting Not included:
 - a. Painting in Addition is included in the Base Bid therefore not included in Bid Alt 1; likewise, Painting within the Addition but on the Existing Building previously exterior Walls is in the Base Bid;
 - b. Not included in Bid Alt 1 is the small amount of Painting included in the Base Bid for the Existing Building required where existing walls demolished and associated walls or ceiling repaired, &/or new walls added, in the Base Bid;
 - c. Small amount of painting for new wall and ceiling included in the Base Bid for the Existing Building toilet room extension therefore not included in Bid Alt 1.

1.04 ADDITIVE BID ALTERNATE 2

- A. This alternate shall be a lump sum price to be added to the Base Bid and the Bid Alternate 1, to provide all work indicated in the contract documents as Bid Alternate 2, which generally includes alterations to the existing acoustical ceiling panel and grid system as shown or referenced on drawing A106. See A105 for Base Bid ceiling area work in the Addition and very minimal Work in the Existing Building V.
- B. The intent of this Alternate 2 is to provide a new, minimalist character to the existing building, and reflective of the Base Bid Addition open ceiling. This Bid Alternate 2 also facilitates misc Electrical & Mechanical as indicated below.
 - a. As shown on drawing A106 within hatched demarcation area, remove the existing suspended acoustical ceiling panels (not grid system).
 - b. Salvage removed panels for reuse unless stained, & turn-over to collage.
 - c. Area above the grid: paint exposed structure, ducts, equipment, pipe, conduit, etc., visible from standing position from within 6' horizontally of demarcation.
 - d. All light fixtures to remain, & be protected during above the grid painting process.
 - e. Where applicable, suspend from structure above, existing: signs, cameras, smoke detectors, & other devices; all to be protected during above the grid painting process.
 - f. Diffuser and return air grilles are to remain, and be protected during above the grid painting process.
 - g. Various electrical Work is a part of Bid Alternate 2 as shown on Electrical drawings as being Bid Alt 2.
 - h. Various HVAC Work is a part of Bid Alternate 2, as shown on Mechanical drawings as being Bid Alt 2.
- C. Ceiling Work not included:
 - a. All Work associated with the Addition: ceiling including exposed structure is included in Base Bid and therefore not included in Bid Alt 2;
 - b. Also not included in Bid Alt 2 is the minimal work in the Existing Building provided per the Base Bid (see A105), such as areas impacted by the few walls removed or added such as in the existing Community Room and existing Lounge adjacent to the existing Café, and existing Restrooms at the extended toilet stall area.

1.05 ADDITIVE BID ALTERNATE 3

- A. This alternate shall be a lump sum price to be added to the Base Bid and the Bid Alternates 1 and 2, to provide all work indicated in the contract documents as Bid Alternate 3, which includes:
 - a. As shown and detailed on drawing A501, the see-thru Display Cabinet attached to the existing storefront (east side of the entrance to the current Bookstore / relocated Community Room);
 - b. As shown and detailed on drawing A501, the counter attached to the existing storefront (west side of the entrance to the current Bookstore / relocated Community Room);
 - c. As called-out on drawing A501 and detailed on drawing A602, the existing column accents on three columns within the existing activity center area.
- B. Millwork not included in Bid Alternate 3:
 - a. All Work associated with the relocation of the Bookstore equipment and furnishings, including new counter for the Service area to replace existing.

End of Section

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**SECTION 01 25 13
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General: Materials, equipment, methods of construction, processes or products, not specifically indicated, may be acceptable to the Owner and the Architect, but shall be approved in writing by the Architect.

1.2 REQUESTS FOR SUBSTITUTION

- A. Procedure:
 - 1. After the Notice to Proceed has been issued, the Architect shall consider written requests for substitutions of materials, equipment, methods of construction, processes, products, or other items.
 - 2. Contractor shall submit requests sufficiently in advance to avoid delay of the Work and shall process requests for material substitutions in a timely manner.
 - 3. Contractor shall submit three (3) copies of the request for substitution which shall include the following:
 - a. Complete data substantiating compliance of the proposed substitute with the Drawings and Specification.
 - b. Proposed product substitution information including:
 - 1) Product identification; include manufacturer's name.
 - 2) Manufacturer's literature, including but not limited to product description, marked to indicate specific model, type, size, and options to be considered; performance and test data; reference standards; difference in power demand; and dimensional differences for specified unit.
 - 3) Names and addresses of similar projects in which product was used, including date of installation and field performance data.
 - 4) Where substitutions include modifications to other elements of the Work, Contractor shall provide revised design drawings stamped by a Professional Engineer for Architect review.
 - c. Proposed methods of construction substitution information including:
 - 1) Detailed description of proposed method. 2) Drawings illustrating method.
 - d. Itemized comparison of proposed substitution with product or method specified.
 - e. Data relating to changes in construction schedule.
 - f. Relation to separate contracts.
 - g. Accurate cost data on proposed substitution in comparison with product or method specified.
 - 4. In making a request for substitution, or in using an approved substitute item, Contractor represents:
 - a. Contractor has personally investigated proposed product or method, and has determined that it is equal or superior in all respects to that specified and that it shall perform the function for which it is intended.
 - b. Contractor shall provide the same guarantee for the substitute item as for the product or method specified.
 - c. Contractor shall coordinate installation of the approved substitution into the Work, to include building modifications if necessary, making such changes as may be required for the Work to be complete in all aspects.
 - d. Contractor waives all claims for additional costs related to the substitution which subsequently become apparent.

1.3 CONTRACTOR'S OPTION

- A. For products specified only by reference standards, Contractor may select any product meeting standards by any manufacturer and indicate the selected type in the submission.
- B. For products specified by naming several products or manufacturers, Contractor may select any product and manufacturer named and indicate the selected type in the submission.

- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equivalent" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.

1.4 ARCHITECT'S APPROVAL

- A. Substitutions and/or options will not be considered if they are indicated or implied on Shop Drawings or project data submittals without a formal request submitted in accordance with this section.
- B. Architect and/or Engineer shall indicate approval or disapproval of the requested substitution(s) either by separate letter or by endorsement on Contractor's letter of request.
- C. Any additional cost incurred by an approved substitution (including Architectural and/or Engineering costs of redesign) will be at Contractor's expense.
- D. Contractor shall obtain Architect's written approval of substitutions prior to ordering materials, equipment, or products for the Work. Should Contractor order such materials, equipment, or products before Architect approves of same, and if they are disapproved by the Architect, all return, reordering and repurchasing costs will be at Contractor's expense.
- E. Architect, with timely notice being given by Contractor, shall inspect all substituted materials, equipment or products for conformance with substitution approvals, prior to installation.
- F. Architect reserves the right to require substitute items to comply in color and pattern with specified items, if necessary to secure "design intent".

1.5 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES

- A. It shall be the burden and responsibility of Contractor to determine, before bidding, the existence of any patents, trademarks, or copyrights which are in any way infringed upon by the Drawings and Specifications.
- B. Contractor shall include, or be considered as having included in the price or prices in the bid, which becomes a part of the Contract, a sufficient sum to cover all fees, royalties and claims for any material, patent rights, machine, appliance, copyright, trademark, or any arrangement that may be used upon or in any manner connected with or appurtenant to the Work.
- C. If Contractor is required or desires to use any design, device, material, or process covered by letters, patents, copyrights, or trademarks, Contractor shall provide for such use by suitable written agreement with the patentee or patent owner, copyright owner, or trademark owner, which agreement shall provide that there will be no future or continuing royalties or payments by Contractor or by Owner. Contractor and the surety shall, at all times, defend, save harmless, and indemnify Owner, local government, Architect, and each of their officers, agents, and employees from and against all such fees, royalties, and claims or suits in connection therewith by reason of any infringement or alleged infringement of such patent rights, copyrights, or trademark rights.
- D. Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner, local government and Architect harmless from loss on account thereof, except that Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However if Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless Contractor promptly gives such information to Architect or Owner.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

**SECTION 01 29 00
APPLICATION AND CERTIFICATION FOR PAYMENT**

PART 1 – GENERAL

1.1 REQUIREMENTS

- A. Applications for Partial Payment and Final Payment shall comply with the requirements of this Section as well as detailed criteria of Section 01 33 01 Submittals Supplementary Procedures, both in accordance with the requirements of Article 9 of AIA A201 General Conditions. (See also Section 01 77 00 "Closeout Procedures" for Final Payment requirements).

1.2 DESCRIPTION

- A. At least ten (10) days prior to the first Application for Payment, the Contractor shall submit to the Architect, a Schedule of Values allocated to various portions of the Work, prepared in such a form and supported by such data to substantiate its accuracy as the Architect may require. The Schedule of Contract Values will reflect the estimated cost of each subdivision of the Work of each Specification Section. The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. This schedule shall be used as a basis for reviewing the Contractor's Application for Payment. Quantities should be shown as cubic yards, square feet, linear feet, etc. Lump sums should only be used in a few cases. A separate Schedule of Values shall be required for each phase of the Work. A total for all phases shall equal the Contract Sum.
- B. The approved form of Schedule of Contract Values/ Schedule of Values will accompany and support each of the Contractor's Certificate of Partial Payment and shall indicate the value of suitably stored materials as well as labor performed and materials incorporated into the Work for each subdivision of the schedule during the period for which the request is prepared.
- C. During progress of the Work, the Contractor shall modify the Schedule of Values as approved by the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.

1.3 SUBMITTALS

- A. Application for Partial Payment:
 - 1. The Contractor is to make formal submittal of request for payment on Application and Certification for Payment, **AIA Document G702**.
 - 2. Contractor is to submit five notarized copies of the Application and Certification for Payment to the Architect.
 - 3. The Architect will review, approve and sign/certify all five copies of the Application and Certification for Payment. The Architect will certify a payment of ninety percent (90%) of the value of the work and materials suitably stored as noted above, according to his best judgment. The remaining ten percent (10%) shall be retained until job completion and acceptance by the Owner.
 - 4. Architect will distribute Application and Certification for Payment as follows:
 - a. One (1) to the Architect
 - b. One (1) to the Contractor
 - c. Three (3) to the College
 - 5. Each Application and Certification for Payment shall have attached to it one (1) copy of the Schedule of Values. The Schedule of Values form shall be **AIA Document G703**.
 - 6. Payment to the Contractor shall be made as soon as possible after Certificate of Payment is approved and submitted by the Architect, within the Owner's normal administrative procedures, but not more than thirty (30) consecutive days from such approval/submittal.
- B. Application for Final Payment:
 - 1. In addition to all of the requirements for partial payment, perform all Work described in Section 01 77 00, "Contract Closeout".

END OF SECTION

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**SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION**

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes: Construction Documentation, Preconstruction conference, Progress meetings, Submittals, etc.
- B. Related Sections
 - 1. All applicable Sections of Division 01.

1.2 CONSTRUCTION DOCUMENTATION

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
 - 8. Requests for Interpretations (RFI).

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
- B. Milestone: A key or critical point in time for reference or measurement.

1.4 SUBMITTALS

- A. Reminder: See A201 General Conditions, 3.10 Contractors Construction and Submittal Schedule, for requirements, including construction schedule and submittal schedule; see Section 01 33 00 Submittals, and Section 01 33 01 Submittals Supplementary Procedures
- B. Submittals Schedule: Submit two copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational)
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- C. Preliminary Construction Schedule: Submit two copies.
- D. Contractor's Construction Schedule: Submit two copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, in PDF format, labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- E. Schedule Reports: Concurrent with Construction Schedule, submit three copies of each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
- F. Monthly Construction Reports: Submit two (2) copies at monthly intervals.
- G. Material Location Reports: Submit two (2) copies at monthly intervals.
- H. Field Condition Reports: Submit two (2) copies at time of discovery of differing conditions.
- I. Special Reports: Submit two (2) copies at time of occurrence.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

1.6 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference shall be scheduled and administered by the entity overseeing the construction (i.e. Developer, Architect, Construction Manager, etc). Notice to Proceed shall not be issued until a preconstruction conference has been completed.
- B. Attendance Required: Each Contractor shall be represented at the preconstruction conference by a person vested with the authority to make necessary decisions on behalf of the Contractor, and such decisions shall commit the Contractor to the agreed procedures, sequence of operations and time schedules. Also attending will be the Owner, and the Architect. Subcontractors and Suppliers are not to attend the preconstruction conference.
- C. The Preconstruction Conference Agenda shall include the following discussion points, as applicable:
 1. Architect and Engineer's Status during Construction.
 2. Resident Project Representative (RPR).
 3. Project Communications.
 4. Contract Times.
 5. Access and Rights-of-Way.
 6. Permits and Approvals.
 7. Field Engineering.
 8. Changes in the Work.
 9. Work Schedule.
 10. Shop Drawings.
 11. Substitutions.
 12. Job Conference Schedule.
 13. Payment Applications.
 14. Temporary Utilities.
 15. Emergency Phone Numbers.
 16. Field Office Facilities.
 17. Subcontractors.
 18. Prevailing Wage and Payroll Certifications.
 19. Insurances.
 20. Steel Products Procurement Act Certifications.
 21. Safety and OSHA.
 22. Control of Work.

1.7 PROGRESS MEETINGS

- A. General Contractor shall schedule, administer and record meetings throughout progress of the Work at regular bi-weekly intervals.
- B. Attendance Required: Each Contractor shall be represented at such meetings by a person vested with the authority to make necessary decisions on behalf of the Contractor, and such decisions shall commit the Contractor to the agreed procedures, sequence of operations and time schedules. Also attending will be a representative of the Owner and Architect. Subcontractors and Suppliers, as may be appropriate to agenda topics for each meeting.

- C. Progress Meeting Agenda:
1. The Contractor is responsible to conduct regular progress meetings at the project site as determined and agreed upon at the Pre-Construction meeting but not less than monthly. Contractor shall notify the Owner, Architect of scheduled meeting dates. In addition to the Architect and Owner, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
 2. Meetings shall follow the following guidelines:
 - a. General Introduction and distribution of the Attendance Sign In Form:
 - b. Review Minutes from Last Meeting:
 - c. Action items from previous meeting:
 - d. Site Reports:
 - e. Safety Report:
 - f. Report from Contractor:
 - g. Report from Construction Coordinator if applicable:
 - h. New Business
 - i. Review Submittal Log
 - j. Review RFI Log
 - k. Review Corrective Action Log:
 - l. Review Request for Price Proposals and Change Orders:
 - m. Review of Progress Schedule:
 - n. Review Critical Path Schedule:
 - o. Prior Week's Performance:
 - p. 2-Week Look-ahead:
 - q. Inspection Schedule:
 - r. Application for Payment:
 - s. Next Meeting Confirmation:
 - t. Minutes: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - u. Adjourn to construction area:

PART 2 – PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. General: Note requirements in A201 General Conditions, 3.10.
- B. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section 01 33 00 in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 3. Initial Submittal: Submit two copies of complete schedule of all anticipated submittal dates to Architect within 15 days of Notice to Proceed. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 4. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule. Update schedule at time of submission of each Application for Payment.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. General: Note requirements in A201 General Conditions, 3.10.
- B. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized.
 - 2. Schedules indicating a Substantial Completion or Final Completion date beyond the established Contract Times shall not be accepted.

- D. Activities: Treat each separate area and major process component as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Submittal Review Time: Include review and resubmittal times as indicated in Division 1 Section 01 33 00 Submittal Schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 2. Startup and Testing Time: Include not less than seven days for startup and testing.
 - 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for the Architect's administrative procedures necessary for certification of Substantial Completion.
 - 4. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - a. Phasing: Arrange list of activities on schedule by phase.
 - b. Work under More Than One Contract: Include a separate activity for each contract.
 - c. Work Restrictions: Show the effect of the following items on the schedule:
 - 1) Coordination with existing construction.
 - 2) Limitations of continued occupancies.
 - 3) Uninterruptible services.
 - 4) Partial occupancy before Substantial Completion.
 - 5) Use of premises restrictions.
 - 6) Provisions for future construction.
 - 7) Seasonal variations.
 - 8) Environmental control.
 - 5. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
 - 6. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within fifteen (15) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Schedule Preparation: Prepare a list of all activities required to complete the Work. Identify probable critical paths. Identify first workday of each week with a continuous vertical line.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Testing and commissioning.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 4. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10% increments within time bar. Indicate all others in 1% increments.
- C. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Owner's or Architect's approval of the schedule.
- D. Schedule Updating:
1. Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - a. Identification of activities that have changed.
 - b. Changes in early and late start dates.
 - c. Changes in early and late finish dates.
 - d. Changes in activity durations in workdays.
 - e. Changes in the critical path.
 - f. Changes in total float or slack time.
 - g. Changes in the Contract Time.

2.5 REPORTS

- A. Monthly Construction Reports: Prepare a monthly construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Stoppages, delays, shortages, and losses.
 10. Meter readings and similar recordings.
 11. Emergency procedures.
 12. Orders and requests of authorities having jurisdiction.
 13. Change Orders received and implemented.
 14. Work Change Directives received and implemented.
 15. Clarifications requested, received, and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. Prepare Coordination Memoranda for distribution to each Contractor involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Provide copy to the Owner and the Architect.
- B. Prepare similar memoranda for the Owner and the Architect and separate contractors where coordination of their work is required. All such memoranda must be provided to the Architect.

2.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 12. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. The Architect's action may include a request for additional information. Architect's time for response will start again.
 3. The Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit claim in accordance with the General Conditions.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within seven days of receipt of the RFI response.
- E. On receipt of Architect's action, immediately distribute the RFI response to affected parties. Review response and notify the Architect within seven days if Contractor disagrees with response.

PART 3 – EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Owner, Architect, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

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**SECTION 01 31 19
PROJECT MEETINGS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This section covers the requirements for attendance at meetings needed for coordination of the project.

1.2 PRECONSTRUCTION CONFERENCE

- A. A Preconstruction Conference will be held after NOTICE OF AWARD and before the NOTICE TO PROCEED; the date, time, and location will be determined after NOTICE OF AWARD.
- B. The conference shall be attended by:
 - 1. Contractor and Contractor's Superintendent.
 - 2. Subcontractors
 - 3. Architect
 - 4. Owner
 - 5. Others as requested by Contractor, Owner or Architect.
- C. Unless previously submitted to Owner, Contractor shall bring the construction schedule, Shop Drawings, and other submittals required by the Contract Documents.
- D. The purpose of the Preconstruction Conference is to designate responsible personnel and establish working relationships. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include, but not be limited to, discussion on:
 - 1. Contractor's schedule.
 - 2. Any applicable permit applications.
 - 3. Status of Bonds, insurance, and Contract Documents.
 - 4. Transmittal, review, and distribution of Contractor's submittals.
 - 5. Processing applications for payment. 01 29 00
 - 6. Maintaining record documents.
 - 7. Critical work sequencing.
 - 8. Utility Coordination and Schedule Impacts.
 - 9. Suppliers and Subcontractors.
 - 10. Surveying.
 - 11. Material Testing.
 - 12. Personnel Responsibilities and Communications.
 - 13. Storm Water Management Plan, if applicable
 - 14. Change Order Proposals, Construction Change Directives and Change Orders
 - 15. Use of premises, office and storage areas, staging area, security, and housekeeping.
 - 16. Major product delivery and priorities.
 - 17. Contractor's safety and first aid plan and representative.

1.3 CONSTRUCTION PROGRESS MEETINGS

- A. Progress meetings will be conducted at a frequency determined by Architect. These meetings shall be attended by Owner, Architect, Contractor's representative and any others invited by these people.
- B. Contractor will conduct the meeting and arrange for keeping the minutes and distributing the minutes to all persons in attendance within three (3) calendar days after the meeting.
- C. The agenda will include discussion on construction progress, schedule updates, the status of submittal reviews, the status of requests for information, critical work sequencing, review of strategies for connections into existing facilities, status of Change Order Proposals, and any general business.

1.4 OTHER MEETINGS

- A. In accordance with Contract Documents and as may be required by Owner or Architect

END OF SECTION

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SECTION 01 33 00 SUBMITTALS

PART 1 – GENERAL

1.1 SUBMITTALS – GENERAL

- A. Reminder: See A201 General Conditions, such as 3.10 Contractors Construction and Submittal Schedule, 3.11 Documents and Samples at the Site, and 3.12 Shop Drawings, Product Data and Samples, for requirements, including construction schedule and submittal schedule.
- B. See Section 01 33 01 Submittals Supplementary Procedures.

1.2 PROGRESS SCHEDULE

- A. Within 15 days of the date established for "commencement of the work," submit a comprehensive progress schedule indicating a time bar for each significant category of work to be performed. Arrange schedule to indicated required sequencing and to show time allowances for submittals, inspections and similar time margins.
 - 1. Submittal: Provide at least three (3) copies of the schedule to the Architect. Post in the temporary office. Revise at intervals matching payment requests and redistribute.

1.3 PROJECT MEETINGS

- A. Conduct bi-weekly progress and coordination meetings attended by representative of each entity engaged for performance of work. Record discussions and decisions. Distribute copies to those attending and others affected, including the Architect and the Owner.

1.4 SCHEDULE OF VALUES

- A. Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit not less than 7 days prior to first payment request. Revise each time schedule is affected by change order or other revision.

1.5 PAYMENT REQUEST

- A. Submit a request each calendar month. Use AIA form G702, fully completed and executed. Submit at least three (3) originals.
 - 1. Prior to the initial payment request, submit the schedule of values, a list of principal subcontractors and suppliers, the progress schedule and copies of building permits and similar start-up authorization.

1.6 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. General: Coordinate submittals with the progress schedule and actual work progress. Allow 2 weeks for the Architect's review. Provide additional copies as required by governing authorities. Contractor shall review all shop drawings for conformity and completeness prior to submission to the Architect. Shop drawings that are incomplete will be returned for corrections.
- B. Shop Drawings:
 - 1. Initial Submittal: Submit a minimum of **five** opaque blue/black line prints and a minimum of **five** copies of other data required for approval. Two of the submitted copies will be retained by the Architect.
- C. Product Data: Mark each copy to indicate the actual product to be provided; show selections from among options in the manufacturer's printed product data. Submit 2 copies to Architect; submittal if for information and record purposes only. Where the product data is required for maintenance manuals, submit with additional copies, which will be returned.
 - 1. Maintain one additional copy at the project site for reference purpose.
 - a. Do not proceed with the installation of manufactured products until a copy of related product data is in the installer's possession at the project site.

- D. Samples: Submit 3 sets of samples. Provide 3 or more samples in each set where variations in color, pattern or texture are observable; show average condition and extreme range of variations. Submit full documentation with each set. Sample submittals are for Architect's observation of color, texture, pattern and "kind". Maintain returned set at project site for purposes of quality control comparisons. Samples for color selection shall be:
 - 1. Actual material samples for the full range of the manufacturers colors line. Incomplete color samples will be returned as "Not Complete".

1.7 MISCELLANEOUS SUBMITTALS

- A. Provide copies, plus additional copies as required for maintenance manual. See Section 01 78 39, Project Record Documents.
 - 1. Warranties: Submit 2 executed copies, and additional copies as required for maintenance manual. Execution date shall be the Substantial Completion date of that phase of the work.
 - 2. Field Records: 4 copies, including one copy that will be returned for inclusion in the submittal of record documents.
 - 3. Maintenance Manuals: Submit 2 bound copies.
 - 4. Record Drawings: Submit original maintained marked-up prints.

1.8 ARCHITECT'S ACTION

- A. Stamp: The Architect/Engineer will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed to indicate the status of the submittal.

END OF SECTION

**SECTION 01 33 01
SUBMITTALS SUPPLEMENTARY PROCEDURES**

PART I - GENERAL

1.01 SCOPE

- A. This section supplements College Standards for Submittals and includes administrative and procedural requirements for submittals. This section is not intended to be all inclusive, requiring examination of all portions of the Contract Documents for complete submittal requirements.

1.02 SCHEDULE OF VALUES

The schedule of values should be formatted to reflect the scope of work and material required for Base Bid and all accepted Bid Alternates, to track each separately.

- A. Definition: Schedule of Values. A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- B. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- C. General Format and Content: Use the Project Manual table of contents section headings as a guide to establish the line items for the Schedule of Values. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items to simplify review of Pay App and minimize request for additional information.
- D. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values and Continuation Sheets G703 as basis.
 - 1. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts, where appropriate.
 - 2. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

3. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item within that amount. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
4. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.03 APPLICATIONS FOR PAYMENT/PAYMENT REQUESTS

- A. Payment-Application Forms: Use AIA Documents G702 and Continuation Sheets G703 as the form for Applications for Payments, unless other form as approved by the Architect.
- B. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. Note also that St. Johns River State College requires the following language in all construction contracts:

"When the contractor receives payment from the owner for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor for the project, the contractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the contract, within 10 days after the contractor's receipt of payment from the owner. When the payment due the subcontractor is for final payment, including retainage, the subcontractor must include with the invoice for final payment a conditional release of lien and all appropriate warranties and closeout documentation. When the subcontractor receives payment from the contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the contract, within ten (10) days after the subcontractor's receipt of payment."
- C. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders (and Construction Change Directives if incorporated into a Change Order) issued prior to the last day of the construction period covered by the application.
 3. Payment Application Times: the date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- D. Actions and submittals that must precede Initial Application for Payment: Administrative include the following:
 1. List of subcontractors.
 2. Schedule of values
 3. Contractor's construction schedule
 4. Products List

5. Submittals Schedule
 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the work.
 7. Report of pre-construction conference.
 8. Certificates of insurance and insurance policies
 9. Performance and payment bonds
- E. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 3. Submit Florida Department of Education Certificate of Substantial Completion.
 4. Submit Warranties with start date the date of accepted Substantial Completion Date
- F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Contractor's Affidavit of Release of Liens and Consent of Surety to Final Payment, including evidence that claims have been settled.
 4. Final liquidated damages settlement statement if applicable.

1.04 SUBMITTAL PROCEDURES

- A. General: See 01 33 00.
- B. Coordinate preparation and processing of submittals with construction schedule. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- C. Processing: Allow two weeks for initial review. If resubmittal is necessary, process the same as the initial submittal. No extension of contract time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- D. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the project, Owner's project number, and the name and address of the entity that prepared each submittal on the label or title block.
- E. Submittal Transmittal: Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor. On the transmittal, indicate

relevant specifications section and/or drawings reference.

- F. **NOTE: The Contractor shall thoroughly review all submittals for accuracy and completeness prior to submission to the Architect.** All submittals shall bear the Contractor's stamp, signature of reviewer, and date of review. Submittals received without the Contractor's stamp or which have obviously received cursory review (as evidenced by inaccuracies or incompleteness) will be returned without further action by the Architect.

1.07 PRE-CONSTRUCTION SUBMITTALS

- A. Submit the following for approval prior to commencing the work.
1. Surety Letter of Intent to Issue Required Bonds.
 2. Certificates of Insurance.
 3. List of all Subcontractors.
 4. Estimated Schedule of Progress of Construction.
 5. Schedule of Values.
 6. Copy of all Required Building Permits

1.08 SUBMITTALS PRIOR TO FINAL PAYMENT

- A. In addition to the above and or in conjunction with requirements of 1.03 E & F submit the following for approval prior to final payment.
1. Submit one set of originals for the following items:
 - a. Complete set of record drawings.
 2. Submit three copies with original signature for the following items:
 - a. Application for Final Payment.
 - b. Final Schedule of Contract Values.
 3. Submit three copies of the following documents:
 - a. Consent of Surety to make Final Payment (notarized) on AIA Document G707, "Consent of Surety to Final Payment".
 - b. Power of Attorney from Surety for Release of Final Payment.
 - c. Satisfactory evidence that the entire work has received final approval of all governing authorities.
 - d. Release of Lien from each Sub-Contractor who has filed Notices to Owner.
 - h. List of Sub-Contractors including telephone numbers and addresses.
 - i. List of attendees from the systems training class(es).
 - j. Operations and Maintenance manuals.

1.09 CHANGE ORDER AND PROPOSALS

- A. **Owner-Initiated Proposal Requests:** The Architect will issue a detailed description of Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time.
1. Within 2 weeks of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made.
- B. **Contractor-Initiated Proposals:** When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change including cost.
- C. Proposed Request Form: Use AIA Document G709 for Change Order Proposal Requests.
- D. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place.
- E. Construction Change Directive: When the Owner and the Contractor disagree on the terms of the Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- F. Documentation: Maintain detailed records on a time and a material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- G. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

1.10 ARCHITECT'S ACTION

- A. Shop Drawings are prepared by the contractor, his subcontractor, and his suppliers. Compliance with specified characteristics is the Contractor's responsibility. Approval does not relieve the Contractor of his responsibility for errors and omissions in the shop drawings or compliance with the Contract Documents
- B. Action Stamp: The Architect will mark submittals appropriately to indicate the action taken, as follows:
 1. "No Exception Taken".
 2. "Make Corrections Noted".
 3. "Revise and Resubmit".
 4. "Rejected".
 5. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.
- C. Unsolicited Submittals: The Architect will return unsolicited submittals to the sender without action.

PART II - PRODUCTS (Not Applicable)

PART III - EXECUTION (Not Applicable)

End of Section

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**SECTION 01 35 00
SPECIAL PROCEDURES**

PART 1 – GENERAL

1.1 PROJECT SCHEDULE

- A. The following is a summary of major timeframe events which shall be met by the Contractor. As such the summary does not include all schedules outlined in the Contract Documents it shall not be considered conclusive.
1. Contract Award by St. Johns River State College President; execution by Contractor
 - a. Begin equipment procurement and coordination with College provided Equipment.
 - b. Submit construction schedule.
 - c. Submit schedule of values.
 - d. Submit certificate of insurance.
 2. A Notice to Proceed with the contract work will be issued by the Owner. No contract time extensions will be granted for failure to provide the required documents within the specified time. The Contractor may begin work activity such as ordering construction materials, processing shop drawings and submittals and scheduling immediately after the award by the College President. The Contract time shall commence from the time specified in the written Notice to Proceed.
 - a. Schedule work.
 - b. Contract for equipment and materials
 - c. Contract with subcontractors
 - d. Order materials and equipment
 - e. Prepare and submit shop drawings and material samples for approval
 - f. Coordination of work and schedule with the Owner's supplying HVAC Equipment, to be installed by the Contractor per Base Bid.
 - g. Coordination of work and schedule with the Owner's providing the Chilled Water enhanced source, and enhanced Power Feed.
 3. Pre-Construction Conference: To be Determined
 4. Start Construction: To be Determined
 5. Substantial Completion: within 270 Days from Start of Construction.
 6. Final Completion: Fifteen (15) calendar days after Substantial Completion.

1.2 EARLY OCCUPANCY

- A. Where certain portions of the work are completed in advance of the scheduled date, the Owner shall have the right to take possession of and use any such completed or partially completed portions of the work. Such taking possession and use of shall not be deemed as acceptance of any work not completed in accordance with acceptance of any work not completed in accordance with the Contract Documents. Owner, Architect and Contractor shall inspect that portion of the work to determine its status of completion prior to taking possession or use. A certificate of Substantial Completion shall be issued by the Architect to the Contractor which defines the extent of the portion of the work which has been inspected and of which possession is taken or use established.

END OF SECTION

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**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Architect, or Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity.
 - 1. The Contractor shall employ and pay an independent agency, to perform specified quality control services.
 - 2. Retesting: The Contractor is responsible for retesting costs where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility.
 - 3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the Architect sufficiently in advance of operations to permit attendance of personnel. Auxiliary services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Security and protection of samples and test equipment at the Project site.
- B. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
 - 1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 - 3. The agency shall not perform any duties of the Contractor.

- C. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 - 1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.3 SUBMITTALS

- A. The Contractor shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate.
 - 1. Submit additional copies of each written report directly to the governing authority, when the Architect so directs.
 - 2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and Architect's job number.
 - c. Name, address and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Location of sample or test in project.
 - k. Ambient conditions at the time of sample-taking and testing.
 - l. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - m. Name and signature of laboratory inspector.
 - n. Recommendations on retesting.

1.4 QUALITY ASSURANCE

- A. Qualification for Service Agencies: The Contractor will engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

1.5 TRADESMEN & WORKMANSHIP

- A. Ensure that tradesmen performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

1.6 COORDINATION

- A. Coordination: The Contractor shall coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

1.7 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in

visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

1.8 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

1.9 REPLACEMENT OF WORK

- A. Within 24 hours after rejection of work pursuant to the General Conditions, remove all materials and equipment so rejected and immediately replace work, at the Contractor's cost, to the satisfaction of the Architect and the Owner. Should the work of the Owner or other Contractors be damaged by such removal or replacement, the Contractor shall reimburse the Owner or other Contractors for all costs incurred for correcting damage.

END OF SECTION

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**SECTION 01 41 00
REGULATORY REQUIREMENTS**

PART 1 – GENERAL

1.1 WORK WITHIN PUBLIC PROPERTY

- A. No work shall be performed within public property until the Contractor has secured from controlling government agency written permission and/or permits and where required furnished bond or guarantee for the accomplishment of such.

1.2 NOTICE OF COMMENCEMENT

- A. No work shall be commenced or materials ordered until Notice of Commencement has been recorded in accordance with Chapter 713 Liens, generally Part I, Mechanics' Lien Law, Florida Statute in effect on date of Contract. Contractor shall either record such or ascertain that such has been recorded.

1.3 GOVERNMENT REGULATIONS AND REQUIREMENTS

- A. Contractor shall inform himself of and comply with all government regulations and requirements affecting accomplishment of the work.
- B. Contractor shall not be responsible for code or government design violations incorporated into the Construction Documents. He shall, however, inform the Architect of observed conflicts in accordance with provisions of Section 00 72 13, General Conditions of the Contract, and shall not proceed with affected work until conflict (if such exists) is clarified or corrected.

1.4 GOVERNING BUILDING CODE

Florida Building Code 2017, including State Requirements for Educational Facilities (SREF), and all subsequent additions, supplements, or subsequent addenda thereto, and any other documents or codes including designated portions of SREF by reference.

1. Florida Building Code, 2017, 6th edition.
2. Florida Fire Protection Code, 2017, 6th edition.
3. Florida Mechanical Code, 2017, 6th edition.
4. Florida Plumbing Code, 2017, 6th edition.
5. Florida Accessibility Code, 2017, 6th edition.
6. National Electric Code (NFPA 70), 2017 edition.

END OF SECTION

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**SECTION 01 42 00
REFERENCES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. General Requirements: The provisions of Division-1 sections, General Requirements, apply to the entire work of the Contract.
- C. Approved: When used to convey Architect's action on Contractor's submittals, applications, and requests, 'approved' is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract. Any shop or working drawings or material submittals required to be approved for use on the project shall be approved by the Architect of Record.
"Approved by Architect/Engineer", in no case releases Contractor from responsibility to fulfill requirements of contract documents.
- D. Directed: A command or instruction by the Architect. Other terms including requested, authorized, selected, approved, required and permitted have the same meaning as directed.
- E. Indicated: Requirements expressed by graphic representation or in written form on Drawings, in Specifications and in other Contract Documents. Other terms including shown, noted, scheduled and specified have the same meaning as indicated.
- F. Regulations: Laws, ordinances, statutes, lawful order issued by authorities having jurisdiction, & rules, conventions and agreements within the construction industry that control performance of the Work.
- G. Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. Install: Operations at Project site including unloading, temporarily storing, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- I. Provide: Furnish and install, complete and ready for intended use.
- J. Installer: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application and similar operations. Installers are required to be skilled in work they are engaged to install. Using a term such as 'carpentry' does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, 'experienced' means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- L. Project Site: Space available for performing construction activities. The extent of Project site is shown on Drawings; Project Site is either exclusively or to be shared with separate contractors, for performance of the work.
- M. Overlapping/Conflicting Requirements: Most stringent (generally) requirement written directly into the contract documents is intended and will be enforced, unless specifically detailed language written into the contract documents clearly indicates that a less stringent requirement is acceptable. Refer uncertainties to the Architect/Engineer for a decision before proceeding.

- N. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Architect/Engineer before proceeding.
- O. Abbreviations, Plural Words: Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Architect/Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.
- P. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- D. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- E. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available upon request.
- F. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers and Web addresses are subject to change and not an exhaustive list of those possible.

| | | |
|---------------|---|---------------------------------|
| ADAAG | Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov | (800) 872-2253 (202)272-5434 |
| CFR | Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr | (888)293-6498 (202) 512-1530 |
| CRD | Handbook for Concrete and Cement Available from Army Corps of Engineers, Waterways Experiment Station www.wes.army.mil | (601)634-2355 |
| FED-STD FS | Federal Standard (See FS) Federal Specification Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online | (215) 697-6257 |
| | Available from General Services Administration www.fss.gsa.gov/pub/fed-specs.cfm | (202) 619-8925 |

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| | Available from National Institute of Building Sciences www.nibs.org | (202) 289-7800 |
| FTMS | Federal Test Method Standards (See FS) | |
| MILSPEC | Military Specifications and Standards Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online | (215) 697-6257 |
| UFAS | Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov | (800) 872-2253 (202) 272-5434 |

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Name, telephone numbers, and Web addresses are subject to change.

| | | |
|--------|--|----------------------------------|
| AA | Aluminum Association, Inc. (The) www.aluminum.org | (202) 862-5100 |
| AAADM | American Association of Automatic Door Manufacturers www.aaadm.com | (216) 241-7333 |
| AABC | Associated Air Balance Council www.aabchq.com | (202) 737-0202 |
| AAMA | American Architectural Manufacturer's Association www.aamanet.org | (847) 303-5664 |
| AAN | American Association of Nurserymen (See ANLA) | |
| AASHTO | American Association of State Highway and Transportation Officials www.aashto.org | (202) 624-5800 |
| AATCC | American Association of Textile Chemists and Colorists www.aatcc.org | (919) 549-8141 |
| ABMA | American Bearing Manufacturer's Association www.abma-dc.org | (202) 367-1155 |
| ACI | American Concrete Institute/ACI International www.aci-int.org | (248) 848-3700 |
| ACPA | American Concrete Pipe Association www.concrete-pipe.org | (972) 506-7216 |
| AEIC | Association of Edison Illuminating Companies, Inc. (The) www.aeic.org | (205) 257-2530 |
| AF&PA | American Forest & Paper Association www.afandpa.org | (800) 878-8878 (202) 463-2700 |
| AGA | American Gas Association www.aga.org | (202) 824-7000 |
| AGC | Associated General Contractors of America (The) www.agc.org | (703) 548-3118 |
| AHA | American Hardboard Association www.ahardbd.org | (847) 934-8800 |
| AHAM | Association of Home Appliance Manufacturers | (202) 872-5955 |

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| AI | Asphalt Institute www.asphaltinstitute.org | (859) 288-4960 |
| AIA | American Institute of Architects (The) www.e-architect.com | (202) 626-7300 |
| AISC | American Institute of Steel Construction www.aisc.org | (800) 644-2400 (312) 670-2400 |
| ASIS | American Iron and Steel Institute www.steel.org | (202) 452-7100 |
| AITC | American Institute of Timber Construction www.aitc.glu-lam.org | (303) 792-9559 |
| ALCA | Associated Landscape Contractors of America www.alca.org | (800) 395-2522 (703) 736-9666 |
| ALSC | American Lumber Standards Committee | (301) 972-1700 |
| AMCA | Air Movement and Control Association International, Inc. www.amca.org | (847) 394-0150 |
| ANLA | American Nursery and Landscape Association www.anla.org | (202) 789-2900 |
| ANSI | American National Standards Institute www.ansi.org | (202) 293-8020 |
| AOSA | Association of Official Seed Analysts | (505) 522-1437 |
| APA | Architectural Precast Association www.archprecast.org | (941) 454-6989 |
| API | American Petroleum Institute www.api.org | (202) 682-8000 |
| ARI | Air Conditioning & Refrigeration Institute www.ari.org | (703) 524-8800 |
| ASCA | Architectural Spray Coaters Association www.ascassoc.com | (609) 848-6120 |
| ASCE | American Society of Civil Engineers www.asce.org | (800) 548-2723 (703) 295-6300 |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers www.ashrae.org | (800) 527-4723 (404) 636-8400 |
| ASME | American Society of Mechanical Engineers Intl www.asme.org | (800) 843-2763 (212) 591-7722 |
| ASSE | American Society of Sanitary Engineering www.asse-plumbing.org | (440) 835-3040 |
| ASTM | American Society for Testing and Materials www.astm.org | (610) 832-9585 |
| AWCI | Association of the Wall and Ceiling Industries International www.awci.org | (703) 534-8300 |
| AWCMA | American Window Covering Manufacturers Association (See WCMA) | |

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| AWI | Architectural Woodwork Institute www.awinet.org | (800) 449-8811 (703) 733-0600 |
| AWPA | American Wood Preservers' Association www.awpa.com | (817) 326-6300 |
| AWS | American Welding Society www.aws.org | (800) 443-9353 (305) 443-9353 |
| AWWA | American Water Works Association www.awwa.org | (800) 926-7337 (303) 794-7711 |
| BHMA | Builders Hardware Manufacturers Association www.buildershardware.com | (212) 297-2122 |
| BIA | Brick Industry Association (The) www.bia.org | (703) 620-0010 |
| BIFMA | Business and Institutional Furniture Manufacturers Assoc International www.bifma.org | (616) 285-3963 |
| CCC | Carpet Cushion Council www.carpetcushion.org | (203) 637-1312 |
| CCFSS | Center for Cold Formed Steel Structures www.umn.edu/~ccfss | (573) 341-4471 |
| CDA | Copper Development Association, Inc. www.copper.org | (800) 232-2832 (212) 251-7200 |
| CFFA | Chemical Fabrics and Film Association, Inc. www.chemicalfabricsandfilm.com | (216) 241-7333 |
| CGA | Compressed Gas Association www.cganet.com | (703) 412-0900 |
| CIMA | Cellulose Insulation Manufacturers Association www.cellulose.org | (888) 881-2462 (937) 222-2462 |
| CISCA | Ceilings & Interior Systems Construction Association www.cisca.org | (630) 584-1919 |
| CISPI | Cast Iron Soil Pipe Institute www.cispi.org | (423) 892-0137 |
| CLFMI | Chain Link Fence Manufacturers Institute www.chainlinkinfo.org | (301) 596-2583 |
| CPPA | Corrugated Polyethylene Pipe Association www.cppa-info.org | (800) 510-2772 (202) 462-9607 |
| CRI | Carpet and Rug Institute www.carpet-rug.com | (800) 882-8846 (706) 278-3176 |
| CRSI | Concrete Reinforcing Steel Institute www.crsi.org | (847) 517-1200 |
| CSI | Construction Specifications Institute (The) www.csinet.org | (800) 689-2900 (703) 684-0300 |
| CTI | Cooling Technology Institute www.cti.org | (281) 583-4087 |
| DHI | Door and Hardware Institute www.dhi.org | (703) 222-2010 |

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| EIA | Electronic Industries Alliance www.eia.org | (703) 907-7500 |
| EIMA | EIFS Industry Members Association www.eifsfacts.com | (800) 294-3462 (770) 968-7945 |
| EJMA | Expansion Joint Manufacturers Association, Inc. www.ejma.org | (914) 332-0040 |
| FBC | Florida Building Code www.iccsafe.org | (888) 442-7233 |
| FCI | Fluid Controls Institute www.fluidcontrolsintstitute.org | (216) 241-7333 |
| FGMA | Flat Glass Marketing Association (See GANA) | |
| FM | Factory Mutual System (See FMG) | |
| FMG | FM Global www.fmgglobal.com | (401) 275-3000 |
| GA | Gypsum Association www.gypsum.org | (202) 289-5440 |
| GANA | Glass Association of North America www.glasswebsite.com/gana | (785) 271-0208 |
| GRI | Geosynthetic Research Institute www.drexel.edu/gri | (215) 895-2343 |
| GTA | Glass Tempering Division of Glass Association of North America (See GANA) | |
| HI | Hydraulic Institute www.pumps.org | (888) 786-7744 (973) 267-9700 |
| HI | Hydronics Institute www.gamanet.org | (908) 464-8200 |
| HMMA | Hollow Metal Manufacturers Association (See NAAMM) | |
| HPVA | Hardwood Plywood & Veneer Association www.hpva.org | (703) 435-2900 |
| HPW | H.P. White Laboratory, Inc. www.hpwhite.com | (410) 838-6550 |
| IAS | International Approval Services (See CSA) | |
| ICEA | Insulated Concrete Repair Institute (The) www.icea.net | (508) 394-4424 |
| ICRI | International Concrete Repair Institute (The) www.irci.org | (703) 450-0116 |
| IEC | International Electro-technical Commission www.iec.ch | (01 41 22 919 02 11 |
| IEEE | Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org | (212) 419-7900 |

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| IESNA | Illuminating Engineering Society of North America www.iesna.org | (212)248-5000 |
| IGCC | Insulating Glass Certification Council www.igcc.org | (315) 646-2234 |
| ILI | Indiana Limestone Institute of America, Inc. www.iliai.com | (812) 275-4426 |
| ISSFA | International Solid Surface Fabricators Association | (702) 567-8150 |
| I3A | International Imaging Industry Association www.pima.net | (914) 698-7603 |
| ITS | Intertek Testing Services www.itsglobal.com | (800) 345-3851 (607) 753-6711 |
| KCMA | Kitchen Cabinet Manufacturers Association www.kcma.org | (703) 264-1690 |
| LMA | Laminating Materials Association www.lma.org | (201) 664-2700 |
| LPI | Lightning Protection Institute www.lightning.org | (800) 488-6864 (847) 577-7200 |
| LSGA | Laminated Safety Glass Association (See GANA) | |
| MBMA | Metal Building Manufacturers Association www.mbma.com | (216) 241-7333 |
| MFMA | Maple Flooring Manufacturer's Association www.maplefloor.org | (847) 480-9138 |
| MFMA | Metal Framing Manufacturers Association www.metalframingmfg.org | (312) 644-6610 |
| MHIA | Material Handling Industry of America www.mhia.org | (800) 345-1815 (704) 676-1190 |
| MIA | Marble Institute of America www.marble-institute.com | (614) 228-6194 |
| ML/SFA | Metal Lath/Steel Framing Association (See SSMA) | |
| MPI | Master Painters Institute | (888) 674-8937 |
| MSS | Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. www.mss.hq.com | (703) 281-6613 |
| NAAMM | National Association of Architectural Metal Manufacturers www.naam.org | (312) 332-0405 |
| NAAMM | North American Association of Mirror Manufacturers (See GANA) | |
| NACE | National Association of Corrosion Engineers International www.nace.org | (281) 228-6200 |
| NAIMA | North American Insulation Manufacturers Association www.naima.org | (703) 684-0084 |

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| NAMI | National Accreditation and Management Institute | (304) 258-5100 |
| NBQA | National Building Granite Quarries Association, Inc. | (800) 557-2848 |
| NCMA | National Concrete Masonry Association www.ncma.org | (703) 713-1900 |
| NCPI | National Clay Pipe Institute www.ncpi.org | (414) 248-9094 |
| NCTA | National Cable & Telecommunications Association www.ncta.com | (202) 775-3669 |
| NEBB | National Environmental Balancing Bureau www.nebb.org | (301) 977-3698 |
| NECA | National Electrical Contractors Association www.necanet.org | (301) 657-3110 |
| NeLMA | Northeastern Lumber Manufacturers Association www.nelma.org | (207) 829-6901 |
| NEMA | National Electrical Manufacturers Association www.nema.org | (703) 841-3200 |
| NETA | International Electrical Testing Association www.netaworld.org | (303) 697-8441 |
| NFPA | National Fire Protection Association www.nfpa.org | (800) 344-3555 (617) 770-3000 |
| NFRC | National Fenestration Rating Council www.nfrc.org | (301) 589-6372 |
| NGA | National Glass Association www.glass.org | (703) 442-4890 |
| NHLA | National Hardwood Lumber Association www.natlhardwood.org | (800) 933-0318 (901) 377-1818 |
| NLGA | National Lumber Grades Authority www.nlga.org | (604) 524-2393 |
| NOFMA | National Oak Flooring Manufacturers Association www.nofma.org | (901) 526-5016 |
| NRCA | National Roofing Contractors Association www.nrca.net | (800) 323-9545 (847) 299-9070 |
| NRMCA | National Ready Mixed Concrete Association www.nrmca.org | (888) 846-7622 (301) 587-1400 |
| NSA | National Stone Association www.aggregates.org | (800) 342-1415 (703) 525-8788 |
| NSF | National Sanitation Foundation International) www.nsf.org | (800) 673-6275 (734) 769-8010 |
| NSSGA | National Stone, Sand & Gravel Association www.nssga.org | (800) 342-1415 (703) 525-8788 |
| NTMA | National Terrazzo and Mosaic Association, Inc. www.ntma.com | (800) 323-9736 |
| NWWDA | National Wood Window and Door Association (See WDMA) | |

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| PCI | Precast/Pre-stressed Concrete Institute www.pci.org | (312) 786-0300 |
| PDCA | Painting and Decorating Contractors of America www.pdca.com | (800) 332-7322 (703) 359-0826 |
| PDI | Plumbing & Drainage Institute www.pdionline.org | (800) 589-8956 (508) 230-3516 |
| PGI | PVC Geomembrane Institute www.pvcgeomembrane.com | (217) 333-3929 |
| RCSC | Research Council on Structural Connections www.boltcouncil.org | (800) 644-2400 (312) 670-2400 |
| RFCI | Resilient Floor Covering Institute www.rfci.com | |
| RIS | Redwood Inspection Service www.calredwood.org | (888) 225-7319 (415) 382-0662 |
| SAE | Society of Automotive Engineers International www.sae.org | (724) 776-4841 |
| SDI | Steel Deck Institute www.sdi.org | (847) 462-1930 |
| SDI | Steel Door Institute www.steeldoor.org | (440) 899-0010 |
| SEFA | Scientific Equipment and Furniture Association www.sefalabfurn.com | (516) 294-5424 |
| SGCC | Safety Glazing Certification Council www.sgcc.org | (315) 656-2234 |
| SIGMA | Sealed Insulating Glass Manufacturers Association www.sigmaonline.org | (312) 644-6610 |
| SJI | Steel Joist Institute www.steeljoist.org | (843) 626-1995 |
| SMACNA | Sheet Metal & Air Conditioning Contractor National Association www.smacna.org | (703) 803-2980 |
| SPFA | Spray Polyurethane Foam Alliance www.sprayfoam.org | (800) 523-6154 |
| SPIB | Southern Pine Inspection Bureau (The) www.spib.org | (850) 434-2611 |
| SPRI | Single Ply Roofing Institute | (781) 444-0242 |
| SSINA | Specialty Steel Industry of North America www.ssina.com | (800) 982-0355 (202) 342-8630 |
| SSMA | Steel Stud Manufacturers Association www.ssma.com | (312) 456-5590 |
| SSPC | Society for Protective Coatings (The) www.sspc.org | (800) 837-8303 (412) 281-2331 |
| STI | Steel Tank Institute www.steeltank.com | (847) 438-8265 |

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| SWI | Steel Window Institute www.steelwindows.com | (216) 241-7333 |
| SWRI | Sealant, Waterproofing and Restoration Institute www.swrionline.org | (816) 472-7974 |
| TCA | Tile Council of America, Inc. www.tileusa.com | (864) 646-8453 |
| TIA/EIA | Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org | (703) 907-7700 |
| TPI | Truss Plate Institute | (608) 833-5900 |
| TPI | Turfgrass Producers International www.turfgrassod.org | (800) 405-8873 |
| UL | Underwriters Laboratories, Inc. www.ul.com | (800) 704-4050 (847) 272-8800 |
| UNI | Uni-Bell PVC Pipe Association www.uni-bell.org | (972) 243-3902 |
| WASTEC | Waste Equipment Technology Association www.wastec.org | (800) 424-2869 (202) 244-4700 |
| WCMA | Window Covering Manufacturers Association (See WCSC) | |
| WCSC | Window Covering Safety Council www.windowcoverings.org | (800) 506-4636 |
| WDMA | Window & Door Manufacturers Association www.wdma.com | (800) 223-2301 (847) 299-5200 |
| WIC | Woodwork Institute of California www.wicnet.org | (916) 372-9943 |
| WMMPA | Wood Moulding & Millwork Producers Association www.wmmpa.com | (800) 550-7889 (530) 661-9591 |
| WWPA | Western Wood Products Association www.wwpa.org | (503) 224-3930 |

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

| | | |
|---------|---|----------------------------------|
| CABO | Council of American Building Officials (See ICC) | |
| IAPMO | International Association of Plumbing and Mechanical Officials (The) www.iapmo.org | (909) 595-8449 |
| ICBO | International Conference of Building Officials www.icbo.org | (800) 284-4406 (562) 699-0541 |
| ICC | International Code Council www.intlcode.org | (703) 931-4533 |
| NFPA-70 | Electrical Systems | (800) 344-3555 |
| SBCCI | Southern Building Code Congress International, Inc. www.sbcci.org | (205) 591-1853 |

C. Federal Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

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| CE | Army Corps of Engineers www.usace.army.mil | |
| CPSC | Consumer Product Safety Commission www.cpsc.gov | (800) 638-2772 (301) 504-0990 |
| DOC | Department of Commerce www.doc.gov | (202) 482-2000 |
| EPA | Environmental Protection Agency www.epa.gov | (202) 260-2090 |
| FAA | Federal Aviation Administration www.faa.gov | (202) 366-4000 |
| FDA | Food & Drug Administration www.fda.gov | (888)463-3332 |
| GSA | General Services Administration www.gsa.gov | (202) 708-5082 |
| HUD | Department of Housing and Urban Development www.hud.gov | (202) 708-1112 |
| LBNL | Lawrence Berkley National Laboratory www.lbl.gov | (510) 486-5605 |
| NCHRP | National Highway Cooperative Research Program (See TRB) | |
| NIST | National Institute of Standards and Technology www.nist.gov | (301) 975-6478 |
| OSHA | Occupational Safety and Health Administration www.osha.gov | (800) 321-6742 |
| PBS | Public Building Service (See GSA) | |
| RUS | Rural Utilities Service (See USDA) | |
| TRB | Transportation Research Board www.nas.edu/trb | (202) 334-2934 |
| USDA | United States Department of Agriculture www.usda.gov | (202) 720-2791 |
| USPS | United States Postal Service www.usps.com | (202) 268-2000 |

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SECTION 01 42 16

DEFINITIONS AND STANDARDS

PART 1 – GENERAL

1.1 GENERAL: See Section 01 42 00 "References".

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**SECTION 01 45 00
QUALITY CONTROL**

PART 1 – GENERAL

1.1 PERFORMANCE OF WORK

- A. Except where specifically required otherwise in the technical specifications the Contractor shall be responsible for all construction quality control and shall perform or coordinate all tests and inspections in accordance with Article 13.5 of the AIA General Conditions. See SECTION 01 33 00 – SUBMITTALS

1.2 DEFINITIONS

- A. Certified Test Reports: Certified test reports are reports of tests signed by a qualified professional attesting that the test results reported are accurate and that items tested either meet or fail to meet the stated minimum requirements. These test reports include those performed by Factory Mutual, Underwriters Laboratories, Inc., and others.
- B. Certified Inspection Reports: Certified inspection reports are those signed by approved inspectors attesting that the items inspected meet the specification requirements other than those exceptions included in the report.
- C. Manufacturer's Certificate of Conformance or Compliance: A certificate signed by an authorized manufacturer's official attesting that the material or equipment delivered meets the specification requirements.

1.3 TESTS All testing shall be divided into three categories as follows:

- A. Field Tests made at, or in the vicinity of the job site in connection with the actual construction including, but not limited to, concrete batch plants, and similar establishments directly involved in the construction process.
- B. Factory Tests, made at the point of manufacture of various products which are shipped to the job site as a unit, including but not limited to such items as transformers, boilers, air conditioning equipment, and electrical equipment.
- C. Certified Tests, made by approved testing agencies on material and equipment which are to be incorporated into the structure under the Contract. These tests are such as are performed by Factory Mutual, Underwriters Laboratories, Inc., and others.

1.4 FIELD TESTS

- A. Field Tests by the Contractor: The Contractor shall perform certain field testing specifically required of him in the contract specifications. In those cases, he shall furnish all equipment, instruments, qualified personnel, and facilities necessary to perform all tests required by the Contract Documents. Testing services shall be performed by the Contractor or acquired by the Contractor through qualified commercial testing laboratory. If a commercial testing laboratory is retained to perform tests under this contract, all test reports shall be certified by a representative of the testing laboratory who is authorized to sign certified test reports for the laboratory. Test reports shall include the acceptable value for each specification item, the actual test results obtained, and the test methods used. Each report shall be conspicuously stamped on the cover sheet in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements as the case maybe. The Contractor shall arrange for immediate and direct delivery of the signed original of all reports, certifications, and other documentation to the Architect.
- B. Factory Tests: The Contractor will arrange for factory tests when such tests are required.
- C. Manufacturer's Certified Tests: Certified tests on materials to be incorporated into the work will be acceptable, provided they are performed by the manufacturer or by Government approved agencies or laboratories, show that the materials conform to the specification, and that the tests and certifications meet the requirements of the paragraph entitled "Certificates and Certifications" below.
- D. Approval of Laboratories: All laboratory work performed under this contract shall be done by a laboratory approved by the Architect. The basis of approval includes the following:

1. Laboratories performing work in connection with concrete, steel and bituminous materials must conform to American Society for Testing and Materials (ASTM) Designation # 329-77.
2. Laboratories performing work not in connection with concrete, steel and bituminous materials must conform to Sections 3 and 4 of ASTM Designation E 329-77.

1.5 INSPECTION: All inspection shall be divided into two categories as follows:

- A. Field Inspection is that inspection in the vicinity of the job site which, when performed properly, will result in the complete compliance of all work-in-place with the contract drawings and specifications.
- B. Factory Inspection is that inspection at the point of manufacture of the various products which are shipped to the job site, including but not limited to such items as transformers, boilers, air conditioning equipment, and electrical equipment.
- C. Contractor Field Inspection: The Contractor or his designated representative shall inspect all work under this contract.
- D. Coating Manufacturer Field Inspection: Contractor shall notify and coordinate manufacturer field inspections for a minimum of one inspection per building elevation.

1.6 SUBMITTALS

- A. Submittals shall be prepared in accordance with SECTION 01 33 00 – SUBMITTALS. Each submittal shall be accompanied by a cover letter signed by the Contractor. Each item proposed to be incorporated into the Contract shall be clearly marked and identified in the submittals, and shall be cross-referenced to the contract drawings and specifications so as to identify clearly the use for which it is intended. Each sheet of submittal shall be stamped with the Contractor's certification stamp. Data submitted in a bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only. The Contractor's certification stamp shall be worded as follows:

"It is hereby certified that the (equipment) (material) shown and marked in this submittal is that proposed to be incorporated into the project. It is in compliance with the contract drawings and specifications, can be installed in the allocated spaces, and is submitted for the Architect's review.

Certified by: _____ Date: _____ "

- C. The person signing the certification shall be the one designated in writing by the Contractor as having that authority. The signature shall be in original ink. Stamped signatures are not acceptable.
- D. Submittal Status Logs: The Contractor shall maintain at the job site an up-to-date submittal status log showing the status of submittals required by the contract.
- E. Shop drawings, manufacturer's data and samples shall be identified clearly and submitted in accordance with the General Conditions.
- F. Certified Test Reports: Before delivery of materials and equipment, certified copies of the reports of all tests listed in the technical sections shall be submitted and approved. The testing shall have been performed in a laboratory meeting the requirements specified herein. Test reports shall be accompanied by certificates from the manufacturer certifying that the material and equipment proposed to be supplied is of the same type, quality, manufacture, and make as that tested.
- G. Scaffolding and Erection Procedures Certification: The Contractor is required to submit a design or certification for scaffolding and erection procedures daily inspection report must indicate that the work has been inspected for conformance to the design or certification. A specific statement for these items rather than a general statement is required.

1.7 CERTIFICATES AND CERTIFICATIONS

- A. Manufacturer's certification may be furnished by the Contractor, on items of materials and equipment incorporated into the work, only when this method will assure full compliance with the provisions of the Contract, as determined by the Architect. Pre-printed certifications will not be acceptable. All certifications shall be in the original. The original of all manufacturer's certifications shall name the appropriate item of equipment or material, specification, standard or other document specified as controlling the quality of that item of equipment or material, specification, standard or

other document specified as controlling the quality of that item and shall have attached thereto certified copies of test reports upon which the certifications are based.

1.8 RECORD OF INSPECTIONS

- A. Pursuant to the Contractor's Inspection, the Contractor shall maintain, on a day-to-day basis, a record of all inspections and field tests performed that day.

1.9 REPEATED TESTS AND INSPECTIONS

- A. The Contractor shall repeat tests and inspections after each correction made to nonconforming materials and workmanship until tests and inspections indicate the materials, equipment, and workmanship conform to the Contract requirements. The retesting and re-inspections shall be performed at no cost to the Owner.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

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**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 – GENERAL

1.1 DURATION

- A. All facilities required as part of this section shall be provided and maintained for duration of project or as specifically required.

1.2 TEMPORARY UTILITIES

- A. The Contractor is responsible for the following:
 1. Temporary telephone service. (Contractor's option)
 2. Temporary field offices. (May be within existing building)
 3. Temporary toilets, including disposable supplies.
 4. Temporary wash facilities, including disposable supplies.
 5. Drinking water.
 6. Temporary daily janitorial services.
 7. Construction aids and miscellaneous services and facilities.
 8. Barricades, warning signs and lights.
 9. Security enclosure and lockup.
 10. Environmental protection.
 11. Temporary electric and water will be furnished by owner, from the existing facilities.

1.3 BARRIERS

- A. Contractor shall provide as needed or required and comply with applicable governmental requirements for barricades, lighting, marking, flagmen, etc., to protect work, property and persons.
- B. Dust proof partitions shall be provided during demolition and renovation construction activity and at other times as required to prevent spread of dust and debris into other areas of the existing building where no work is scheduled and other areas of the building.

1.4 TEMPORARY CONTROLS

- A. Environmental Requirements: Comply with all governmental requirements as such affects work hereunder.
- B. Noise: Construction noise shall be kept to a minimum.
- C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from construction site daily.

1.5 PROJECT SAFETY

- A. Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the Superintendent, or other company representatives shall be on the site during all working hours. This person, and the Superintendent shall be trained in project safety and designated as Contractor's Safety Directors.

END OF SECTION

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**SECTION 01 56 00
TEMPORARY BARRIERS AND ENCLOSURES**

PART I - GENERAL

1.1 SUMMARY

- A. Use of Barriers and Enclosures: The Contractor shall furnish, erect and maintain temporary barriers, barricades, enclosures, and temporary construction fencing as required for the following:
 - 1. To protect the health and safety of occupants and the general public from exposure to immediate physical harm as well as to noise, dust, and fumes. Note that this Section does not provide minimum requirements related to Indoor Air Quality.
 - 2. To protect new and pre-existing adjacent construction from exposure to physical damage, dust, dirt, and water.
 - 3. To provide security of valuable property.
 - 4. To protect trees and plants.

PART 2 - PRODUCTS

2.1 GENERAL FABRICATION

- A. Substantial Construction: Barriers and enclosures shall be of adequately substantial construction to serve their purpose without failure throughout the duration of their use. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards.
- B. Rigid Fencing: The general public, as well as adjacent lawns and plantings, shall be protected from harm by the installation of continuous, durable, rigid fencing at the limit lines of each construction area, and include black wind/dust barrier.
- C. Tree Protection: Existing trees that designated to be protected shall be protected from damage by the installation of durable, rigid 6' high, physical barrier (florescent orange in color) shall be fixed in place around each tree or cluster of vegetation, for the duration of construction.
 - 1. Barrier shall be placed no closer than six (6) feet from the trunk, or one-half of the drip line, whichever is greater.
 - 2. Barrier shall be fixed so it cannot be moved easily; but the material can be flexible, such as orange snow fence attached to T-posts driven into the ground, and shall act as an effective deterrent to deliberate or accidental damage of each tree.
 - 3. The movement or storage of equipment, material, debris, or fill within these required protective barriers is completely prohibited.

PART 3 - EXECUTION

3.1 BASIC REQUIREMENTS

- A. Install in a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Install barriers and enclosures so as to not create new hazards such as tripping or protrusions that might be a source of safety concern to pedestrians or passers by.
- C. Establish reasonable alternative access when necessary due to placement of barriers.
- D. Maintain barriers during entire construction period.
- E. Relocate barriers as required by progress of construction.

3.2 TREE AND PLANT PROTECTION REQUIREMENTS

- A. Protected Areas will be designated /identified in the field, one time, by Architect. Contractor shall adequately mark areas.
 - 1. No access of construction vehicles or workers on foot is permitted through protected areas.

2. No material shall be stockpiled nor equipment parked or repaired within these areas.
- B. Preserve and protect existing trees and plants at site which are designed to remain, and those adjacent to site.
- C. Consult with Architect for removal of agreed-on roots and branches which interfere with construction.
 1. Employ a qualified tree surgeon to remove, and to treat cuts.
- D. Provide temporary barriers around each, or around each group, of trees and plants.
- E. Protect root zones of trees and plants:
 1. Do not allow vehicular traffic or parking.
 2. Do not store materials or products.
 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 4. Prevent puddling or continuous running water.
- F. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- G. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations. Any damage and any necessary replacements will be evaluated by licensed horticulturists.

3.3 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by the Owner or Architect
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

3.4 DAMAGE TO EXISTING VEGETATION

- A. Any trees damaged during construction shall be immediately repaired by a tree surgeon acceptable to the Architect at the Contractor's expense.
- B. Any tree judged by the accepted tree surgeon to be damaged beyond repair shall be removed at Contractor's expense.
- C. For each tree erroneously removed or damaged beyond repair, an assessment will be immediately withheld from Contractor's progress payments.
 1. This assessment will be equal to the value of the tree prior to damage.
 2. This assessment will be determined by a tree appraiser, selected by Owner and paid for by Contractor.
 3. The cost for hiring a tree appraiser shall also be withheld from Contractor's progress payments.
- D. Contractor shall replace each damaged tree with nursery-grown material of similar size and of the same or approved species.
 1. Replacement trees shall be the greater of a two (2)-inch caliper or size equivalent to the size of the damaged tree, balled and burlapped, and planted in accordance with the provisions outlined in these Specifications.
- E. Contractor shall pay an assessment if Architect determines that Contractor has disturbed any grasses, shrubs and/or cattails located within the protected areas.
 1. This assessment will not exceed two dollars (\$2) per square foot of disturbance, and will be immediately withheld from Contractor's progress payments.
- F. Damaged vegetation shall be replaced by Contractor with an equal value per square foot of damage.

END OF SECTION

SECTION 01 56 39
TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 General: See Section 01 56 00; 01 56 39 incorporated within 01 56 00.

END OF SECTION

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SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Contractor using Best Management Practices (BMPs) in preparing, furnishing, installing, maintaining and removing temporary erosion and sedimentation controls.
- B. Scope: The predominate area is adjacent to the retaining wall at the existing Truck Dock where controls must be taken along the south end of the wall prior to and during construction of the retaining wall extension; additionally, while alterations are made to the existing storm water structure at the northern end of the Addition site.

1.2 RELATED SECTIONS

- A. Section 01 33 00: Submittals
- B. Section 01 40 00: Quality Requirements

1.3 QUALITY ASSURANCE

- A. Comply with Quality Requirements (see 1.2 above).

1.4 SUBMITTALS

- A. Refer to Section 01 33 00 – Submittals, for submittal requirements and procedures.
- B. Description and Working Drawings of BMPs for temporary erosion and sedimentation controls. Describe sequences and methods of installing controls. Have proposed controls accepted by Engineer or Owner before starting earthwork operations. Secure grading permits before grading.

PART 2 – PRODUCTS

2.1 SEDIMENTATION CONTROL

- A. Bales: Clean, seed-free cereal hay or grainstraw.
- B. Matting: Mesh matting, fabricated of unbleached, undyed and loose-twist jute yarn.
- C. Matting Stakes: Fir, Southern Pine or Hemlock, not smaller than 1/2 inch square.
- D. Filter Stone: Crushed gravel stone graded such that 100% of material will pass one inch sieve and not more than five percent will pass 1/4 inch sieve.
- E. Silt Barriers: As indicated on drawings or if not indicated, floating or staked.

PART 3 – EXECUTION

3.1 EROSION CONTROL

- A. On slopes flatter than 3:1 spread mulch to loose thickness of 3/4 inch to 1 1/2 inches. Immediately after spreading, press mulch into soil with a disc harrow set straight.
- B. Spread matting over mulched areas on slopes steeper than 3:1 horizontal to vertical.
- C. Rework disturbed areas exhibiting unsatisfactory growth. Fill, compact and regrass or place groundcover in eroded areas.

3.2 SEDIMENTATION CONTROL

- A. Maintain silt dams, traps and barriers until no longer needed, subject to acceptance of Owner or its designee, and then remove controls. Remove hay bales which have deteriorated and filter stone which has become dislodged. Place new hay bales and new filter stone.

3.3 REMOVAL

- A. Remove controls upon completion of portion of Contract for which controls were furnished.

END OF SECTION

**SECTION 01 64 00
OWNER FURNISHED PRODUCTS**

PART 1 - GENERAL

1.01 SUMMARY

- A. This section generally describes the OWNER and CONTRACTOR responsibilities for the Equipment indicated on Drawing M002 to be Furnished by Owner, as well as the logistical aspects of Equipment furnished by Owner.

1.02 OWNER PURCHASED EQUIPMENT AND MATERIAL

- A. All Equipment provided by the Owner for incorporation in the work shall be received and if necessary, stored by the Contractor at his expense. The Contractor shall include in his Contract/Bid price all costs in connection with off-loading, handling, storing, protecting, and installing such Equipment furnished him by the Owner through the vendor/manufacturer and shall make good all losses and breakage due to carelessness or negligence while same are in his possession. The obligations of the Contractor under this section shall not extend to defective equipment supplied by the Owner, and the Owner will reimburse the Contractor for Contractor's cost, for work in relation to defective Equipment furnished by the Owner.
- B. Contractor may contact the vendor/manufacturer directly, if desired, to obtain information, clarification, and for coordination. Owner and Architect shall receive documentation of all communications (phone conversation, e-mails, letters, etc.) between the Contractor(s) and manufacturer.
- C. Equipment furnished by Owner, to be installed by the Contractor will be as indicated on Drawing M002.
- D. A copy of the approved shop drawings and installation requirements for the Owner furnished equipment will be made available to the Contractor in PDF format.

1.03 OWNER RESPONSIBILITIES

- A. Submittals: Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. Delivery:
 - 1. General: Arrange and pay for product delivery to site, in accordance with construction schedule.
 - 2. Bill of Materials: Deliver supplier's documentation to Contractor.
 - 3. Inspection: Inspect jointly with Contractor.
 - 4. Claims: Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. Guarantees: Arrange for transfer of manufacturer's warranties, bonds, service, as required including manufacturer's inspections as required.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Submittals: Review shop drawings, product data and samples and submit to Architect with notification of any discrepancies or problems anticipated in use of the Owner furnished equipment.

- B. Schedule and coordinate the delivery of Owner furnished products purchased by Owner. Delivery:
 - 1. General: Designate delivery date for each product/Equipment item.
 - 2. Receiving: Receive and unload products at site. Handle products at site, including uncrating and storage.
 - 3. Inspection: Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
 - 4. Storage: Protect products from damage or exposure to elements.
- C. Contractor shall carefully examine each shipment of Owner purchased equipment or material upon arrival jointly with Owner and record damaged or defective items. Defective items shall also be brought to the attention of the Architect.
- D. Upon inspection and acceptance by the Contractor, the Contractor shall assume custody, and provide insurance for and be responsible for the Owner purchased equipment effective from the point of delivery to the Contractor Construction site, until final acceptance of the project by the Owner.
- E. Damaged or misplaced Owner furnished items shall be replaced by the Contractor. Replacements shall conform to the original equipment specifications.
- F. Installation, Testing, and Startup
 - a. Contractor shall have the same responsibilities for installation of materials and equipment provided by Owner as he would have if purchased by Contractor.
 - b. Upon completion of the installation, each piece of equipment and each system shall be tested for satisfactory operation without excessive noise, vibration, overheating, etc. Compliance shall be based on the equipment manufacturer's specifications and all applicable standards.
 - c. The Contractor shall schedule, coordinate, and facilitate startup and testing activities with the Owner and the manufacturer's technical representative.

1.05 OWNER-FURNISHED TECHNICAL ASSISTANCE

- A. A field service representative from the manufacturer(s) of the Owner-furnished equipment will be available to provide technical direction and certain other services.
- B. Contractor will be responsible for coordinating with manufacturer's representative for providing necessary services.
- C. The Owner-furnished equipment manufacturer(s) will provide technical services at no cost to the Contractor.

1.06 CONSTRUCTION DELAY

- A. Should Owner Furnished Equipment cause delay in the critical path of progress schedule, the Contractor shall notify Owner and Architect in writing. Only changes to the critical path will be evidence as changes in the Contract Time. However, the Contractor shall submit the Critical Path schedule within the Section 01 33 00 Submittals' required time frame, and track and notify Owner and Architect of any changes.

End of Section

**SECTION 01 65 00
PRODUCT DELIVERY REQUIREMENTS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope:
1. This Section includes the general requirements for preparing for shipping, delivering, and handling materials and equipment.
 2. Contractor shall make all arrangements for transporting, delivering, and handling of materials and equipment required for prosecution and completion of the Work.
 3. When required, move stored materials and equipment without additional compensation and without changes to the Contract Times.

1.2 SUBMITTALS

- A. Refer to individual Specification Sections for submittal requirements relative to delivering and handling materials and equipment.

1.3 PREPARING FOR SHIPMENT

- A. When practical, factory-assemble materials and equipment. Match mark or tag separate parts and assemblies to facilitate field assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable, protective coating.
- B. Package materials and equipment to facilitate handling, and protect materials and equipment from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate the associated purchase order number, bill of lading number, contents by name, Owner's contract name and number, Contractor name, equipment number, and approximate weight. Include complete packing lists and bills of materials with each shipment.
- C. Protect materials and equipment from exposure to the elements and keep thoroughly dry and dust-free at all times. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Lubricate bearings and other items requiring lubrication in accordance with manufacturer's instructions.
- D. Advance Notice of Shipments:
1. Keep Architect informed of delivery of all materials and equipment to be incorporated in the Work.
- E. Do not ship materials and equipment until:
1. Related Shop Drawings, Samples, and other submittals have been approved or accepted (as applicable) by Architect, including, but not necessarily limited to, all Action Submittals associated with the materials and equipment being delivered.
 2. Manufacturer's instructions for handling, storing, and installing the associated materials and equipment have been submitted to and accepted by Architect in accordance with the Specifications.
 3. Results of source quality control testing (factory testing), when required by the Contract Documents for the associated materials or equipment, have been reviewed and accepted by Architect.
 4. Facilities required for handling materials and equipment in accordance with manufacturer's instructions are in place and available.
 5. Required storage facilities have been provided.

1.4 DELIVERY

- A. Scheduling and Timing of Deliveries:
1. Arrange deliveries of materials and equipment in accordance with the accepted Progress Schedule and in ample time to facilitate inspection prior to installation.
 2. Schedule deliveries to minimize space required for and duration of storage of materials and equipment at the Site or delivery location, as applicable.
 3. Coordinate deliveries to avoid conflicting with the Work and conditions at Site, and to accommodate the following:

- a. Work of subcontractors and Owner.
 - b. Storage space limitations.
 - c. Availability of equipment and personnel for handling materials and equipment.
 - d. Owner's use of premises.
4. Deliver materials and equipment to the Site during regular working hours.
 5. Deliver materials and equipment to avoid delaying the Work and the Project, including work of other contractors, as applicable. Deliver anchor system materials, including anchor bolts to be embedded in concrete or masonry, in ample time to avoid delaying the Work.

B. Deliveries:

1. Shipments shall be delivered with Contractor's name, Subcontractor's name (if applicable), Site name, Project name, and contract designation (example: "ABC Construction Co., City of Somewhere, Idaho, Wastewater Treatment Plant Primary Clarifier Improvements, Contract 25, General Construction") clearly marked.
2. Site may be listed as the "ship to" or "delivery" address; but Owner shall not be listed as recipient of shipment unless otherwise directed in writing by Architect.
3. Provide Contractor's telephone number to shipper; do not provide Owner's telephone number.
4. Arrange for deliveries while CONTRACTOR's personnel are at the Site. Contractor shall receive and coordinate shipments upon delivery. Shipments delivered to the Site when Contractor is not present will be refused by Owner and/or Architect, and Contractor shall be responsible for the associated delays and additional costs, if incurred.

C. Containers and Marking:

1. Have materials and equipment delivered in manufacturer's original, unopened, labeled containers.
2. Clearly mark partial deliveries of component parts of materials and equipment to identify materials and equipment, to allow easy accumulation of parts, and to facilitate assembly.

D. Inspection of Deliveries:

1. Immediately upon delivery, inspect shipment to verify that:
 - a. Materials and equipment comply with the Contract Documents and approved or accepted (as applicable) submittals.
 - b. Quantities are correct.
 - c. Materials and equipment are undamaged.
 - d. Containers and packages are intact and labels are legible.
 - e. Materials and equipment are properly protected.
2. Promptly remove damaged materials and equipment from the Site and expedite delivery of new, undamaged materials and equipment, and remedy incomplete or lost materials and equipment to furnish materials and equipment in accordance with the Contract Documents, to avoid delaying progress of the Work.
3. Advise Architect in writing when damaged, incomplete, or defective materials and equipment are delivered, and advise Architect of the associated impact on the Progress Schedule.

1.5 HANDLING OF MATERIALS AND EQUIPMENT

- A. Provide equipment and personnel necessary to handle materials and equipment, including those furnished by Owner, by methods that prevent soiling or damaging materials and equipment and packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring, and otherwise damaging materials and equipment and surrounding surfaces.
- C. Handle materials and equipment by methods that prevent bending and overstressing.
- D. Lift heavy components only at designated lifting points.
- E. Handle materials and equipment in safe manner and as recommended by the manufacturer to prevent damage. Do not drop, roll, or skid materials and equipment off delivery vehicles or at other times during handling. Hand-carry or use suitable handling equipment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 66 00
PRODUCT STORAGE AND HANDLING REQUIREMENTS**

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Providing storage and protection of equipment, materials, products and supplies to be incorporated into construction; indicating such storage areas on Working Drawings, product packaging and handling; product transportation and delivery; and product Material Safety Data Sheets (MSDS).

1.2 RELATED SECTIONS

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 78 23: Operation and Maintenance Data

1.3 REFERENCES

- A. South Coast Air Quality Management District (SCAQMD):
 - 1. Rule 102 – Definition of Terms
 - 2. Rule 1113 – Architectural Coatings
 - 3. Rule 1168 – Adhesive and Sealant Applications
- B. Environmental Protection Agency (EPA) – for applicable regulations.

1.4 QUALITY ASSURANCE

- A. Comply with Project Quality Program Requirements (see 1.2 above).
- B. Materials, equipment, appliances, fixtures, and fabricated assemblies to be incorporated in the Work shall be new, except as may be indicated or specified otherwise in the Contract Documents.
- C. Materials, equipment, assemblies, and systems shall be manufactured, fabricated, handled, and incorporated into the Work so as to ensure completed Work meeting the Contract requirements.

1.5 SUBMITTALS

- A. Refer to Section 01 33 00 – Submittals, for submittal requirements and procedures.
- B. Working Drawings: Show locations of storage areas not indicated on Contract Drawings. Do not locate storage areas in dedicated streets, within drip line of shrubs and trees indicated to remain, in pedestrian ways, or on private property without approval of property owner
- C. Procedures to evaluate and implement storage and handling requirements and ensure that materials are stored accordingly.
- D. Material Safety Data Sheets (MSDS): Manufacturer’s Material Safety Data Sheets for each material used in Work.

1.6 DEFINITIONS

- A. VOC: Volatile Organic Compound, as defined in SCAQMD Rule 102 – Definition of Terms:
 - 1. Any volatile compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, ammonium carbonate, and exempt compounds.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials required for storage and protection of items specified: Durable, weatherproof, and painted to present appearance acceptable to Metro or its designee.

PART 3 – EXECUTION

3.1 PACKAGING AND HANDLING

- A. Protect items during transport and handling.
 - 1. Include lifting or handling provisions to facilitate Worksite unloading and handling.
- B. Protect projecting parts from damage and preclude personnel safety hazards.
- C. Provide Packaging to protect against adverse environmental conditions.
- D. Small parts shall be packaged in containers such as boxes, crates, or barrels to avoid dispersal and loss.
 - 1. Firmly secure an itemized list and description of contents to each such container.

3.2 TRANSPORTATION AND DELIVERY

- A. Deliver materials in undamaged condition, in manufacturer's original containers or packaging (where applicable), with identifying labels intact and legible.
- B. Deliver cement, prepared dry mortar mixes, grouting material, plaster, and coloring material in original, unopened and sealed containers, bearing the brand and manufacturer's name.
- C. Refer also to the individual Specifications Sections for detailed requirements as applicable.
- D. Perform receiving inspection of materials to ensure correct quantities, proper documentation and undamaged condition.

3.3 STORAGE

- A. Confine operations, including storage of materials, to areas authorized or accepted by Owner or its designee.
- B. Temporary buildings such as storage sheds, shops and offices, may be erected by Contractor only with approval of Owner or its designee; construct with labor and materials furnished by Contractor without additional expense to Owner.
 - 1. Temporary buildings and utilities will remain property of Contractor; and must be removed upon completion of Work.
- C. Palletize materials, products and supplies to be incorporated into construction; store off the ground, in areas indicated as storage areas on Contract Drawings and on accepted Working Drawings.
- D. Store items in manner to prevent damage and facilitate inspection. Leave seals, tags and labels intact and legible. Maintain access to products to allow inspection. Protect products which would be affected by adverse environmental conditions.
- E. Store items in manner to prevent damage to Owner's property.
- F. Replace materials damaged or lost during storage with acceptable materials. Damaged materials may be repaired for use in this Contract only when specifically allowed by Owner or its designee.
- G. Do not stack lumber higher than eight feet in unsecured areas. Conform to OSHA requirements. Periodically inspect stored products to ensure products are stored as specified and are free from damage and deterioration. Do not remove items from storage until they are to be incorporated into Work.
- H. Do not stack materials for incorporation into Work or for methods and means of construction higher than five feet when using city streets, sidewalks or decking as temporary storage area.
 - 1. Keep access to fire alarms and hydrants clear. Do not temporarily store materials within 15 feet of fire alarm and hydrant facilities.
- I. Store Owner Furnished Equipment in the same manner as Contractor supplied equipment.
- J. Implement provisions for installed storage of equipment as required, such as rotating motors, humidity control in cabinets, and like items.

- K. Follow manufacturer's instructions for material storage to the extent it is practical.
- L. Preserve tags, labels, shipping documents, and like items, that are necessary to maintain traceability of the materials.
- M. Establish a controlled distribution process to release materials for construction and maintain an accurate inventory.

3.4 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Furnish MSDS for materials to be incorporated in Work.
 - 1. Provide one or more file drawers in Contractor's field office (or other acceptable location) for filing of MSDS.
 - 2. File MSDS in accordance with Specification Section numbers, and make readily available to Owner or its designee; jurisdictional inspection authorities; and personnel engaged in Work.
- B. Post MSDS for material that are flammable or otherwise hazardous on bulletin board provided for this specific purpose.
 - 1. Locate bulletin board at Worksite, sheltered from rain and wind and readily accessible to personnel engaged in Work.

END OF SECTION

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**SECTION 01 70 00
PROJECT CLOSEOUT**

PART 1 – GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Provisions of this section apply to the procedural requirements for the actual closeout of the Work, not to administrative matters such as final payment or the changeover of insurance. Closeout requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the total Work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

1.2 PROCEDURES

- A. Substantial Completion:
 - 1. Prerequisites: Comply with the General Conditions and complete the following before requesting the Architect's inspection of the Work, or a designated portion of the Work, for certification of substantial completion.
 - a. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work enabling Owner's unrestricted occupancy and use.
 - b. Submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items.
 - c. Complete instruction of Owner's operating personnel, and start-up of systems.
 - d. Complete final cleaning, and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise Contractor of work that must be performed prior to issuance of the certificate of substantial completed. Results of the completed inspection will form the initial "punch-list" for final acceptance.
- C. Procedures at Final Acceptance:
 - 1. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of the Contractor's notice that, except for these items whose completion has been delayed due to circumstances that are acceptable to the Architect, the Work has been completed, including punch-list items from earlier inspections.
 - 2. Upon completion of re-inspection, the Architect will advise the contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

1.3 Record Documentation:

- A. Record Drawings: Maintain a complete set of either blue- or black-line prints of the contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark- up these drawings during the course of the work to show both changes and the actual installation, in sufficient detail to form a complete record for the Owner's purposes. Give particular attention to work that will be concealed and difficult to measure and record at a later date, and work that may require servicing or replacement during the life of the project. Transfer the mark-ups to a clean set of blackline prints or digital copy. See Section 01 78 39, Record Project Record Documents. Require the entities marking prints to sign and date each mark-up.

1.4 GENERAL CLOSEOUT REQUIREMENTS

- A. Operator Instructions: Require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on-location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems.

1.5 FINAL CLEANING

- A. At the time of project closeout, clean or re-clean the work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completions
1. Remove non-permanent protection and labels
 2. Clean exposed finishes, including windows, interior and exterior
 3. Touch-up minor finish damage
 4. Remove debris
 5. Broom-clean and vacuum area
 6. Sweep and wash paved areas
 7. Police yards, grounds

END OF SECTION

**SECTION 01 71 23
FIELD ENGINEERING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Quality Assurance
 - 2. Submittals
 - 3. Project Record Documents
 - 4. Survey Requirements
 - 5. Examination
 - 6. Survey Reference Points
- B. Related Sections:
 - 1. Section 01 49 00 - Geotechnical Data: Owner's topographic survey.
 - 2. Section 01 77 00 - Closeout Procedures

1.2 QUALITY ASSURANCE

- A. Employ a Land Surveyor or Engineer registered in the State of Florida and acceptable to the Owner, to perform survey work of this section.
- B. Submit evidence of Surveyor's or Engineer's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.3 SUBMITTALS

- A. Submit a copy of registered site drawing and a certificate signed by the Land Surveyor or Engineer, that the elevations and locations of the Work are in conformance with Contract Documents.
- B. On request, submit documentation verifying accuracy of survey work.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

1.5 SURVEY REQUIREMENTS

- A. Provide all survey work required for horizontal and vertical location of all work in this Project. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- C. Submit Project Record Documents under provisions of Section 01 78 39.
- D. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means.
- E. Periodically verify layouts by same means

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify locations of survey control points prior to starting work. Verify set-backs and easements, confirm drawing dimensions and elevations. B. Promptly notify Owner's Representative of any discrepancies discovered.

3.2 SURVEY REFERENCE POINTS

- A. Contractor to locate and protect survey control and reference points.
- B. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- C. Promptly report to Owner's Representative the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- D. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Owner's Representative.

END OF SECTION

SECTION 01 73 00 EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. As with all of the Specification Sections, Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections:
 - 1. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 2. Division 07 Section "Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work. See A202 General Conditions 3.14.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work. See A202 General Conditions 3.14.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning any work, investigate and verify the existence and location of existing mechanical and electrical systems, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, roofs, etc. for suitable conditions where products & systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect/Engineer according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect/Engineer promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90" in unoccupied spaces
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80°F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
 - C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

SECTION 01 73 29 CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. As with all of the Specification Sections, Drawings and general provisions of contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Related Sections:
 - 1. Refer to other sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - 2. Refer to all sections of the Specifications of Project Manual for other requirements and limitations applicable to cutting and patching.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
 - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate all procedures and resolve all potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.

- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with original Installer's recommendations.
 - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill.
 - 4. Comply with requirements of applicable Division 2 sections where cutting and patching requires excavating and backfilling.
 - 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting:
 - a. Notify the Owner and Architect in writing.
 - b. Cut-off pipe or conduit in walls or partitions to be removed.
 - c. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
 - 6. Coordinate with Owner's prior to making any penetrations of the existing roof.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area received primer and second coat, unless specific stop-point is identified and approved in advance by Architect.
 - 4. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Coordinate with the Owner on the proper method and procedure of flashing and repairing unintended penetrations on a roof.
 - 6. Patch and seal all space around ducts, conduits, and piping penetrations to exterior walls. This requirement applies to both new and existing conditions.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION

**SECTION 01 74 13
PROGRESS CLEANING**

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor shall provide all progress cleaning including for the Work of assigned sub-contractors.
 - 1. During the progress of the Work, the Contractor shall store materials and equipment in an orderly manner and shall at all times keep the premises free from debris, litter, rubbish, and obstruction.

1.2 SAFETY REQUIREMENTS

- A. Comply with the requirements of Authorities having jurisdiction.

PART 2 – PRODUCTS

2.1 CLEANING MATERIALS

- A. Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- B. Cleaning agents shall meet Green Globes Standards
- C. Floor cleaners shall comply with maximum allowable VOC content.
- D. Disposable paper products, supplies, and trash bags shall meet the minimum requirements of the US Environmental Protection Agency's Comprehensive Procurement Guidelines.

PART 3 – EXECUTION

3.1 PROGRESS CLEANING

- A. Provide progress cleaning.
- B. Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by his employees or work, and at the completion of his work shall remove all such surplus material, waste material, dirt and rubbish, as well as his tools, equipment and scaffolding, and shall leave his work clean and spotless, unless more exact requirements are specified. In case of dispute, the Owner may remove all such items and charge the cost of such removal to the Contractor.
- C. Each sub-contractor shall perform his clean-up daily and shall transport his rubbish to an on-site location designated by the Contractor, who will arrange for its removal.
- D. At no time shall the Owner's waste containers be used. Requests for dumpster usage and placement must be verified with the Owner. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- E. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations
- F. Employ experienced workers or professional cleaners for progress cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

END OF SECTION

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**SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT**

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section specifies the requirements for the management of non-hazardous building construction and demolition waste.
- B. Waste disposal in landfills shall be minimized to the greatest extent possible. Of the inevitable waste that is generated, as much of the waste material as economically feasible shall be salvaged, recycled or reused.
- C. Contractor shall use all reasonable means to divert construction and demolition waste from landfills and incinerators, and facilitate their salvage and recycle not limited to the following:
 - 1. Waste Management Plan development and implementation.
 - 2. Techniques to minimize waste generation.
 - 3. Sorting and separating of waste materials.
 - 4. Salvage of existing materials and items for reuse or resale.
 - 5. Recycling of materials that cannot be reused or sold.
- D. At a minimum the following waste categories shall be diverted from landfills:
 - 1. Soil.
 - 2. Inerts (eg, concrete, masonry and asphalt).
 - 3. Clean dimensional wood and palette wood.
 - 4. Green waste (biodegradable landscaping materials).
 - 5. Engineered wood products (plywood, particle board and I-joists, etc).
 - 6. Metal products (eg, steel, wire, beverage containers, copper, etc).
 - 7. Cardboard, paper and packaging.
 - 8. Bitumen roofing materials.
 - 9. Plastics (eg, ABS, PVC).
 - 10. Carpet and/or pad.
 - 11. Gypsum board.
 - 12. Insulation.
 - 13. Paint.
 - 14. Fluorescent lamps.

1.2 RELATED WORK

- A. Section 02 41 00, DEMOLITION.
- B. Division 1, General Requirements

1.3 QUALITY ASSURANCE

- A. Contractor shall practice efficient waste management when sizing, cutting and installing building products. Processes shall be employed to ensure the generation of as little waste as possible. Construction /Demolition waste includes products of the following:
 - 1. Excess or unusable construction materials.
 - 2. Packaging used for construction products.
 - 3. Poor planning and/or layout.
 - 4. Construction error.
 - 5. Over ordering.
 - 6. Weather damage.
 - 7. Contamination.
 - 8. Mishandling.
 - 9. Breakage.
- B. Establish and maintain the management of non-hazardous building construction and demolition waste set forth herein. Conduct a site assessment to estimate the types of materials that will be generated by demolition and construction.

- C. Contractor shall develop and implement procedures to recycle construction and demolition waste to a minimum of 50%.
- D. Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling. Any revenues or savings obtained from salvage or recycling shall accrue to the contractor.
- E. Contractor shall provide all demolition, removal and legal disposal of materials. Contractor shall ensure that facilities used for recycling, reuse and disposal shall be permitted for the intended use to the extent required by local, state, federal regulations. The Whole Building Design Guide website <http://www.wbdg.org/tools/cwm.php> provides a Construction Waste Management Database that contains information on companies that haul, collect, and process recyclable debris from construction projects.
- F. Contractor shall assign a specific area to facilitate separation of materials for reuse, salvage, recycling, and return. Such areas are to be kept neat and clean and clearly marked in order to avoid contamination or mixing of materials.
- G. Contractor shall provide on-site instructions and supervision of separation, handling, salvaging, recycling, reuse and return methods to be used by all parties during waste generating stages.
- H. Record on daily reports any problems in complying with laws, regulations and ordinances with corrective action taken.

1.4 TERMINOLOGY

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial and industrial waste resulting from construction, remodeling, repair and demolition operations.
- B. Clean: Untreated and unpainted; uncontaminated with adhesives, oils, solvents, mastics and like products.
- C. Construction and Demolition Waste: Includes all non-hazardous resources resulting from construction, remodeling, alterations, repair and demolition operations.
- D. Dismantle: The process of parting out a building in such a way as to preserve the usefulness of its materials and components.
- E. Disposal: Acceptance of solid wastes at a legally operating facility for the purpose of land filling (includes Class III landfills and inert fills).
- F. Inert Backfill Site: A location, other than inert fill or other disposal facility, to which inert materials are taken for the purpose of filling an excavation, shoring or other soil engineering operation.
- G. Inert Fill: A facility that can legally accept inert waste, such as asphalt and concrete exclusively for the purpose of disposal.
- H. Inert Solids/Inert Waste: Non-liquid solid resources including, but not limited to, soil and concrete that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board, and does not contain significant quantities of decomposable solid resources.
- I. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- J. Mixed Debris Recycling Facility: A solid resource processing facility that accepts loads of mixed construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing non-recyclable materials.
- K. Permitted Waste Hauler: A company that holds a valid permit to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.
- L. Recycling: The process of sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.

1. On-site Recycling – Materials that are sorted and processed on site for use in an altered state in the work, i.e. concrete crushed for use as a sub-base in paving.
 2. Off-site Recycling – Materials hauled to a location and used in an altered form in the manufacture of new products.
- M. Recycling Facility: An operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of new products. Depending on the types of materials accepted and operating procedures, a recycling facility may or may not be required to have a solid waste facilities permit or be regulated by the local enforcement agency.
- N. Reuse: Materials that are recovered for use in the same form, on-site or off-site.
- O. Return: To give back reusable items or unused products to vendors for credit.
- P. Salvage: To remove waste materials from the site for resale or re-use by a third party.
- Q. Source-Separated Materials: Materials that are sorted by type at the site for the purpose of reuse and recycling.
- R. Solid Waste: Materials that have been designated as non-recyclable and are discarded for the purposes of disposal.
- S. Transfer Station: A facility that can legally accept solid waste for the purpose of temporarily storing the materials for re-loading onto other trucks and transporting them to a landfill for disposal, or recovering some materials for re-use or recycling.

1.5 SUBMITTALS

- A. In accordance with Section 01 33 00, Submittals
- B. Prepare and submit to the Resident Engineer a written demolition debris management plan. The plan shall include, but not be limited to, the following information:
1. Procedures to be used for debris management.
 2. Techniques to be used to minimize waste generation.
 3. Analysis of the estimated job site waste to be generated:
 - a. List of each material and quantity to be salvaged, reused, recycled.
 - b. List of each material and quantity proposed to be taken to a landfill.
 4. Detailed description of the Means/Methods to be used for material handling.
 - a. On site: Material separation, storage, protection where applicable.
 - b. Off site: Transportation means and destination. Include list of materials.
 - 1) Description of materials to be site-separated and self-hauled to designated facilities.
 - 2) Description of mixed materials to be collected by designated waste haulers and removed from the site.
 - c. The names and locations of mixed debris reuse and recycling facilities or sites.
 - d. The names and locations of trash disposal landfill facilities or sites.
 - e. Documentation that the facilities or sites are approved to receive the materials.
- C. Designated Manager responsible for instructing personnel, supervising, documenting and administer over meetings relevant to the Waste Management Plan.
- D. Monthly summary of construction and demolition debris diversion and disposal, quantifying all materials generated at the work site and disposed of or diverted from disposal through recycling.

1.6 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced by the basic designation only. In the event that criteria requirements conflict, the most stringent requirements shall be met.
- B. U.S. Green Building Council (USGBC):
LEED Green Building Rating System for New Construction

1.7 RECORDS

- A. Maintain records to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. Records shall be kept in accordance with the LEED Reference Guide and LEED Template.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. List of each material and quantity to be salvaged, recycled, reused.
- B. List of each material and quantity proposed to be taken to a landfill.
- C. Material tracking data: Receiving parties, dates removed, transportation costs, weight tickets, tipping fees, manifests, invoices, net total costs or savings.

PART 3 - EXECUTION

3.1 COLLECTION

- A. Provide all necessary containers, bins and storage areas to facilitate effective waste management.
- B. Clearly identify containers, bins and storage areas so that recyclable materials are separated from trash and can be transported to respective recycling facility for processing.
- C. Hazardous wastes shall be separated, stored, disposed of according to local, state, federal regulations.

3.2 DISPOSAL

- A. Contractor shall be responsible for transporting and disposing of materials that cannot be delivered to a source-separated or mixed materials recycling facility to a transfer station or disposal facility that can accept the materials in accordance with state and federal regulations.
- B. Construction or demolition materials with no practical reuse or that cannot be salvaged or recycled shall be disposed of at a landfill or incinerator.

3.3 REPORT

- A. With each application for progress payment, submit a summary of construction and demolition debris diversion and disposal including beginning and ending dates of period covered.
- B. Quantify all materials diverted from landfill disposal through salvage or recycling during the period with the receiving parties, dates removed, transportation costs, weight tickets, manifests, invoices. Include the net total costs or savings for each salvaged or recycled material.
- C. Quantify all materials disposed of during the period with the receiving parties, dates removed, transportation costs, weight tickets, tipping fees, manifests, invoices. Include the net total costs for each disposal.

END OF SECTION

**SECTION 01 74 23
FINAL CLEANING**

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor: Provide all final cleaning including for the Work of assigned Sub-contractors.
 - 1. At completion of work remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere
 - 1. 01 74 13 – Progress Cleaning

1.3 SAFETY REQUIREMENTS

- A. Comply with the requirements of Authorities having jurisdiction

PART 2 – PRODUCTS

2.1 CLEANING MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- B. Cleaning agents shall meet Green Seal GS-37 Standards.
- C. Floor cleaners shall comply with the California Code of Regulations maximum allowable VOC content.
- D. Disposable paper products, supplies and trash bags shall meet the minimum requirements of the US Environmental Protection Agency's Comprehensive Procurement Guidelines.
- E. Use only products that comply with Green Globes Standards for maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Do not conflict with related Project Sections. Resolve with AE should any conflicts arise.
- B. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- C. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- D. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 4. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - 5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

7. Sweep concrete floors broom clean in unoccupied spaces.
 8. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 9. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 10. Remove labels that are not permanent.
 11. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 12. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to specified finish.
 - a. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces to ensure performance.
 13. Contractor vacuum clean and mop all surfaces of pedestal floors and supports, including entire area beneath pedestal floors.
 14. Ventilating Contractor replace air handling (conditioning) filters if units were operated during construction. Clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 15. Ventilating Contractor vacuum clean ducts, blowers and coils, when directed by AE.
 16. Each contractor maintain finally cleaned areas until project, or designated portion thereof, is accepted by the Owner.
 17. Wipe surfaces of mechanical and electrical equipment, elevator equipment,, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 18. Replace parts subject to unusual operating conditions.
 19. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 20. First subparagraph below describes a major work item that may be disruptive to closeout procedures.
 21. Clean ducts, blowers, and coils if units were operated without filters during construction, unless said operation is prohibited elsewhere or violates equipment warranty.
 22. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 23. Leave Project clean and ready for occupancy.
- E. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. As with all of the Specification Sections, Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures
 2. Warranties
 3. Final cleaning
- B. Related Sections include the following:
1. Division 1 Section "Application and Certification for Payment"
 2. Division 1 Section "Project Record Documents"
 3. Division 1 Section "Operation and Maintenance Data"
 4. Division 1 Section "Demonstration and Training"
 5. Division 2-16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems
 9. Submit test/adjust/balance records
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities
 12. Submit changeover information related to Owner's occupancy, use, operation and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Contractor will be charged for Architect's, Consulting Engineer's, and Owner's time incurred to re-inspect incomplete work.
 2. Results of completed inspection will form the basis of requirements to Final Completion

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Application and Certification for Payment"
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final completion and continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will approve preparation of the final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Contractor will be charged for Architect's, Consulting Engineer's, and Owner's time incurred to re-inspect incomplete work.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification for each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name
 - b. Date
 - c. Name of Architect
 - d. Name of Contractor
 - e. Page Number

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties for designated portions of the Work where commencement of warranties other than the date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the Owner during construction indicated.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy duty, 3 ring, vinyl covered, loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ x 11 inch paper.
 2. Provide heavy paper dividers with plastic covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project Name, and name of the Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health, property, environment, or that may cause damage to finished surfaces.

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. Provide final cleaning. Conduct cleaning and waste removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of the Project:
 - a. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas. Clean these areas of all rubbish, waste material, litter and other foreign objects.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even textured surface.
 - d. Remove tools, construction equipment, machinery and surplus materials from Project site.
 - e. Clean exposed exterior and interior hard surface finishes to a dirt free condition. These areas shall be free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces that cannot be satisfactorily repaired or restored, or that already show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace all disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers and coils if units were operated without filters during construction. Operation of units without filters is not permitted.
 - q. Leave Project clean and ready for occupancy.
- C. Final Paperwork: Prior to final payment, Contractor shall deliver the following items to the Architect
 - 1. Contractor's written one (1) year warranty of materials and workmanship
 - 2. All guarantees, warranties, and copies of all returned submittals and RFIs
 - 3. Receipts for extra materials delivered to the Owner
 - 4. One set of "As-Built" Drawings consisting of a complete set of Construction Drawings which have been revised to reflect any changes made in the field.

- D. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects and other pests. Prepare a report.
- E. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove all waste materials from Project site and dispose of lawfully.

END OF SECTION

**SECTION 01 78 23
OPERATION AND MAINTENANCE DATA**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. As with all of the Specification Sections, Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory
 - 2. Emergency manuals
 - 3. Operation manuals for systems, subsystems and equipment
 - 4. Maintenance manuals for the care and maintenance of products, materials and finishes, systems and equipment
- B. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures"
 - 2. Division 1 Section "Closeout Procedures"
 - 3. Division 1 Section "Project Record Documents"
 - 4. Division 2-33 Sections for specific operation and maintenance manual requirements for the Work in those Sections

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment or subsystems united by regular interaction
- B. Sub-system: A portion of a system with characteristics similar to a system

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection. Correct or modify each manual to comply with Architect's comments. Submit 4 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory authorized service representative, assemble and coordinate information furnished by representative and prepare manuals.
- B. Operation and Maintenance documentation shall contain accurate "Record Set" information to permit the St. Johns River State College Maintenance personnel to take over maintenance with instruction sufficient to ensure operation and maintenance in accordance with manufacturer's specifications.

PART 2 – PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents
 - 2. List of systems
 - 3. List of equipment
 - 4. Table of contents

- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHARE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems".

2.2 MANUALS, GENERAL

- A. Manuals shall contain only information on systems and products installed
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title Page
 - 2. Table of Contents
 - 3. Manual Contents
- C. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual
 - 2. Name and address of Project
 - 3. Name and address of Owner
 - 4. Date of submittal
 - 5. Name, address and telephone number of Contractor
 - 6. Name and address of Architect
 - 7. Cross reference to related systems in other operation and maintenance manuals
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem and equipment. If possible, assemble instructions or subsystems, equipment and components of one system into a single binder
 - 1. Binders: Heavy duty, 3 ring, vinyl covered, loose leaf binders, in thickness necessary to accommodate contents, sized to hold 8 ½ x 11 inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by a subsystem and related components. Cross reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system
 - b. Identify each binder on front and spine with printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name and subject matter of contents. Indicate volume number for multiple volume sets.
 - 2. Dividers: Heavy paper dividers with plastic covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - 4. Supplementary Text: Prepared on 8 ½ x 11 inch white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts

- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawings titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency
 - 2. Emergency instructions
 - 3. Emergency procedures
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire
 - 2. Flood
 - 3. Gas Leak
 - 4. Water Leak
 - 5. Power Failure
 - 6. Water Outage
 - 7. System, subsystem, or equipment failure
 - 8. Chemical release or spill
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping
 - 2. Shutdown instructions for each type of emergency
 - 3. Operating instructions for conditions outside normal operating limits
 - 4. Required sequences for electric or electronic systems
 - 5. Special operating instructions and procedures

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem and equipment descriptions
 - 2. Performance and design criteria if Contractor is delegated design responsibility
 - 3. Operating standards
 - 4. Operating procedures
 - 5. Operating logs
 - 6. Wiring diagrams
 - 7. Control diagrams
 - 8. Piped system diagrams
 - 9. Precautions against improper use
 - 10. License against improper use
- B. Descriptions: Include the following:
 - 1. Product name and model number
 - 2. Manufacturer's name
 - 3. Equipment identification with serial number of each component
 - 4. Equipment function
 - 5. Operating characteristics
 - 6. Limiting conditions
 - 7. Performance curves
 - 8. Engineering data and tests
 - 9. Complete nomenclature and number of replacement parts
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures
 - 2. Equipment or system operating instructions
 - 3. Routine and normal operating instructions
 - 4. Regulation and control procedures

5. Instructions on stopping
6. Normal shutdown instructions
7. Seasonal and weekend operating instructions
8. Required sequences for electric or electronic systems
9. Special operating instructions and procedures

- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed
- E. Piped Systems: Diagram piping as installed, and identify color coding where required for identification

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross reference Specification Section number and title in Project Manual
- C. Product Information: Include the following, as applicable:
 1. Product name and model number
 2. Manufacturer's name
 3. Color, pattern and texture
 4. Material and chemical composition
 5. Re-ordering information for specially manufactured products
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures
 2. Types of cleaning agents to be used and methods of cleaning
 3. List of cleaning agents and methods of cleaning detrimental to product
 4. Schedule for routine cleaning and maintenance
 5. Repair instructions
- E. Contractor shall consolidate manufacturer's schedules with a single master schedule for required maintenance
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address and telephone number of Installer or supplier and maintenance service agent, and cross reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 1. Standard printed maintenance instructions and bulletins
 2. Drawings, diagrams and instructions required for maintenance, including disassembly and component removal, replacement and assembly
 3. Identification and nomenclature of parts and components
 4. List of items recommended to be stocked as spare parts

- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 1. Test and inspection instructions
 2. Troubleshooting guide
 3. Precautions against improper maintenance
 4. Disassembly; component removal, repair and replacement; reassembly instructions
 5. Aligning, adjusting and checking instructions
 6. Demonstration and training DVD, if available
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semi-annual and annual frequencies
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds. Include procedures to follow and required notifications for warranty claims.

PART 3 – EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation and maintenance manuals
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem and piece of equipment not part of a system.
 1. Engage a factory authorized service representative to assemble and prepare information for each system, subsystem and piece of equipment not part of a system
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel
- E. Manufacturer's Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data includes more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 1. Prepare supplementary text if manufacturers' standard printed data are not available and where information is necessary for proper operation and maintenance of equipment of systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of installation.
 1. Do not use original Product Record Documents as part of operation and maintenance manuals
 2. Comply with requirements of newly prepare Record Drawings in Division 1 Section "Project Record Documents"

- G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

**SECTION 01 78 39
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included:
 - 1. Throughout progress of the Work of this Contract, maintain an accurate record of all changes in the Contract Documents, as described in Article 3.1 below.
 - 2. Upon completion of the Work of this Contract, transfer the recorded changes to a set of Record Documents, as described in Article 3.2 below.
- B. Related Work Described Elsewhere:
 - 1. Section 01 33 00, Submittals, and through-out other Sections such as Plumbing, Mechanical, Electrical, etc.

1.2 QUALITY ASSURANCE

- A. General: Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff.
- B. Accuracy of Records: Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to properly show the change. Accuracy of records shall be such that future searches for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents.
- C. Timing of Entries: Make all entries within 24 hours after receipt of information and actual work.

1.3 SUBMITTALS

- A. General: The Architect's approval of the current status of Record Documents will be a prerequisite to his approval of requests for progress payment and request for final payment under the Contract.
- B. Progress Submittals: Prior to submitting each request for progress payment, secure the Architect's approval of the Record Documents as currently maintained.
- C. Final Submittal: Prior to submitting request for final payment, submit the final Record Documents to the Architect and secure his approval.

1.4 PRODUCT HANDLING

- A. Use all means necessary to maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final Record Documents. In the event of loss of recorded data, use all means necessary to secure the data to the Architect's approval; such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job Set: Promptly following award of Contract, secure from the Architect, at no charge to the Contractor, one complete set of all documents comprising the Contract.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Identification: Immediately upon receipt of the job set described in Paragraph 2.1A above, identify each of the documents with the title "RECORD DOCUMENTS - JOB SET".
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Architect.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer of data to final Record Documents.
 - 3. Maintain the job set at the site of Work as that site is designated by the Architect.
- C. Making Entries on Drawings: Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by note and by graphic line, as required. Date all entries. Call attention to the entry by a "cloud" around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.
- D. Making Entries on Other Documents:
 - 1. Where changes are caused by directives issued by the Architect, clearly indicate the change by note in ink, colored pencil, or rubber stamp.
 - 2. Where changes are caused by Contractor originated proposals approved by the Architect, including inadvertent errors by the Contractor which have been accepted by the Architect, clearly indicate the change by note in erasable colored pencil.
 - 3. Make entries in the pertinent documents as approved by the Architect.
- E. Conversion of Schematic Layouts:
 - 1. In most cases on the drawings, arrangement of conduits and circuits, piping, ducts, and other similar items, is shown schematically and is not intended to portray precise physical layout. Final physical arrangement is as determined by the Contractor, subject to the Architect's approval. However, design of future modifications of the facility may require accurate information as to the final physical arrangement of items which are shown only schematically on the drawings.
 - 2. Show on the job set of Record Drawings, by dimension accurate to within 1", the center line of each run of items such as described in Paragraph E.1 above. Clearly identify the item by accurate note such as "cast iron drain", "galv. water", etc. Show by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", etc.). Make all identification sufficiently descriptive that it may be related reliably to the specifications.
 - 3. The Architect may waive the requirements for conversion of schematic data where, in the Architect's judgment, such conversion serves no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.
 - 4. Timing of Entries: Be alert to changes in the work from how it is shown in the Contract Documents. Promptly, and in no case later than 24 hours after the change has occurred and been made known to the Contractor, make the entry or entries required.
 - 5. Accuracy of entries: Use all means necessary, including the proper tools for measurement, to determine actual locations of the installed items.

3.2 FINAL RECORD DOCUMENTS

- A. General: The purpose of the final Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of design to proceed safely without lengthy and expensive site measurement, investigation, and examination.
- B. Transfer of Data to Drawings: Carefully transfer all change data shown on the job set of Record Drawings to corresponding final record set of prints, coordinating the changes as required, and clearly indicating at each affected detail and other drawing the full description of all changes made during construction and the actual location of items. Call attention to each entry by drawing a "cloud" around the area or areas affected. Make all change entries on the drawings neatly, consistently, and in ink or crisp black pencil.
- C. Transfer of Data to Other Documents: If the Documents other than Drawings have been kept clean successfully during progress of the Work, and if entries have been sufficiently orderly thereon to the approval of the Architect, the job set of those documents (other than drawings) will be accepted by the Architect as final Record Documents for those Documents. If any such Document is not so approved by the Architect, secure a new copy of that document from the Architect as the Architect's

usual charge for reproduction; carefully transfer the change data to the new copy and to the approval of the Architect.

- D. Review and Approval: Submit the completed total set of Record Documents to the Architect as described in Paragraph 1.3C above. Participate in review meeting or meetings as required by the Architect, make all required changes in the Record Documents to the Architect.

END OF SECTION

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**SECTION 01 79 00
DEMONSTRATION AND TRAINING**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 0 and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems and equipment
 - 2. Training in operation and maintenance of systems, subsystems and equipment
 - 3. Demonstration and training DVDs
- B. Related Sections:
 - 1. Divisions 2 through 33 Sections for specific requirements for demonstration and training for products in those Sections

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program of demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time and instructor's names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules utilizing manufacturer produced demonstration and training DVD for systems, equipment and products in lieu of live instruction module
- B. Qualification Data: For instructor
- C. Attendance Record: For each training module, submit list of participants and length of instruction time
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance based tests.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within 7 days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project
 - b. Name and address of videographer
 - c. Name of Architect
 - d. Name of Contractor
 - e. Date of recording
 - 2. Transcript: Prepared on 8 ½ x 11 inch paper, punched and bound in heavy duty, 3 ring, vinyl covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding DVD. Include name of Project and date of recording on each page.
 - 3. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory authorized service representative, complying with requirements in Division 1 Section "Quality Requirements", experienced in operation and maintenance procedures and training.

- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination". Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructor personnel, audiovisual equipment and facilities needed to avoid delays
 - 3. Review required content of instruction
 - 4. For instruction that must occur outside, review forecasted weather conditions and procedures to follow if conditions are unfavorable

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time and course content.
- C. Coordinate content of training modules with content of approved emergency, operation and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by the Architect.

PART 2 – PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that each participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment or component as required by the Contract Documents:
 - 1. Operational and Maintenance Requirements and Criteria
 - a. Calibration Strategy for Outdoor Exhaust Dampers
 - b. Carbon Dioxide Monitoring Protocol
 - c. Carbon Monoxide Monitoring Protocol
 - d. Chemical Management and Minimization Policy
 - e. Energy Metering Report Plan
 - f. Low Impact Site and Green Building Exterior Management Plan
 - g. Operation Schedule for EPA Water Sense/Smart Water Applications, Smart Controllers and Rain Shut off Devices
 - h. Integrated Pest Management Plan
 - i. Site Maintenance Contracts
 - j. Waste Minimization Plan
 - k. Water Efficiency and Verification Plan
 - l. Schedule for HVAC and Filter Maintenance
 - m. General Sustainable Housekeeping
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals
 - b. Operations manuals
 - c. Maintenance manuals
 - d. Project record documents
 - e. Identification systems
 - f. Warranties and bonds
 - g. Maintenance service agreements and similar continuing commitments
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meanings of warnings, trouble indications and error messages
 - b. Instructions on stopping
 - c. Shutdown instructions for each type of emergency

- d. Operating instructions for conditions outside of normal operating limits
- e. Sequences for electric or electronic systems
- f. Special operating instructions and procedures
- 4. Operations: Include the following, as applicable:
 - a. Startup procedures
 - b. Equipment or system break-in procedures
 - c. Routine and normal operating instructions
 - d. Regulation and control procedures
 - e. Control sequences
 - f. Safety procedures
 - g. Instructions on stopping
 - h. Normal shutdown instructions
 - i. Operating procedures for emergencies
 - j. Operating procedures for system, subsystem or equipment failure
 - k. Seasonal and weekend operating instructions
 - l. Required sequences for electric or electronic systems
 - m. Special operating instructions and procedures
- 5. Adjustments: Include the following:
 - a. Alignments
 - b. Checking adjustments
 - c. Noise and vibration adjustments
 - d. Economy and efficiency adjustments
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions
 - b. Test and inspection procedures
- 7. Maintenance: Include the following:
 - a. Inspection procedures
 - b. Types of cleaning agents to be used and methods of cleaning
 - c. List of cleaning agents and methods of cleaning detrimental to product
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance
 - f. Procedures for routine maintenance
 - g. Instructions on use of special tools
- 8. Repairs: Include the following:
 - a. Diagnosis instructions
 - b. Repair instructions
 - c. Disassembly; component removal, repair and replacement; reassembly instructions
 - d. Instructions for identifying parts and components
 - e. Review of spare parts needed for operation and maintenance

PART 3 – EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 1 Section "Operations and Maintenance Data".
- B. Set up instructional equipment at instruction location

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors and to coordinate between Contractor and Owner for number of participants, instruction times and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate and maintain systems, subsystems and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria and regulatory requirements
 - 2. Owner will furnish instructor to describe Owner's operational philosophy
 - 3. Owner will furnish Contractor with names and positions of participants

- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner at least seven days in advance
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance based test..
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing prior to training use.

3.3 DEMONSTRATION AND TRAINING DVDS

- A. General: Engage a qualified commercial videographer to record demonstration and training DVDs. Record each module separately. Include classroom instructions and demonstrations, board diagrams and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline
- B. Format: Provide high quality color DVD with menu navigation
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Transcript: Provide a transcript of the narration. Display images and running time captured from recording opposite the corresponding narration segment.
- E. Pre-Produced Recordings: Provide recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION