PROJECT MANUAL
for

North Campus Stadium Fence

1231 W Kemper Rd, Cincinnati, OH 45240

for

Winton Woods City Schools
825 Waycross Suite A, Cincinnati, OH 45240

SHP Comm. No. 2024052.01
September 9, 2024

312 Plum Street, Suite 700
Cincinnati, Ohio 45202
(513) 381-2112

BID DOCUMENTS

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DOCUMENT 00 11 13 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

A. Notice to Bidders: Bidders to submit bids for Project as described in this Document and in accordance with the Instructions to Bidders.

B. Project Identification: **North Campus Stadium Fence**
1. Project Location: 1231 W Kemper Road, Cincinnati, Ohio 45240

C. Owner: Winton Woods City Schools, 825 Waycross Road, Suite A, Cincinnati, Ohio 45240

D. Architect: SHP.

E. Project Description: Project consists of replacement fencing for the Winton Woods North Campus Stadium.
1. Project cost range is anticipated to be under **$165,000 base bid.**

F. Construction Contract: Bids will be received for the following Work:
1. General contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Bid Submittal, Printed or Electronic: Owner will receive sealed bids until the Bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders and delivered as follows:
1. Bid Date: **September 24, 2024**
2. Bid Time: **11:00am, local time.**
3. Printed Bid Location: **Winton Woods City Schools Central Office 825 Waycross Road, Suite A Cincinnati, Ohio 45240.**
4. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

A. Submit bid security with each Bid in the stipulated form and in the amount identified in the Instructions to Bidders.

1.4 PREBID MEETING

A. Prebid Meeting: A prebid meeting for Bidders will not be held, however, bidders are strongly encouraged to visit the site and inspect the existing conditions.

1.5 BIDDING DOCUMENTS

A. Bidding Documents, Printed or Electronic: Obtain after September 9, 2024 by contacting Key Companies, https://www.keycompanies.com/
1. Documents will be forwarded at bidder’s expense.

1.6 NOTIFICATION

A. This Advertisement for Bids document is issued by Board of Education – Jeremy Day, Executive Director of Business Affairs.

END OF DOCUMENT 00 11 13

AIA® Document A701™ – 2018

Instructions to Bidders

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

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

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

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

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

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

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

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

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

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

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

ARTICLE 6 POST-BID INFORMATION
§ 6.1 Contractor's Qualification Statement
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

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

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 Bond Requirements
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

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

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

.1 AIA Document A101 2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201 2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

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Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

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

[ ] AIA Document E204□ □2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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DOCUMENT 00 21 14 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

NOTE:
This section shall serve to supplement, modify, change and/or clarify provisions of the Instructions to Bidders (AIA Document A-701, 2018 Edition, "Instructions to Bidders"). Where an Article of the Instructions to Bidders is not modified or a Paragraph, Subparagraph, or Clause thereof is not modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect. Where items of this section directly conflict with those of the Instructions to Bidders, the provisions of this section shall prevail.

ARTICLE 3 BIDDING DOCUMENTS

3.1 Distribution

Delete Paragraph 3.1.1 and replace with the following:
"3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid."

Delete Paragraph 3.1.2 in its entirety.

3.2 Modification or Interpretation of Bidding Documents

Add Paragraph 3.2.1.1 as follows:
"3.2.1.1 Each Bidder is responsible for calling to the attention of the Architect any ambiguities, inconsistencies, errors, or omissions which may occur in the documents for their part of the Work. If Bidder fails to request clarification, the Bidder will be expected to overcome such conditions without additions to the bid amount."

Add Paragraph 3.2.2.1 as follows:
"3.2.2.1 Clarification or interpretation can be made via e-mail to Allison McKenzie, amckenzie@shp.com."

3.4 Addenda

Delete Paragraph 3.4.3 and replace with the following:
"3.4.3 If an Addendum is issued within 72 hours prior to the published time for the opening of bids (excluding Saturdays, Sundays, and legal holidays), the time for opening of bids shall be extended one (1) week with no further advertising required."

ARTICLE 4 BIDDING PROCEDURES

4.1 Preparation of Bids

Add Paragraph 4.1.1.1 as follows:
"4.1.1.1 Any change or alteration to the wording of the bid form may cause a Bid to be rejected as non-responsive."

Delete Paragraph 4.1.3 and replace with the following:
"4.1.3 Sums shall be expressed in both words and figures and in figures only where no space is provided for words. In case of discrepancy, the amount written in words shall govern."

Add Paragraph 4.1.5.1 and 4.1.5.2 as follows:
"4.1.5.1 A blank entry or an entry of "No Bid", "N/A", or similar entry for any Alternate will cause a Bid to be rejected as non-responsive if that Alternate is selected.

4.1.5.2 If an Alternate is not selected and an entry of "No Bid", "N/A", or similar entry for the Alternate is listed, this action, by itself, will not render the Bid as non-responsive."

Add Paragraph 4.1.9 as follows:
"4.1.9 The Bidder shall include a signed copy of the Bidder's Qualifications and Non-Collusion Affidavit with their Bid; a copy of each form is included in Division 00 of the Project Manual."

4.2 Bid Security

Delete Paragraphs 4.2.1, 4.2.2, 4.2.3 and 4.2.4 and replace with the following:
"4.2.1 Each Bid shall be accompanied by a bid security, in accordance with the Ohio Revised Code (ORC) Section 153.54(B), in the amount of the Base Bid plus ADD Alternates or;

4.2.2 a signed bond in the form of a certified check, cashier's check or letter of credit, as provided in ORC Section 153.54(C). The amount of the certified check, cashier's check or letter of credit shall be equal to ten (10) percent of the Base Bid plus ADD Alternates or;

4.2.3 a bid guaranty and contract bond in accordance with ORC Section 153.571 in the amount of 100 percent of the total Base Bid plus ADD Alternates. If the dollar space on the bid guaranty is left blank, the penal sum will be the full amount of the Base Bid plus ADD Alternates, stated in dollars and cents. A percentage is not acceptable, pursuant to ORC Section 153.571.

4.2.4 The bond shall serve as an assurance that the Bidder will, upon acceptance of the Bid, comply with all conditions precedent for Contract execution, within the time specified.

4.2.5 The bond must be issued by a surety authorized by the Department of Insurance to transact business in Ohio. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be met if the surety currently has an A.M. Best Company Policy Holders Rating of "A+", "A" or "A-" or better and has or exceeds the Best Financial Size Category of Class VII. The bond must be signed by an authorized agent, with Power of Attorney, from a surety.

4.2.6 Bond will be returned to all unsuccessful Bidders after Contract is awarded. If used, a certified check, cashier's check or letter of credit will be returned to the successful Bidder upon providing the bond required by ORC Section 153.54(C).

4.2.7 If for any reason, other than as authorized by Article 4.4, Modifications or Withdrawal of Bid, the Bidder fails to enter into a Contract, and the Owner awards the Contract to the next lowest responsive and responsible Bidder, the Bidder who failed to enter into a Contract shall be liable to the Owner for the difference between the Bidder's Bid and the Bid of the next lowest responsive and responsible Bidder, or for a penal sum not to exceed ten (10) percent of the Bid amount, whichever is less, pursuant to ORC Section 153.54."

4.3 Submission of Bids

Add Paragraph 4.3.1.1 as follows

"4.3.1.1 Submit Bid(s) in paper form in sealed envelope or electronically by e-mail, at time and place stipulated in the advertisement or invitation to bid."

4.4 Modification or Withdrawal of Bid

Delete Paragraph 4.4.3 and replace with the following:

"4.4.3 All Bids are valid for (60) days after the opening of bids. A Bid may be extended thereafter upon mutual agreement, in writing, between the Owner and Contractor. Awards beyond the sixty (60) day period shall be reviewed for increased cost of the Contract only if the cause for delay is no fault of the Contractor and substantiated."

Add Paragraph 4.4.4 as follows:

"4.4.4 A Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake as opposed to a judgement mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount. Request to withdraw Bid must be made in writing filed with the Owner and Architect within two business days after conclusion of the bid opening."

ARTICLE 5 CONSIDERATION OF BIDS

5.2 Rejection of Bids

Add Paragraphs 5.2.1, 5.2.2 and 5.2.3 as follows

"5.2.1 If the lowest Bidder is not responsive or responsible, the Owner may reject such Bid and shall notify the Bidder the reasons for the finding.

5.2.2 A Bidder notified that they are not responsive or responsible may object to the Owner's decision by filing a written request for reconsideration, which must be received by the Owner within five (5) days of the date of the notice from the Owner.

5.2.3 Upon receipt of a timely request, the Owner shall meet with the Bidder to listen to the Bidder's objections.

.1 No award of contract shall become final until the Owner has met with all Bidders who have filed timely request for reconsideration.

.2 If all request for reconsideration are rejected in the Owner's discretion, the award of contract shall become final, or the Owner, in its discretion, may reject all bids.

.3 If a request for reconsideration is not rejected, any procedures for the determination of the lowest responsible Bidder that have not already been completed concerning the applicable Bidder shall

be completed. Following the completed procedures and evaluation of the Bidder, the Bidder will be notified of the findings."

5.3 Acceptance of Bid (Award)

Add Paragraphs 5.3.1.1, 5.3.1.2 and 5.3.1.3 as follows:

"5.3.1.1 Pursuant to ORC Section 153.52, the Contract will be awarded to the lowest responsive and responsible Bidder.

5.3.1.2 In determining the lowest Bidder, the Owner shall consider the Base Bid and any selected Alternates which the Owner determines to accept, and may result in an award to a Bidder other than the Bidder that submitted the lowest Base Bid. Voluntary Alternates will not be considered in determining the lowest amount.

5.3.1.3 The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the Bids received, either higher or lower. The Bidder understands that the Owner has included alternatives, which include deduct and add Alternates, to give flexibility in building the Project with funds available. The Bidder further understands and acknowledges that the use of add and deduct Alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about what Alternates on which to base the award of contracts until the Bids are received, and the Owner can compare its available funds with the Base Bids and the cost or savings from selecting different Alternates. No Contract(s) shall be entered into if the total price of all Contracts for the Project that is bid on the same day, are in excess of twenty (20) percent above the entire estimate thereof, in accordance with ORC Section 153.12. Project estimate is listed in the Notice to Bidders."

Delete Paragraph 5.3.2 and replace with the following:

"5.3.2 Subject to the right of the Owner to reject each and every Bid, the Owner will determine the lowest responsive Bid by taking into consideration not only the amount of the Bid but such of the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate in determining the responsibility of the Bidder:

.1 the Bidder's financial ability to complete the Contract;
.2 the Bidder's experience with projects of similar size and scope and more complex projects;
.3 the conduct and performance of the Bidder on previous contracts completed in a timely manner;
.4 the Bidder's facilities and equipment;
.5 the adequacy, in numbers and experience, of the Bidders work force to complete the Contract successfully on time and on budget;
.6 the ability of the Bidder to execute the Contract properly; and
.7 the evaluation of the Bid substantially below the median of other Bids."

Add Paragraphs 5.3.3, 5.3.4 and 5.3.5 as follows:

"5.3.3 The Owner shall obtain from the lowest Bidder any information the Owner deems appropriate to the consideration of factors showing responsibility. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.

5.3.4 The Bidder authorizes the Owner and its representatives to contact owners, construction managers, contractors, and design professionals on projects on which the Bidder has worked and authorizes and requests such owners, construction managers, contractors, and design professionals to provide a candid evaluation of Bidder's performance. By submitting a Bid, the Bidder agrees that if they or any person at their urging, directly or indirectly, brings action against any of such owners, construction managers, contractors, and design professionals or their employees as a result of or related to such candid elevation and such action is not successful, the Bidder will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This obligation is expressly intended for the benefit of such owners, construction managers, contractors, design professionals and their employees.

5.3.5 The number of consecutive calendar days required to complete the Work shall be considered by the Owner in determining the lowest and responsive Bidder."

ARTICLE 6 POST-BID INFORMATION

6.2 Owner's Financial Capability

Delete Paragraph 6.2 in its entirety.

6.3 Submittals

Add the following Paragraph after Paragraph 6.3.1.3 as follows:
".4 a list of proposed Subcontractors and Suppliers."

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Bond Requirements

Delete Paragraphs 7.1.1, 7.1.2, 7.1.3, and 7.1.4 and replace with the following:
"7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

7.1.1.1 Bonds shall be written in conformance with the Bond Form provided in the Project Manual and in compliance with ORC Section 153.571.

7.1.2 Prior to award of contract, successful Bidders who provided a cashier's check, certified check or letter of credit as bid security shall submit a contract bond in the form of a performance and payment bond in an amount equal to 100% of the contract sum. The performance and payment bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. Bond must be issued by a surety company authorized by Ohio Department of Insurance to transact business in the State of Ohio. The bond shall be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves and soundness of investments. These criteria will be met if the surety currently has an A.M. Best Company Policyholder Rating of "A+", "A", or "A-" or better and has or exceeds the Best Financial Size Category of Class VII.

7.1.3 Bond must be countersigned by an Ohio resident agent if bond is issued by an out-of-state agent.

7.1.4 Performance and payment bond must be supported by credentials showing power of attorney and corporate seals to each copy. Bonds shall remain in effect for 12 months after date of Substantial Completion is issued by the Owner. Certificate by bonding company of compliance is required prior to final acceptance of Project."

7.2 Time of Delivery and Form of Bonds

Delete Paragraph 7.2 in its entirety.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Delete Article 8 in its entirety, and replace with the following:
"**ARTICLE 8 SUPPLEMENTAL BIDDING INFORMATION**

8.1 If the Owner and Bidder enter into a Contract within 60 days of the bid opening, the Contractor shall pay any and all material, labor or subcontract cost increases which have occurred since the bid opening. Contract entered into beyond 60 day period may contain additional amounts for cost increases if the cause for delay is not the fault of the Contractor.

8.2 Prior to the signing of a Contract, the successful Bidder shall furnish:

(i) Certificate of Insurance meeting the requirements of the General Conditions;
(ii) Ohio Workers' Compensation Certificates;
(iii) Ohio Secretary of State Certification;
(iv) Delinquent Personal Property Tax Affidavit as required by ORC Section 5719.042 (form included in Division 00 of the Project Manual);
(v) Campaign Contributions Affidavit as required by ORC Section 3517.13 (form included in Division 00 of the Project Manual); and
(vi) Contractor Consent to Escrow Agent/Agreement or waiver of Escrow (form included in Division 00 of the Project Manual).

8.2.1 The award of the Contract and the execution of the Contract are based upon the expectation that the lowest responsible Bidder will comply with the conditions of paragraph 8.2.

8.2.2 Non-compliance with the conditions within five (5) days of the date that the Bidder is notified of the notice of intent to award the Contract shall be cause for the Owner to cancel the award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Owner determines is the next

lowest responsive and responsible Bidder, or resubmit the Contract for bidding, at the discretion of the Owner.

8.3 Upon the signing of a Contract, the Owner shall notify the Surety and Surety Agent of the award of the contract in compliance with ORC Section 9.32."

END OF DOCUMENT 00 21 14

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: North Campus Stadium Fence Replacement.

C. Project Location: 1231 W Kemper Road, Cincinnati, Ohio 45240.

D. Owner: Winton Woods City Schools, 825 Waycross Road, Suite A, Cincinnati, Ohio, 45240.

E. Architect: SHP, 312 Plum Street, Suite 700, Cincinnati, Ohio 45202.

F. Architect Project Number: 2024052.01.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by SHP and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars ($_____).

2. The above amount may be modified by amounts indicated by the Bidder under the "Alternates" Article below.

1.3 ALTERNATES

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each Alternate include costs of related coordination, modification, or adjustment.

B. If the Alternate does not affect the Contract Sum, the Bidder to indicate "NO CHANGE."

C. The Bidder is responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.

D. Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

E. Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time unless the Alternate description below provides a formatted space for the adjustment of the Contract Time.

F. Alternate No. 1: Decorative Steel Fence

1. ☐ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.

2. _____ Dollars ($_____).

3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

1.4 BID SECURITY

A. the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached Bid Security, as liquidated damages for such failure as follows:

1. In the following amount, as stipulated in Document 00 21 14 "Supplementary Instructions to Bidders":

a. _____ Dollars ($_____).

B. Form of Bid Security: Bidder has attached the following:

1. ☐ Document 00 43 13 - "Bid Guaranty and Contract Bond" (included in project manual).

2. ☐ Cashier's check.

3. ☐ Certified check.

4. ☐ Letter of credit.

C. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the bid bond, cashier's check, certified check, or letter of credit.

1.5 TIME OF COMPLETION

A. Time of Completion:

1. The undersigned Bidder proposes and agrees hereby to:
   a. Commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner;
   b. achieve Substantial Completion of the Work by December 20, 2024
   c. and achieve Final Completion 45 calendar days thereafter.

2. Completion dates are based on issuance of the Notice to Proceed on or before November 4, 2024; if Notice to Proceed is issued later than this date, all subsequent dates will be adjusted accordingly. See Section 00 73 01 “Supplementary General Conditions” Article 8 – Time, including liquidated damages information.

1.6 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.

2. Addendum No. 2, dated _____.

3. Addendum No. 3, dated _____.

4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto:

1. Bid security.

2. Bidder’s qualifications in accordance with Document 00 45 13 “Bidder’s Qualifications.”

3. Non-collusion affidavit in accordance with Document 00 45 14 “Non-Collusion Affidavit.”

4. Bidders may attach typewritten sheet(s) providing any additional information, voluntary substitutions, or voluntary alternates for the Owner's consideration but the Bid amounts contained

herein must be based on the Bid Documents, not such voluntary substitutions or voluntary alternates.

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Forest Park, Hamilton County, Ohio, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 BIDDER'S CERTIFICATION

A. The bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the bidder has actual knowledge of the requirements and regardless of any statement or omission made by the bidder which might indicate a contrary intention.
2. Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Bidder will enter into and execute the agreement with the Owner, if a contract is awarded on the basis of this bid, and if the bidder does not execute an agreement for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner as provided in the Ohio Revised Code and as applicable to the Owner.
5. Bidder certifies that upon the award of a contract, they will make a good faith effort to ensure that all of their employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
6. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the bidder,
7. It is understood and agreed that the work embodied in this contract shall be substantially completed per definition of the General Conditions of the Contract for Construction AIA A201-2017 by the milestone dates indicated in the Contract Documents.
8. Costs, per day, as shown in the Table of Liquidated Damages (Section 00 73 01 – Supplementary General Conditions) will be accumulated and assessed to all prime contractors (unless specifically released in writing by the Architect or an extension of time is approved by the Architect) for failure to achieve the dates of Substantial Completion and Final Completion, as determined by the Architect.

1.10 SUBMISSION OF BID

A. Respectfully submitted this _____ day of _____

B. Submitted by: _____ (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed by: _____ (Type or print name).

E. Title: _____ (Owner/Partner/President/Vice President).

F. Street Address: _____.

G. City, State, Zip: _____.

H. Main Office Telephone Number: _____.

I. Company Tax Identification Number: _____.

J. Main Office Contact Person: _____.

K. Main Contact Person E-mail Address: _____.

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 13 - BID GUARANTY AND CONTRACT BOND (ORC § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ ("Contractor") as principal and

_____ as sureties are hereby held and

firmly bound unto the **Board of Education of the Winton Woods City School District, Hamilton County, Ohio** as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the

obligee on _____, 20____, to undertake the project known as:

"**North Campus Stadim Fence Replacement**" ("Project")

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of

_____Dollars ($_____).

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond. The said surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Ohio Revised Code.

Signed and sealed this _____ day of _____, 20____.

_____
(PRINCIPAL) (Seal)

By: _____

Printed Name & Title: _____

_____
(SURETY) (Seal)

By: _____

Printed Name & Title: _____

_____
NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

_____

Surety's Agent's Telephone Number: _____

Surety's Agent's E-mail: _____

END OF DOCUMENT 00 43 13

DOCUMENT 00 45 13 – BIDDER'S QUALIFICATIONS

Project Number: _____

Project Name: _____

1. **Company Name**: _____

   Physical Address: _____
   Street, Building, Unit

   _____
   City, State, Zip

   Mailing Address (if different):_____
   P.O. Box

   _____
   City, State, Zip

   Telephone Number (w/ Area Code): (_____) _____

   Email address: _____

2. **Overall Experience.** Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

3. **Financial.** The apparent low Bidder shall submit, upon request of the Contracting Authority, either:

   a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,

   b) A financial report generated within 30 days prior to the bid opening from Standard and Poor's Financial Services LLC (S&P), Dun & Bradstreet, or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

   This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. **Facilities & Equipment**. Indicate Bidder's relevant facilities and major equipment (leased or owned).

5. **Ongoing & Relevant Projects.** List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, and project name/contact person/address/phone number for each owner and architect or engineer for each project.

6. **Regulatory / Contractual.** Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.

   a) Contract abandonment, Contract termination, as either a prime- or sub-contractor, or Surety takeover

   b) Debarment by state, federal or local jurisdictions

   c) EPA/OSHA violations

   d) Liquidated damages and Statutory Delay Forfeiture assessed

   e) Drug-Free Safety Program and Drug Free Workplace Program violations

7. **Management.** Identify individuals assigned to this Project.

   Principal _____Years with firm _____ Total Exp._____

   Project Manager _____Years with firm _____ Total Exp._____

   Field Superintendent _____ Years with firm _____ Total Exp._____

8. **Certification.** I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name

_____

Authorized Official (please print or type)

_____

Signature of Authorized Official _____

Date_____

END OF DOCUMENT 00 45 13

DOCUMENT 00 45 14 - NON-COLLUSION AFFIDAVIT

State of _____)
) SS:
County of _____)

The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:

1. The Base Bid, Unit Prices or any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder.
2. Unless otherwise required by law, the Base Bid, Unit Prices or Alternate bid which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder that would have any interest in the Base Bid, Unit Prices or Alternate bid.
3. No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Authorized Signature: _____

Print Name: _____ Title: _____

Company Name: _____

ADDITIONAL SIGNATURE FOR JOINT VENTURE:

Authorized Signature: _____

Print Name: _____ Title: _____

Company Name: _____

Sworn to and subscribed before me this _____ day of _____ , 20_____

_____
Notary Public

My Commission Expires_____

END OF DOCUMENT 00 45 14

DOCUMENT 00 45 15 - DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

State of _____)
) SS:
County of _____)

Bid identification –

CONTRACTOR _____

being first duly sworn, deposes and says that they are

_____
(sole owner, a partner, president, secretary, etc.)

of _____ , the party making the forgoing BID; hereby affirms under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the BID was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for _____ County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within 30 days of the date it is submitted.

Delinquent Personal Property Tax	$ _____
Penalties	$ _____
Interest	$ _____

Signed:

_____

Sworn to and subscribed before me this _____ day of _____ , 20_____

_____
Notary Public

My Commission Expires_____

END OF DOCUMENT 00 45 15

DOCUMENT 00 45 17 – UNRESOLVED FINDINGS FOR RECOVERY AFFIDAVIT

State of _____)
) SS:
County of _____)

I / WE _____

after being duly sworn, do hereby submit this Adffidavit to the **Board of Education of the Winton Woods City School District, Hamilton County, Ohio.**

Neither the undersigned nor the entity which has submitted the low bid to the **Board of Education of the Winton Woods City School District**

For the following project: **"North Campus Stadium Fence Replacement"**

Has any unresolved findings for recovery by the Auditor of State, pursuant to Section 9.24 of the Ohio Revised Code, at the time this bid was submitted for the project.

Signed:

_____

_____
(Printed Name and Title)

_____
(Address)

_____
(City) (State) (Zip Code)

END OF DOCUMENT 00 45 17

DOCUMENT 00 45 18 - CAMPAIGN CONTRIBUTIONS AFFIDAVIT

State of _____)
) SS:
County of _____)

Personally appeared before me the undersigned, a bidder in the competitive bidding for

_____ for a _____
(Name of Entity) (Type of Product or Service)

contract let by the **Board of Education of the Winton Woods City School District** who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violation under Ohio Revised Code Section 3517.13 (campaign contributions and reporting) and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That no person or persons, whom are owners of at least twenty percent of the above named business or corporation nor any spouse of such person, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to a candidate for or the holder of a public office having ultimate responsibility for the award of this contract, or to his/her campaign Committee nor have they aggregately given contributions totaling more than one thousand dollars.

2. That no person or persons employed by the above named firm, not their spouses are in violation of any provision of Ohio Revised Code Section 3517.13.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to and subscribed before me this _____ day of _____ , 20_____

_____
Notary Public

My Commission Expires_____

END OF DOCUMENT 00 45 18

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 « **date of execution by the Owner.** »
(In words, indicate day, month and year.)

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

Winton Woods City Schools
825 Waycross Road, Suite A
Cincinnati, Ohio 45240

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

« TBD »

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

North Campus Stadium Fence Replacement
1231 W Kemper Road
Cincinnati, Ohio 45240

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

SHP
312 Plum Street, Suite 700
Cincinnati, Ohio 45202

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.

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User Notes: (1767519797)

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Bid Documents and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications or Change Orders 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 Modifications and Change Orders, appears in Article 9.

The terms listed throughout this Agreement and the Contract Documents shall have the same meaning as those in the AIA A201-2017 General Conditions to the Contract.

ARTICLE 2 THE WORK OF THIS CONTRACT

2.1 Performance. 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.

2.2 Subcontracts

The Contractor agrees that it will enter into written subcontractor agreements for all subcontracted work and further all subcontractor agreements shall conform with Ohio Revised Code 153.503(C) and Ohio Administrative Code 153:1-3-02.

ARTICLE 3 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Agreement by the Owner.

[X] 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.

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§ 3.3 Substantial Completionand Final 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.

[« X »] By the following date:

Portion of Work	Date
Start of Work	November 4, 2024
Substantial Completion	December 20, 2024
Final Completion	45 days after Substantial Completion

§ 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
N/A	

§ 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 ($ INSERT) ("Base Bid/Stipulated Sum"), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, accepted by the Owner and included in the Contract Sum:

Item	Price

§ 4.2.2 [Not Used.]

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
	$INSERT

§ 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.)

« Liquidated damages will be assessed in accordance with Article 8 of the Supplemental General Conditions, as enumerated in the Project Manual. »

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

« At Project Closeout, any unused amounts from the Contingency Allowance will be credited to the Owner. »

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 (1) calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following 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 « thirty » (« 30 ») days after the Architect receives the Application for Payment, including all required documentation.
(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:

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(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.)

« **Retainage shall be in accordance with the Ohio Revised Code, Sections 153.12, .13, and .14. Retainage on labor shall be at the rate of 8% for the first 50% of the Work. Retainage on stored materials shall be 8% until those materials are incorporated into and become part of the Project.**

Contractor waives any and all rights it may have relating to the establishment of a separate escrow account for the deposit of retained funds. The Contractor also waives any and all claims it may have to interest on that separate escrow account under Section 153.63(D) of the Ohio Revised Code, or other provisions of law. In consideration thereof, the Owner agrees to keep a separate accounting of the net income and earnings of the investment of the retained funds, if any, and pay such income and earnings to the Contractor on its Final Payment on the Project. »

§ 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 [Not Used.]

§ 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.

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

« 0 » % « zero percent »

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.

§ 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

[« X »] Litigation in a court of competent jurisdiction, per Section 8.7.

[« »] 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 [Not Used.]

§ 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)

« INSERT »
« INSERT »
« INSERT »
« INSERT »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« TBD »

§ 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 of the types and limits of liability, containing endorsements, and subject to the terms and conditions as set forth in the AIA A201-2017 General

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Conditions of the Contract for Construction and the Supplemental General Conditions enumerated in the Project Manual, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the AIA A201-2017 General Conditions of the Contract for Construction and the Supplemental General Conditions enumerated in the Project Manual, 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:

«
Governing Law
This Agreement shall be governed by the law of the place where the Project is located, excluding the jurisdiction's choice of law rules. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

Intended Third Party Beneficiary
Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner. It is understood that the Owner shall be an intended third-party beneficiary of all subcontracts/ subconsultant agreements and shall be entitled to enforce any rights thereunder for its benefit. The Contractor shall incorporate the obligations of this Agreement into its respective subcontractor/ subconsultant agreements.

Compliance with Laws
Contractor shall comply with all applicable laws, statues, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Agreement. Constructor will assist the Owner and Architect, as needed, in communications with and addressing local government officials with jurisdiction over the Project.

Modification
No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

Construction of Agreement
The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the party preparing the document will not be used in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits hereto.

Partial Invalidity
The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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Entire Agreement
This Agreement, together with the other Contract documents, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, communications, representations, and understanding with respect to the Project.

Counterparts
The Agreement may be executed in any number of counterparts each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

Conflicts of Interest
Except with Owner's prior knowledge and written consent, Contractor shall not engage in any activity or accept any employment, interest, or contribution that would reasonably appear to compromise the Contractor's professional judgement with respect to the Project.

Non-Discrimination
Contractor agrees:
1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
2. That neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
3. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
4. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

No Findings for Recovery
The Contractor represents that it is not subject to any unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, this Agreement is void, and the Contractor will immediately repay to the Owner any funds paid under this Agreement.

Ethics
The Contractor is aware of the ethics responsibilities in Ohio Revised Code Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

»

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, as modified;
- **.2** AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified;
- **.3** Supplemental General Conditions, as enumerated in the Project Manual;
- **.4** Owner issued Bid Documents and any related Addenda, including the entirety of the Project Manual and all specifications, incorporated hereto by reference to the extent not inconsistent with this Agreement;
- **.5** Drawing & Specifications prepared by the Architect for use on the Project;
- **.6** Any modifications issued after the execution of this Agreement, including (i) a written amendment to the Agreement signed by both parties; (ii) a change order; or (iii) a construction change directive.
- **.7** Other Exhibits:

« Exhibit A: Bid Form
Exhibit B: Bid Guaranty & Contract Bond, ORC 153.571
Exhibit C: Bidder Qualifications

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Exhibit D: Non-Collusion Affidavit
Exhibit E: Personal Property Tax Affidavit
Exhibit F: Findings for Recovery Affidavit
Exhibit G: Campaign Contributions Affidavit
Exhibit H: Drug Free Workplace Certification
Exhibit I: Waiver of Escrow Agreement
Exhibit J: Substitution Request Form (if applicable)
Exhibit K: Architect's Electronic Documents Agreement

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User Notes: (1767519797)

This Agreement is entered into as of the date of execution by the Owner.

WINTION WOODS CITY SCHOOLS **OWNER** *(Signature)* « »	**TBD** **CONTRACTOR** *(Signature)* « »
(Printed name and title)	*(Printed name and title)*
(Date)	*(Date)*

Certificate of Funds
(ORC 5705.41)

The undersigned, Fiscal Officer of the Owner, hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding agreement, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Signed:_____
NAME, Treasurer/ Fiscal Officer
NAME OF ENTITY

(ORC 5705.412)

The undersigned Treasurer, President of the Board of Education, and Superintendent of the Owner hereby certify that the Owner has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the Owner at the time of this certification, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is schedule for the current fiscal year.

Dated:_____

_____
NAME, Treasurer

Dated: _____

_____
NAME, Board of Education President

Dated: _____

_____
NAME, Superintendent

DRAFT

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AIA® Document C106™ – 2022

Digital Data Licensing Agreement, as modified

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

BETWEEN the Party transmitting Digital Data **("TRANSMITTING PARTY"):**
(Name, address, and contact information, including electronic addresses)

« SHP »
« 312 Plum Street, Suite 700 »
« Cincinnati, Ohio 45202 »

and the Party receiving the Digital Data **("RECEIVING PARTY"):**
(Name, address, and contact information, including electronic addresses)

« »
« »
« »
« »

for the following **PROJECT**:
(Name and location or address of the Project)

« »
« »

for the following Digital Data **("DIGITAL DATA"):**
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

« Revit Building Information Model, which will be provided in a .RVT format for Autodesk Revit format version;
and/or AutoCAD files in a .DWG format;
and/ or any other electronic data provided by the Transmitting Party to the Receiving Party»

The Transmitting Party and Receiving Party 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.

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TABLE OF ARTICLES

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2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

3 AUTHORIZED USE

4 LICENSING FEE OR OTHER COMPENSATION

5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Agreement provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data solely and exclusively for the Project.

§ 1.2 This Agreement is the entire and integrated Agreement between the Parties. Except where specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Definitions

§ 1.3.1 Authorized Use. The term "Authorized Use" refers to the permitted use of digital or electronic data established pursuant to the terms of this Agreement.

§ 1.3.2 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Agreement as the "Model," which term may be used herein to describe a Model element, a single model or multiple models used in the aggregate.

§ 1.3.3 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Building Information Model.

§ 1.3.3.1 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates and clearly marks as "confidential."

§ 1.3.4 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project.

§ 1.3.5 Receiving Party. The Receiving Party shall mean the individual or entity receiving the Digital Data from the Transmitting Party and includes the Receiving Party's employees, officers, consultants, subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to the Authorized Use of the Digital Data in accordance with the terms and conditions of this Agreement. The Receiving Party shall be solely responsible for ensuring its transmission, disbursement, modification and use of the Digital Data is permissible under the terms of this Agreement. The Receiving Party shall be solely responsible/liable for the access and use of the Digital Data by its employees, officers, consultants, subcontractors, and others with whom it has provided access and use.

§ 1.3.6 Transmitting Party. The Transmitting Party shall mean the individual or entity transmitting the Digital Data. The Transmitting Party attests it is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the Project and in accordance with the Authorized Use defined in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

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§ 2.3 The Transmitting Party attests it is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party 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.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3.

§ 2.6 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

ARTICLE 3 AUTHORIZED USE

§ 3.1 The Receiving Party's nonexclusive limited license to access and use the Digital Data is solely and exclusively limited to designing, constructing, using, maintaining, altering and adding to the Project, consistent with the terms of this Agreement, and nothing contained in this Agreement conveys any other right to use the Digital Data for any other purpose. Upon completion of the Project, the Digital Data received by Receiving Party should be safeguarded from any further use.

§ 3.2 The Digital Data is transmitted solely for the Receiving Party's information and convenience. The Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party.

§ 3.3 The Receiving Party's access and use of the Digital Data shall in no way alter or modify the Receiving Party's contractual obligations with the Transmitting Party, or other third-party Project Participants, made under separate Agreement.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

[Not Used.]

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

« **§ 5.1 Indemnification.** The Receiving Party shall indemnify, defend, and hold harmless the Transmitting Party, its employees, officers, and consultants, from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications, resulting from the Receiving Party's use or reliance on the Digital Data. The Receiving Party waives all claims against the Transmitting Party, its employees, officers and consultants for any and all damages, losses, or expenses Receiving Party incurs from defects or errors in the electronic documents.

§ 5.2 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio.

§ 5.3 No Third-Party Beneficiary. With exception to the Transmitting Party's right to assert a cause of action against any party related to the protection of its copyrights and intellectual property, or the copyright and intellectual

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property of its consultants, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Transmitting Party or the Receiving Party.

§ 5.4 Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any subsequent action brought under this Agreement, or any remedy with respect hereto, shall be brought in a Court of Common Pleas in the Ohio county where the project is located, or Hamilton County, Ohio. The Parties' consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and herby waive any jurisdictional or venue defenses otherwise available to them. Each party hereby expressly waives the right to remove any litigation arising out of this Agreement to federal court.

§ 5.5 Modification. No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by both parties. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this Agreement.

§ 5.6 Severability. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 5.7 Notices. A Notice is any written notice to either Party. Written Notice shall be deemed to have been duly served if delivered (i) in-person to a representative identified in this Agreement; or (ii) sent by registered, certified or electronic mail, return and/or read receipt requested, to the last known business address of the representative identified in this Agreement. »

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

SHP **TRANSMITTING PARTY** *(Signature)*	**TBD** **RECEIVING PARTY** *(Signature)*
« »	« »
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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

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

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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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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

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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

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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.

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§ 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.

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§ 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.

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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.

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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.

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§ 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:

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.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.

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§ 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.

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§ 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;

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.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.

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§ 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.

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§ 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

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.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

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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

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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

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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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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 01 - SUPPLEMENTARY GENERAL CONDITIONS

NOTE:
This section shall serve to supplement, modify, change and/or clarify provisions of the General Conditions (AIA Document A201, 2017 Edition, "General Conditions of the Contract for Construction"). Where an Article of the General Conditions is not modified or a Section is not modified or deleted by these supplements, the unaltered provisions of that Section shall remain in effect. Where items of this section directly conflict with those of the General Conditions, the provisions of this section shall prevail.

ARTICLE 1: GENERAL PROVISIONS

1.1.3 The Work

(Add the following text to the end of the Section) "The Contractor shall familiarize himself with the Contract Documents and complete the Work intended to be described to the entire satisfaction of the Owner and Architect and shall not avail himself of any manifest error or omission should such exist. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and include work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes and customary standards of the construction industry."

1.2 Correlation and Intent of the Contract Documents

1.2.4 (Add) "If the Drawings or Specifications conflict, the Contractor is required to provide the greater quantity or higher quality of Work called for. When a duplication of material, equipment or task occurs in the Drawings or Specifications by assignment of work to separate Prime Contracts, each Prime Contractor shall be deemed to have bid on the basis of each providing such material, equipment or task. The Architect will decide which Prime Contractor shall provide the same and which Prime Contract amount shall be adjusted, for not incorporating such into the Project. However it is highly recommended that these discrepancies be brought to the Architect's attention prior to bidding."

1.2.5 (Add) "It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacturer, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

.1 Details of preparations, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of quality so as to accomplish a neat and quality finished job.

.2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be met.

.3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, and materials are not expressly included in the Contract Documents.

.4 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in the Contract Documents applicable to other trades."

1.7 Digital Data Use and Transmission

Delete the original text in this section and replace with the following:

1.7.1 (Add) "The Architect, at the Architect's discretion and without obligation, may make the Contract Documents available for use by Contractors for the purpose of facilitating the coordination process in electronic format. These electronic documents remain the Architect's Instruments of Service and shall be for use solely with respect to this Project, as provided in the Standard Form of Agreement Between Owner and Architect and Section 1.5 herein. 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 C106-2022 Digital Data Licensing Agreement, as modified, to establish the protocols for the development, use, transmission, and exchange of digital data."

1.7.2 (Add) "Where the parties come to agreement per Section 1.7.1, the electronic documents shall be made available in RVT or DWG format, as determined by the Architect. They are available through the Architect's office upon request. A sample of the format will be provided by the Architect upon request by the Contractor, for the purpose of testing the compatibility of the format to Contractor's systems."

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1.7.3 (Add) "The Architect reserves the right to strip the files of the Project's name and address, the Architect's and the Architect's consultant's name and address, and any professional licenses indicated on the Contract Documents, and all dimensions, verbiage, and statistical information. Use of these electronic documents is solely at the Contractor's risk, and shall in no way alter the Contractor's Contract for Construction."

1.7.4 (Add) "The Architect shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including Drawings and Specifications) caused by the Architect's or its consultant's computer software or hardware defects or errors; the Architect's or its consultant's electronic or disk transmittal of data, information or documents; or the Architect's or its consultant's reformatting or automated conversion of data, information or documents electronically or disk transmitted from the Architect's consultants to the Architect. The Contractor waives all claims against the Architect, its employees, officers and consultants for any and all damages, losses, or expenses the Contractor incurs from such defects or errors in the electronic documents. Furthermore, the Contractor shall indemnify, defend, and hold harmless the Architect, and its consultants together with their respective employees and officers, harmless from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney fees and litigation expenses) attributed to errors or defects in data, information or documents, including Drawings and Specifications, resulting from the Contractor's distribution of electronic documents to other contractors, persons, or entities."

1.8 Building Information Models Use and Reliance
Delete this section in its entirety.

ARTICLE 2: OWNER

2.3 Information and Services Required of the Owner

2.3.1 (Delete the text in this section and replace with the following) "Except for permits, fees, design review fees, inspections, meter costs, licensing, taxes, and other service fees that are assigned to the Contractor as enumerated in Section 3.7.1, the Owner shall secure and pay for any additional easements, assessments and charges not specifically assigned to the Contractor.

2.3.6 (Add the following text to the end of the section) "The cost of Contractor's reproductions shall be borne by the Contractor at no additional cost to the Owner."

2.4 Owner's Right to Stop the Work
Delete the word "repeatedly" from Section 2.4. (Add the following text to the end of the paragraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Section 12.2."

2.5 Owner's Right to Carry Out the Work
(Delete the text in this section and replace with the following) "If the Contractor defaults or neglects to carry out the Work, in any respect, in accordance with the Contract Documents by either (1) failing to commence to correct such default or neglect within 48 hours after receipt of written notice thereof from the Architect or the Owner, (except such period shall be 7 days if the notice is given after final payment), or (2) fails to use its best efforts to continue to correct such default or neglect to the satisfaction of the Owner and Architect, or (3) fails to fully correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice of the Contractor and without prejudice to the other remedies the Owner may have, carry out the Work referenced in the written notice to the Contractor; provided that if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure and the Owner's administrative and legal expense, including the time of the Owner's personnel in dealing with such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The time of the Owner's personnel in dealing with such default will be calculated at the rate of $65.00 per hour."

ARTICLE 3: CONTRACTOR

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3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.5 (Add) "Before ordering material or performing any Work, the Contractor shall verify all measurements at the Project site. Any difference between dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for consideration before the Work proceeds. Where actual measurements require more material and work than the Drawings call for, such material and work shall be supplied at the cost of the Contractor. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the work site."

3.2.6 (Add) "Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from approved Shop Drawings with all measurements obtained at the Project Site by the Contractor."

3.2.7 (Add) "Dimensions which are lacking from the Drawings shall be obtained from the Architect. In no case will the Contractor assume that the Drawings are scaled."

3.2.8 (Add) "All Contractor inquiries of Owner/Architect shall be in writing and in the form of an RFI (Request for Information). RFI forms can be that of Prime Contractors standard or of a form prepared by the Architect. RFI's are to come direct from the Prime Contractor (not Subcontractor or supplier) and all RFI's are to be numbered and tracked by the Prime Contractor."

3.5 Warranty

3.5.1 (Delete the text in this section and replace with the following) "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

.1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.

.2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in workmanship or materials.

.3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.

.4 The Work and materials and equipment incorporated into the Work will be merchantable.

.5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

.6 All work performed under the terms of this contract will be guaranteed for a minimum period of one (1) year from the date of Substantial Completion.

.7 Partial occupancy of the premises use of the equipment shall not constitute the beginning of the guarantee period(s), unless agreed to by the Owner in writing."

3.5.3 (Add) "Upon notice of the breach of the foregoing warranties or guarantees or other warranties or guarantees under the Contract Documents, the Contractor, in addition to other requirements in the Contract Documents, will commence to correct such breach and damage resulting therefrom within 48 hours after receipt of written notice thereof, thereafter will use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except where an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48 hour period shall be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to its other written notice to the Contractor and without prejudice to his other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within 10 days after the date of such notice, the Owner's costs and expenses incurred in connection with such correction, including without limitation the Owner's administrative and legal expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and termination of the Contract."

3.6 Taxes

3.6 (Delete the text in this section and replace with the following) "Materials purchased for use or consumption with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised code of Ohio and also from the State of Ohio Use Tax, Section 5741.01. Purchases by the Contractor of expendable items such as form lumber, tools, oils, grease, fuel, or

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equipment rentals, are subject to the application of Ohio Sales or Use Tax."

3.7 Permits, Fees, Notices and Compliance with Laws

3.7.1 (Delete the text in this section and replace with the following:) "The process of reviewing and the subsequent awarding of a Building Permit can take an extended period of time, depending on a Building Department's current workload. Realizing that a delay in this process may delay the final completion date of the Work if it is not applied for until after the Contractor is awarded the Contract, the Architect shall expedite the Building Permit process by submitting a general Building Permit Application with the required number of Contract Documents to the appropriate Building Department. The submittal for general Building Permit in no way alters the Contract between the Owner and the Contractor, nor does it relieve the Contractor of his or her responsibilities concerning the terms of General Conditions. The Owner shall pay for the General Building Permit. The Contractor shall secure and pay for all other permits, design review fees, inspections, meter costs, licensing, taxes, and other service fees required by authorities having jurisdiction for work related to each specific Contract unless specifically noted otherwise in Contract Documents. Contractor is responsible for scheduling all inspections and must notify Architect in writing of any design modifications required by local jurisdiction. Contractor shall be responsible for all additional costs resulting out of improper notifications as it relates to Owner, Architect, or other Prime Contractors."

3.7.4 Concealed or Unknown Conditions
Replace "14 days" with "7 days".

3.9 Superintendent

3.9.4 (Add) "The Contractor's superintendent shall be satisfactory to the Architect and the Owner, and the Architect and Owner shall have the right to require the Contractor to remove a superintendent from the Project whose performance is not satisfactory, and to replace the superintendent with a superintendent who is satisfactory to the Architect and Owner. The Contractor shall be required to have a full time superintendent on the Project every day during the course of the Project."

3.10 Contractor's Construction and Submittal Schedules

3.10.4 (Add) "The construction schedule shall be in form as prescribed or approved by the Architect."

3.12 Shop Drawings, Product Data and Samples

3.12.5 (Add the following to the end of this paragraph) "Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action."

3.18 Indemnification

3.18.1 (Delete the text in this section and replace with the following) "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 them from and against claims, damages, losses and expenses, including but not limited to attorneys' and consultants' fees and the cost of their staff, arising out of or related to the performance of the Work, including but not limited to claims for bodily injury, sickness, disease or death, or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of other Contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens against funds, and claims related to the removal, handling or use of hazardous materials. The Owner may set off an amount equal to the sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. The time of the Owner's personnel in dealing with such default will be calculated at the rate of $65.00 per hour."

3.18.3 (Add) "The Contractor will be held responsible for all damage to the Work under construction during the performance and until Substantial Completion and acceptance, even though partial payments have been made under the Contract. He will be held answerable for all damages that may occur to persons, to property, animals or vehicles from want of proper shoring, bracing, lighting, watching, boarding, or enclosing; and for any accident arising from defective apparatus or any negligence on the part of himself or his employees. The Contractor covenants and agrees to pay all damages for injury to real or personal

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property or for any injury or death sustained by any person growing out of any act or deed of the Contractor or of his employees or any of his Subcontractors or their employees."

3.19 (Add) "**Underground Utility Facilities**"
"The Contractor, at least two (2) working days prior to commencing construction in an area which may involve underground utility facilities, shall give notice to the Owner, to the registered underground utility protection services, and the Owners of underground utility facilities shown on the Drawings and Specifications. The Contractor shall immediately alert the Owner, the occupants of any premises near the Work, and the Architect as to any emergency that it may create or discover. The Contractor shall notify the Owner, the operator of the underground facility, and the Architect of any break or leak in the utility lines or any dent, gouge, groove, or other damage to such lines or to their rating or cathodic protection, made or discovered in the course of excavation."

3.20 (Add) "**Lien Waivers and Notices of Commencement**"
"The Contractor will obtain from all its Subcontractors and suppliers, regardless of tier, a lien waiver, at the time they submit for final payment for all labor, materials, equipment, and/or supplies provided for the Project, of all lien rights they have with respect to the Project in the form of the Lien Waiver included in the Contract Documents or in such other form requested by the Architect and immediately deliver a copy of the executed lien waivers to the Architect with Final Request for Payment. The Contractor will provide all Subcontractors and suppliers a copy of its Bid Guaranty and Performance Bond/Contract Bond. By entering into an agreement to provide labor, materials, equipment and/or supplies for the Project, such Subcontractors and suppliers agree to provide such lien waiver to the Contractor. Upon receipt of Notices of Furnishing, the Contractor will deliver copies of the Notices of Furnishing to the Owner."

ARTICLE 4: ARCHITECT

4.2.1 (Add the following text to the end of the first sentence) "…and with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Article 12."

4.2.4 Delete the last sentence of this paragraph.

4.2.10 Add the following at the end of the last sentence: "as set forth in the Owner-Architect Agreement."

ARTICLE 5: SUBCONTRACTORS

5.3.1 (Add) "All subcontracts are to be in writing, and the Contractor shall be responsible to forward copies to the Owner upon request."

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 Mutual Responsibility

6.2.3 (Delete the second sentence and replace with the following) "Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Article 15. If such other Contractors initiate legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at its own expense, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor. The Contractor, by execution of this Contract, agrees and fully understands the risks and responsibilities associated with this mutual responsibility and has bid accordingly. All costs incurred by the Owner and/or Architect resulting from Contractors filing claims against the Owner for damages caused by another Contractor, shall be borne by that Contractor filing claim."

6.2.4 Delete the word . . . "wrongfully" . . . in this section.

ARTICLE 7: CHANGES IN THE WORK

7.2.2 (Add) "Change orders shall be executed on AIA Document G701-2017. Methods used in determining adjustments to the Contract Sum shall be those listed in Section 7.3.3."

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7.3.5 (Revise the Section 7.3.5 to read as follows) . . . "If the Contractor disagrees with the adjustment in the Contract Sum or Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15."

7.3.8 (Revise the last sentence of Section 7.3.8 to read as follows) . . . "When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change."

7.3.15 (Add) "In order to facilitate review of quotations for additions or deducts, proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

ARTICLE 8: TIME

8.2 Progress and Completion

8.2.4 (Add) "If the Architect determines that the Contractor is not cooperating or coordinating its work properly with other Contractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR WILL IMMEDIATELY, AND IN NOT MORE THAN FORTY-EIGHT HOURS AFTER RECEIPT OF NOTICE OF SUCH DETERMINATION, OR SUCH OTHER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE ARCHITECT, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES TO THE SATISFACTION OF THE ARCHITECT AND THE OWNER, AND (3) IF THE ARCHITECT INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, THE CONTRACTOR IMMEDIATELY WILL TAKE SUCH CORRECTIVE ACTION, including, but not limited to, increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such action will be taken and continued uninterrupted without waiting to initiate any dispute under the General and Supplementary General Conditions of the Contract for the Project or the resolution of any dispute initiated thereunder."

8.2.5 (Add) "The Contractor, (1) will cooperate with the Architect by providing timely information for the scheduling of the times and sequence of the operations required for the Work to be substantially complete as required by the Contract Documents, (2) will continuously monitor the current progress schedule so as to be fully familiar with the timing, phasing, and sequence of the operations of the Work and to the other Work on the Project, and (3) will execute the Work in accordance with the requirements of the current progress schedule."

8.3 Delays and Extensions of Time

8.3.1 (Delete the text in this paragraph and replace with the following) "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the Contractor's right to seek an extension for such delay. The only delays for which the Contractor will be entitled to an extension of the time for completion will be delays caused by the, (1) Architect or the Owner, (2) physical damage to the Project over which the Contractor has no control, (3) labor disputes beyond the control of the Contractor, and (4) unusually severe weather conditions not reasonably anticipatable (temperature, rain, or other precipitation within a range of twenty percent of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions. The Contractor agrees to not make claims for compensation for delays or acceleration in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when

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granted."

8.3.3 (Delete the text in this paragraph and replace with the following) "The Contractor's sole remedy in the event of a delay shall be an extension of time, and in such event, the Contractor shall not be entitled to any damages."

8.4 (Add) "**Completion of Work and Liquidated Damages**"

8.4.1 (Add) "Damages for Delays for Substantial Completion and for Final Completion shall be in accordance with Article 8 and the following provisions: (The length of time for each is noted in the Bid Form)."

8.4.2 (Add) "Substantial Completion: If the Contractor shall neglect, fail, or refuse to achieve Substantial Completion as herein specified, or fail to secure an extension of time for delays from the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of the Contract, to pay the Owner the amount specified in the Table of Liquidated Damages, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter shall be in default after the time stipulated in the Contract for completing the work."

8.4.3 (Add) "Final Completion: Inasmuch as failure to complete Final Completion within the time fixed in the Certificate of Substantial Completion (45 calendar days maximum) will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not fully and finally completed according to the requirements issued in the Certificate of Substantial Completion including all listed work (punch list) attached to the Certificate and including all project closeout documents listed in the Project Manual, the Contractor shall pay to the Owner the amount specified in the Table of Liquidated Damages, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter shall be in default after the time stipulated in the Contract and Bid Form for completing Final Completion."

8.4.4 (Add) "Final Completion liquidated damages shall be paid in addition to any other liquidated damages, penalties, excess expenses or costs payable by the Contractor to the Owner under the provisions of the General Conditions, and shall not exclude the recovery of damages by the Owner under other provisions of the Contract Documents except for Contractor's delay. This provision of liquidated damages for Final Completion delay shall in no manner affect the Owner's right to terminate the Contract as provided in 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 forth in the Table of Liquidated Damages up to the point of termination."

8.4.5 (Add) "It is further agreed that the Owner may deduct from the balance retained by the Owner, under the provisions above, all liquidated damages stipulated herein for delay or termination, as the case may be, or such portions thereof as the said retained balance will cover."

8.4.6 (Add) "The said amount is fixed and agreed upon by and between the Contractor and the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted from any payment due or to become due to the Contractor."

8.4.7 (Add) "Table of Liquidated Damages is as follows:

Table of Liquidated Damages

Total Contract Amount at time of Substantial Completion	Dollars per Day Substantial Completion Delay	Dollars per day Final Completion Delay
$ 1.00 to $ 50,000.00	$ 50.00	$ 1,000.00
$ 50,000.01 to $ 150,000.00	$ 75.00	$ 1,000.00
$ 150,000.01 to $ 500,000.00	$ 100.00	$ 1,000.00

ARTICLE 9: PAYMENTS AND COMPLETION

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9.2 Schedule of Values

(Add the following to the end of this paragraph) "Progress payments and retainage provisions shall be in accordance with the provisions of the Ohio Revised Code pertaining to this matter. The form of the Contractors' Applications for Payment shall be as approved by the Owner."

9.3 Applications for Payment

9.3.1 (Delete the text in this paragraph and replace with the following) "Applications for Payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payment falls due, the Contractor shall submit to the Architect, in triplicate, an itemized Application for Payment, notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require. The form of Application for Payment shall be AIA Document G702-1992 - Application and Certificate for Payment, supported by AIA Document G703-1992 - Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet (G703) shall be prepared the same as in the Schedule of Values submitted by the Contractor. Provided the Contractor's payment application has been submitted on a timely basis and is complete, the Owner will pay the Contractor within thirty (30) days after the Contractor's payment application is approved by the Architect. The Contractor will only be entitled to payment to the extent such approval is given. Payment and retainage shall be as described in the Owner-Contractor Agreement. Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders."

9.3.1.1 (Delete the text in this paragraph, and replace with the following) "Upon request, the Contractor shall submit with each monthly Application for Payment, 1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen, supplier, and laborer of the Contractor in the form of Partial Lien Waiver or such other form as the Architect may require."

9.3.1.2 (Delete the text in this paragraph, and replace with the following) "Upon request, the Contractor immediately will supply the Architect with such information as may be requested so as to verify the amounts due the Contractor including, but not limited to, original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, Subcontractors, and materialmen have been paid to them."

9.3.2 (Add the following to the end of this paragraph) "Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

.1 A list of the fabricated materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.

.2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.

.3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the Work.

.4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.

.5 Evidence that the Architect has visited the Contractor's place of storage and checked all items on the Contractor's certificate. Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.

.6 Subsequent Applications for Payment shall itemize the materials and their cost which were approved on previous Applications for Payment and remain in off-site storage.

.7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense.

.a Subsequent Applications for Payment shall itemize the materials and their cost which were approved on previous Applications for Payment and remain in off-site storage.

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.8 Contractors Application for Payment shall reflect an equal percentage amount (within 2 - 3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns.

.9 If the Contractor disputes a determination by Architect with regard to Applications for Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to prosecute the Work."

9.8 Substantial Completion

9.8.1 After the words "Contract Documents", insert the following: ...."and when all required occupancy permits, if any, have been issued"…..

9.8.3 (Add the following at the end of this paragraph) "At the time the Architect commences the Substantial Completion inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 14 days. The Architect will conduct additional inspections as required to determine that the Work is ready for Substantial Completion inspection. The Architect will invoice the Owner for (1) The cost of inspections between the termination of the initial Substantial Completion inspection and the commencement of the satisfactory Substantial Completion inspection, (2) The cost of inspection or review after the 14 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."

9.8.4 (Add the following at the end of this section) "The Architect shall stipulate the time for the Contractor to complete all items on the list accompanying the Certificate of Substantial Completion, such time shall not be greater than the number of days in Section 01 10 00 and the Bid Form. The Contractor shall complete items on the list within the stipulated period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense. In addition, liquidated damages shall accrue as stipulated in Sections 8.4.1 through 8.4.7."

9.8.6 (Add) "The Contractor shall guarantee all work performed under terms of this Contract for a minimum period of one (1) year from the date of Substantial Completion of the Work."

9.10 Final Completion and Final Payment

9.10.2 (Add the following at the end of this paragraph) "The Contractor shall furnish such evidence as may be necessary to show that any out-of-state Subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:

.1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706-1994 - Contractor's Affidavit of Payment of Debt and Claims.

.2 Release of liens as required under this Paragraph shall be in the form of AIA Document G706A-1994 - Contractor's Affidavit of Release of Liens.

.3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707-1994 - Consent of Surety to Final Payment.

.4 Submit releases and final unconditional waivers of lien from major Subcontractor and supplier.

.5 Submit certification stating that no materials containing asbestos were incorporated into the Work.

.6 Submit certification that all punch list items have been completed."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

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10.2.1 (Add the following after Paragraph 10.2.1, subparagraph .3):

".4 Protect excavations, trenches, buildings, and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the Contract. Construct and maintain necessary temporary drainage to keep excavations free of water.

.5 Provide protection for the Work against wind, storms, cold, or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify the Architect.

.6 Provide shoring and bracing required for safety and for the proper execution of the Work and have same removed when the Work is completed.

.7 Protect, maintain, and restore benchmarks, monuments, and other reference points affected by this work. If benchmarks, monuments, or other reference points are displaced or destroyed, the benchmarks, monuments, and/or reference points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work."

10.2.9 (Add) "The Contractor acknowledges that the safety of the Owner's students, employees, and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees, or guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities."

10.2.10 (Add) "The structure is designed to be self-supporting and stable after the Work is fully completed. Except as otherwise provided in Section 3.3.1 with respect to certain sequencing, it is solely the Contractor's responsibility to determine erection procedures and sequence, and to insure the safety of the building and its component parts during erection. This includes, but is not limited to, the addition of whatever temporary bracing, guys, or tie-downs might be necessary. Such material shall be removed and remain the Contractor's property after completion of the Work."

10.2.11 (Add) "Asbestos products of any kind are not allowed in this Project."

10.5 (Add) "**Project Safety Program**"

10.5.1 (Add) "Each Contractor will develop a written safety and health plan for the Project ("Plan"), applicable to all Contractors and their Subcontractors and suppliers, regardless of tier, and will designate an individual on its staff, who will have responsibility to implement the Plan ("Project Safety Coordinator"). Such implementation will include inspections of the Project Site at least once each week during major construction activity, and notification of employers of hazardous conditions and noncompliance with the Plan. The Plan will conform to all OSHA statutory or regulatory requirements now or hereafter in effect. Each Contractor will provide a copy of the Plan to the Architect for reference."

ARTICLE 11: INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

11.1.1 After the word "companies" in Line 4, add the following Phrase. . . "Rated A++, A+, A, or A- by Best's Insurance Reports and ". . .

11.1.1 (After the phrase "Contract Documents" in Line 6 add the following:)

".1 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

a. Premises' Operations (including X, C, and U coverages as applicable)
b. Products and Completed Operations
c. Contractual - including specific provisions for the Contractor's obligations under Section 3.18
d. Any owned, non-owned, and hired motor vehicles
e. Broad Form Property Damage including Completed Operations
f. Personal Injury Liability, coverages A, B, and C, with Fellow Employee Exclusion deleted
g. Stopgap liability for $100,000.00 limit.
h. Umbrella Excess Liability. Minimum limit of $1,000,000.00, except that if the initial Contract Sum is $300,000 or less, the Contractor does not have to provide umbrella excess liability coverage.
i. An endorsement (CG2010) including the Owner as an additional insured.

.2 The Contractor's Commercial Liability Insurance shall be written on an occurrence basis, if reasonable available. However, if the general liability coverages are provided by a Commercial

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Liability policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than two years after the termination date of coverages required to be maintained after Final Payment, certified in accordance with Section 9.10.2.

.3 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits."

.4 "The insurance required by Section 11.1.1 shall be written for not less than the following, or as required by law, whichever is greater."

".1 Workers' Compensation:
a. State: Statutory
b. Applicable Federal (e.g., Longshoremen's): Statutory
c. Employer's Liability: Statutory

.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREIN ABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:
a. $1,000,000 single limit / $2,000,000.00 aggregate limit.

.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits:
a. Bodily injury (including death) and property damage with a combined single limit of $1,000,000.00.
b. The Contractor shall maintain the foregoing coverage for not less than the duration of the warranty period. The foregoing policy limits may be provided in conjunction with an umbrella policy. The Contractor shall continue to provide evidence of coverage to the Owner on an annual basis during the aforementioned period."

.5 "The Contractor shall submit to the Architect a copy of Certificate of Insurance for the Architect's review and the Owner's approval prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance. The form of certificate preferred is AIA Document G715, Supplemental Attachment for ACORD Certificate of Insurance. Certificates shall include each and every type of coverage specified. Such certificates shall name the Owner, the Architect, their respective board members, employees, agents, and consultants (and their consultants employees and agents) as additional insureds, and shall contain the following statement: It is hereby agreed that the Owner and the Architect will be notified 60 days prior to the cancellation of, expiration of, material alteration of, and/or the election not to renew any insurance policy evidenced by this certificate."

.6 "The Contractor shall require all Subcontractors to provide Workers' Compensation, Comprehensive General Liability, and Automobile Liability Insurance with the same minimum limits specified herein."

.7 "The Contractor shall not commence work under the Contract until he has obtained all insurance required under this heading and such insurance has been approved by the Owner; no such work shall be commenced until the Contractor has filed with the Architect two copies of the necessary certificates evidencing that all required insurance in the requisite amounts, placed with satisfactory carriers, has been obtained. Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration date and certificates again filed with the Architect. Failure to renew and file new certificates with the Architect shall be just cause to withhold periodic payment request until these requirements are met. All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed."

11.1.2.1 (Add) "All performance bonds, if required, shall name the Owner as Obligee and shall include the following conditions:

.1 Each selected Bidder shall provide a bond covering the faithful performance of the Contract. Bond shall be in the amount of 100% of the Principal's bid plus accepted alternates stated in dollars and cents. A percentage is NOT acceptable.

.2 For bidders who provided the Bid Guaranty and Contract Bond with their bid, their form of bond shall be the Bid Guaranty and Contract Bond as described in the Supplementary Instructions to Bidders. (Bid Guaranty and Contract Bond Form is attached).

.3 Bidders who provided a certified check, cashier's check, or irrevocable letter of credit as bid security shall furnish and pay for a Contract Bond in accordance with Ohio Revised Code Section 153.57. The Owner shall be named as Obligee on the Contract Bond.

.4 Contract Bond shall be supported by credentials showing the power of attorney for the attorney-in-fact of the Surety.

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.5 The Bid Guaranty and Contract Bond and, if used, the Contract Bond, shall be signed by an authorized agent of an acceptable surety bonding company and by the bidder. The bond shall be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. Provide certification as described in the Instructions to Bidders. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves, and soundness of investments.

.6 Bond(s) shall be executed on a form specifically meeting all provisions of the Ohio Revised Code Section 153.57 and others as applicable. Said conformance shall be specifically noted clearly on face of the bond.

.7 Furnish, along with the Bond, a Certificate of Compliance from the Ohio Department of Insurance certifying that the surety is authorized to transact business in the State of Ohio."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.1 **Before Or After Substantial Completion**
(Rename Section heading and delete the text in this Section and replace with the following) "Within 48 hours after written notice from the Architect or the Owner (except such period shall be seven days when notice is given after Final Payment) that the Work does not conform to the Contract Documents, or immediately upon oral notice, if the non-conformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist, 1) shall commence to correct such non-conformance, 2) shall thereafter use its best efforts to correct such non-conformance to the satisfaction of the Architect and the Owner, and 3) except where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the non-conformance is eliminated to the satisfaction of the Architect, and the Owner within seven days of such notice. The Contractor shall bear all costs of correcting the non-conformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this Section 12.2.1 may be given at any time. It is the intent that the obligations under this Section 12.2.1 shall continue to apply after Final Completion and Final Payment."

12.2.2 **After Substantial Completion** (Delete this heading and Section 12.2.2.1 in its entirety).

12.2.2.2 Renumber this section to 12.2.1.2.

12.2.2.3 Renumber this section to 12.2.1.3

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 **Governing Law**

13.1.2 (Add) "Jurisdiction. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court, Hamilton County, Ohio, and each party hereby expressly consents to the jurisdiction of such court."

13.4 **Tests and Inspections**

13.4.4 (Delete the text in this section and replace with the following) "Certificates of inspection, testing, or approval, as required by Sections 13.4.1 or 13.4.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."

13.5 **Interest** (Delete this Paragraph in its entirety. References to Paragraph 13.5 elsewhere in the Contract Documents shall also be deleted).

13.6 (Add) "**Construction**"

13.6.1 (Add) "The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement."

13.7 (Add) "**Approvals**"

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13.7.1 (Add) "Except as may be expressly provided herein, the approvals and determinations of the Owner or Architect will be subject to the sole discretion of the respective person and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor will have the burden of proving that it was not made in good faith by a preponderance of the evidence."

13.8 (Add) "**Partial Invalidity**"

13.8.1 (Add) "If any term or provision of this Agreement is found to be illegal, unenforceable or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision."

13.9 (Add) "**Delinquent Personal Property Tax Affidavit**"

13.9.1 (Add) "The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein."

13.10 (Add) "**Entire Agreement**"

13.10.1 (Add) "This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings."

13.11 (Add) "**School District Resolution**"

13.11.1 (Add) "No alcohol, drugs, firearms or smoking is permitted on property owned by the School District. Compliance with all Owner policies covering these items is mandatory."

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

(Delete the entire contents of this Article (14.1 through 14.4) and replace with the following:

14.1 (Add) "**Default of the Contractor**"

14.1.1 (Add) "Events of Default: Each of the following constitutes an event of default of the Contractor:

.1 The failure of the Contractor, (1) to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or (2) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, (3) except where an extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.

.2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor."

14.1.2 (Add) "Owner's Remedies: Upon the occurrence of an event of default the Owner will have the following remedies, which will be cumulative:

.1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;

.2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum;

.3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;

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.4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents."

14.1.3 (Add) "Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect's additional services and costs, expenses, or damages incurred by the Owner as a result of the event of default, including attorney's fees and the administrative expensive of the Owner's staff, such excess will be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be the final determination of the amount owed, except for sums coming due thereafter. The obligations under this paragraph will survive the termination of this Agreement."

14.2 (Add) "**Default of the Owner**"

14.2.1 (Add) "Events of Default: Except for the failure to pay the Contractor which will be subject to the terms of the General Conditions and Supplementary General Conditions of the Contract, the following constitutes the exclusive event of default of the Owner:
.1 The failure of the Owner to perform its obligations under the Contract Documents and to correct such failure within 90 days after written notice thereof from the Contractor."

14.2.2 (Add) "Contractor's Remedies: Upon the occurrence of an event of default by the Owner, unless the Owner admits in writing that it is in default, except as expressly provided in the General Conditions or the Supplementary General Conditions of the Contract, the Contractor's sole and exclusive remedy will be to submit the dispute to the Architect for its decision under Article 4.2 of the General and Supplementary General Conditions of the Contract for the Project, and then provided the Contractor is entitled to do so under the terms of the Contract Documents to litigate the dispute. If the Owner admits in writing that it is in default, then the Contractor will be entitled to remedies which it would otherwise have at law or in equity."

14.3 (Add) "**Termination for the Convenience of the Owner**"

14.3.1 (Add) "The Owner may, in its discretion and without cause, by written notice to the Contractor terminate the Contract for the Owner's convenience."

14.3.2 (Add) "Upon receipt of a written notice from the Owner terminating the Contract without cause and for the Owner's convenience, the Contractor will (1) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (2) take reasonable and necessary action to protect and preserve the Work, and (3) unless otherwise directed by the Owner, terminate agreements with Subcontractors and suppliers."

14.3.3 (Add) "If the Contract is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in Section 14.1 of these Supplementary General Conditions, the Owner will pay the Contractor, (1) for Work performed under the Contract up to the date the notice of termination is received by the Contractor at the rates for Work performed under the Contract, including overhead and profit up to the date of termination, (2) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders under Section 7.3.3, (3) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders under Section 7.3.3, (4) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and other costs incurred by the Contractor directly as a result of the termination of the Contract."

14.3.4 (Add) "If the Contract is terminated without cause and for the Owner's convenience and there exists an event of the Contractor's default, as defined in Section 14.2 of these Supplementary General Conditions, the Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under Section 14.2."

14.3.5 (Add) "The termination of the Contract shall be with or without prejudice to rights or remedies which exist at the time of termination."

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 Claims for Additional Time

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15.1.6.1 (Delete the text in this paragraph and replace with the following) "If claims for additional time are submitted by the Contractor and are substantiated as per Contract requirements, a Change Order extending Contract Time only will be issued by the Architect. However, under no circumstances will the Contractor be entitled to any damages or additional compensation related to or for Contract Time extensions or delays."

15.1.6.2 (Delete the text in this paragraph and replace with the following) "Claims for additional time based on adverse weather conditions will be considered only if the Contractor provides evidence that monthly precipitation and temperature averages vary significantly from those of the norm. The norm shall be defined as those monthly precipitation and temperature averages indicated by the National Oceanic and Atmospheric Administration averaged over the past 30 years, at the location closest to the site. Weather conditions will be considered for all months affecting the critical path, and determined once the critical path is no longer affected by weather conditions. Both, months with conditions better than the norm, and those with adverse conditions will be considered in summation of the delay. Notifications of delay to be in accord with related articles of General Conditions."

15.2.6 (Delete this section in its entirety and replace with the following) "Either party may, within 30 days from the date of receipt of an initial decision, make a demand in writing for mediation. If such a demand is not made by either party with 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."

15.2.6.1 Delete this section in its entirety.

15.4 Arbitration
Delete Section 15.4 in its entirety. Arbitration is not applicable to this Project.

(Add) "ARTICLE 16: EQUAL OPPORTUNITY"

16.1 (Add) "**Policies of Employment**"

16.1.1 (Add) "The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection 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."

16.1.2 (Add) "The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

END OF SECTION 00 73 01

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DOCUMENT 00 73 04 - WAIVER OF ESCROW AGREEMENT

The undersigned Contractor has entered into a contract with the **Board of Education of the Winton Woods City School District** (the "School District") for certain improvements as described in the Owner-Contractor Agreement. In connection therewith, the Contractor and the School District acknowledge that the School District is obligated by Sections 153.12, 153.13 and 153.14 of the Ohio Revised Code to retain (withhold) a certain percentage of funds that would otherwise be paid to the Contractor for labor performed and materials and equipment supplied for the Project, and further deposit any retained funds into a separate escrow account. With full understanding of the above obligations, the Contractor hereby waives any and all rights that it may have relating to the establishment of a separate escrow account for the deposit of the retained funds. The Contractor also waives any and all claims it may have to interest on that separate escrow account under Section 153.63 of the Revised Code or other provisions of law. In consideration of the waivers herein contained, the School District shall maintain a separate accounting for the Project and retained funds, and shall pay such funds to the Contractor when they become due and payable under the terms of the Owner-Contractor Agreement.

_____	_____
Printed Name of Contractor	Bid Package
_____	_____
Signature and Title of Authorized Officer	Contract Date

Dated:_____, 20____

BOARD OF EDUCATION WINTON WOODS CITY SCHOOL DISTRICT

By: _____
Treasurer, Board of Education

Dated:_____, 20_____

END OF DOCUMENT 00 73 04

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Contractor background check.
7. Specification and Drawing conventions.

B. Related Requirements:
1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: North Campus Stadium Fence Replacement
1. Project Location: 1231 W Kemper Road, Cincinnati, Ohio 45240.

B. Owner: Winton Woods City Schools
1. Owner Location: 825 Waycross Road, Suite A, Cincinnati, Ohio 45240.

C. Architect: SHP.
1. Architect’s Location: 312 Plum Street, Suite 700, Cincinnati, Ohio 45202.
2. Architect’s Construction Representative: Allison McKenzie.
3. Telephone: 513-381-2112.
4. Website: www.shp.com

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
1. Work includes replacement of the stadium fence and gates and other Work indicated in the Contract Documents.

B. Type of Contract.
1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
   2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Work shall be generally performed during normal daylight working hours Monday through Friday. Saturday work is permitted if Contractor determines this necessary to attain the indicated schedule and shall be considered part of the Work without claim for extra compensation. Sunday and Holiday work may be permitted with advance request and approval.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated.
   1. Notify Owner not less than two days in advance of proposed utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify Owner not less than two days in advance of proposed disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.7 CONTRACTOR BACKGROUND CHECK

A. All contractors working on-site will be subjected to background checks.
   1. Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification criminal background check of the employees of the Contractor or of any subcontractor or sub-subcontractor that will perform Work or services or otherwise be present at the Project site. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at the Contractor's sole cost and expense. No person shall be employed by the Contractor, subcontractor or sub-subcontractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or the laws of any of the other states. The Contractor shall remove (and shall cause its subcontractors and sub-subcontractors to remove) any person from the Project site found (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the Owner for any reason, including without limitation, interference or delay, and (ii) excuse the Contractor, subcontractor and/or sub-subcontractor from meeting the construction schedule. Without limiting any other remedy the Owner may have for failure of the Contractor to comply with these provisions, the Owner may suspend the processing of Applications for Payment until the Contractor complies. (If requested, the Owner may require a Federal Bureau of Investigation criminal background check of the employees of the Contractor or of any subcontractor or sub-subcontractor. If the Owner requests such additional investigations, the Owner will do so at their own expense).
   2. Contractors shall use: SELECTION.COM • 1-800-325-3609 to perform these services. An identification badge will be issued to all approved workers. **This badge will be required to be worn at all times.**

3. The Owner will allow the use of existing, completed background checks from companies who already have them for their employees. These existing background checks must have been issued no later than 9 months prior to bid opening. Existing background checks must have been issued by a certified company. The Owner has the final determination if these existing background checks will be allowed to be used. The Contractor is responsible for any rejections. New badges for this Project will still need to be obtained from SELECTION.COM.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 23 00 – ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
   2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 CLARIFICATIONS

A. Extent of work for each alternate is indicated on the drawings and/or in the associated technical specification sections; in case of any uncertainty request clarification from Architect before bidding, in time for addendum preparation.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other Work of the Contract.

D. Schedule: A Part 3 “Schedule of Alternates” Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate materials and their installation for each alternate with related materials and installation under other subcontracts to ensure each item is completely integrated and interfaced with related work of same and other contracts and all costs for such integration are included in the alternate Work amount.

3.2 SCHEDULE OF ALTERNATES

A. Alternate No.1: Each bidder is requested to state the change in cost to provide a 6-0” tall steel fence and gates in lieu of the 10’-0 black coated chain link fence and gates.

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
1. Administrative and procedural requirements for **Substitution requests**.
2. Administrative and procedural requirements for **Comparable Product requests**.

B. Request Form
1. Form that must be used for initiating a Substitution request or a Comparable Product request is included at the end of this Section; the use of any other form or format or process for considering a product change will be rejected without review.
a. READ AND FOLLOW THE INSTRUCTIONS FOR USE OF THIS FORM!

C. Related Requirements:
1. Section 01 60 00 "Product Requirements" for requirements applicable to products to be selected for use on the Project including those listed in individual specification Sections and those proposed by the Contractor as comparable products.

1.2 DEFINITIONS

A. **Substitutions**: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. **Substitutions for Cause**: Changes proposed by Contractor that are required due to changed Project conditions such as unavailability of product, regulatory changes, or unavailability of required warranty terms. Changes proposed by Contractor that offer Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume.
2. **Substitutions for Convenience**: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

B. **Comparable Product**: Product that is demonstrated and approved, through the substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of a specified product.

C. Request for Substitution and Comparable Product Request: Written request from the Contractor to the Architect seeking the use of a product, material, equipment, or method of construction that differs from the one indicated in the Construction Documents.

1.3 ACTION SUBMITTALS

A. Substitution for Cause, Substitutions for Convenience, and Comparable Product Requests.
1. Submit fully executed request form and all substantiation documentation of each request for consideration. Do not combine multiple requests on one form.

B. Request Form: Use copy of the form provided in Part 4 of this Section only; no other form will be accepted.

C. Documentation: Type and format required to completely prove equality to specified products, materials and systems. Reference to the proposed product manufacturer’s website or catalog will not be considered responsive to this requirement.

D. Submission of a Substitution for Convenience Request or a Comparable Product Request does not mandate its review or approval. Architect has no obligation to justify or explain acceptance or rejection of any product change request; Contractor shall not protest Architect’s decision relative to this project but may discuss the proposed product with the Architect for consideration on future projects.

1.4 QUALITY ASSURANCE

A. Failure to Procure: The failure of the Contractor to procure a product or material on schedule will not be considered adequate reason for submitting a substitution request or a comparable product request unless the time required for procuring such product or material by reasonable means exceeds the time available at the Contractor's earliest opportunity to order.
   1. Contractor’s failure to make submittals in a timely manner to attain a favorable review shall not be considered justification to extend Contractor’s ‘earliest opportunity’.

B. Compatibility of Substitutions and Comparable Products: Investigate and document compatibility of proposed substitution and comparable product with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

C. Product Change after Award of Contracts: Regardless of Architect’s review and acceptance, all changes and associated cost or schedule effects required to associated materials caused by a product change after Award of Contract are the responsibility of the contractor initiating the product change. Submitter of product change request after Award of Contracts is responsible for notifying all associated work contractors of the change and for negotiating with them all differences and costs in their work.

1.5 PROCEDURES

A. Coordination: Revise or adjust all affected Work as necessary to integrate work of the approved substitutions and comparable products.

1.6 SUBSTITUTIONS FOR CAUSE REQUESTS

A. Substitutions for Cause:
   1. Will be considered after Award of Contract but no later than 30 days prior to the time required for preparation and review of related submittals.
   2. Will be considered only if submitted by a Prime Contractor.
   3. Will be considered only when accompanied by the fully executed form required (see Part 4 of this Section) and with all substantiating documentation provided by the Contractor.
      a. Reference to the proposed product manufacturer’s website or catalog will not be considered responsive to this requirement.

B. Conditions: Architect will consider Contractor's request for substitution for cause when a preponderance of the following conditions are satisfied. If applicable conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements.
   1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   2. Equal product available for lesser cost, in which case the savings to Owner shall be indicated.
   3. Specified product not available due to discontinuance or other circumstance beyond the Contractor's control.
   4. Specified product not recommended or warranted by manufacturer for intended application.
   5. Specified product not approved for use by federal, state, or local authorities having jurisdiction; provide documentation or written statement of the authority.
   6. None of the products specified meet performance or warranty requirements specified.
   7. Requested substitution does not require extensive revisions to the Contract Documents.
   8. Requested substitution is consistent with the design intent and the Contract Documents and will produce indicated results.
   9. Requested substitution will not adversely affect Project Construction Schedule.
   10. Requested substitution has received necessary approvals of authorities having jurisdiction.
   11. Requested substitution is compatible with other portions of the Work.
   12. Requested substitution provides specified performance and warranty.
   13. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. Documentation: In addition to information requirements stated in the form included in Part 4, provide greater detail about the following:

1. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
2. Coordination information, including a list of changes or revisions needed to other parts of the Work including that of separate Prime Contractors that will be necessary to accommodate proposed substitution.
    a. Failure to document changes that will be required to other work will result in the cost of such changes being back-charged to the contractor submitting the request.
3. Detailed side-by-side comparison listing significant qualities of proposed substitution and those of the Work specified as indicated in the Form in Part 4. Provide a separate sheet if the form does not provide enough spaces. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    a. Attach product data and, if applicable, drawings and descriptions of products and fabrication and installation procedures of the proposed substitution and the same information of at least one of those named in the specifications, for comparison and substantiation of the data listed in the form.
4. Samples, where applicable or requested.
5. Certificates and qualification data, where applicable or requested.
6. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
7. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
8. Research reports evidencing compliance with building code in effect for Project.
9. Detailed comparison of Project construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
10. Cost information, including a proposal of change, if any, in the Contract Sum.
11. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
12. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

D. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 15 days of receipt of a request for substitution for cause. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    1. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

E. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
    1. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.

1.7 SUBSTITUTION FOR CONVENIENCE REQUESTS

A. Substitutions for Convenience (see separate paragraph for comparable product requests):
    1. Will be considered only prior to Bidding.
    2. Will be considered only if submitted by a Prime Contract Bidder.
    3. Will be considered only when received in time for a thorough review by the Architect before deadline for issuance of an addendum is reached.
    4. Will be considered only when accompanied by the form required (see Part 4 of this Section) and with all substantiating documentation provided by the Contractor.
        a. Reference to the proposed product manufacturer’s website or catalog will not be considered responsive to this requirement.

B. Conditions: Architect may consider Contractor's request for substitution for convenience when one or more of the following conditions are satisfied. If applicable conditions are not satisfied, Architect will take no action or may return requests without action except to record noncompliance with requirements.

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume.
   a. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the design intent and the Contract Documents and will produce indicated results.
4. Requested substitution will not adversely affect the Project Construction Schedule.
5. Requested substitution has received necessary approvals of authorities having jurisdiction.
6. Requested substitution is compatible with other portions of the Work.
7. Requested substitution has been coordinated with other portions of the Work.

C. Documentation: In addition to information requirements stated in the form included in Part 4, provide the following:
1. Statement indicating why specified product or fabrication or installation is being proposed.
2. Coordination information, including a list of changes or revisions needed to other parts of the Work including that of separate Prime Contractors that will be necessary to accommodate proposed substitution.
   a. Failure to document changes that will be required to other work will result in the cost of such changes being back-charged to the Contractor submitting the request.
3. Detailed side-by-side comparison listing significant qualities of proposed substitution and those of the Work specified as indicated in the Form in Part 4. Provide a separate sheet if the form does not provide enough spaces. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   a. Attach product data and, if applicable, drawings and descriptions of products and fabrication and installation procedures of the proposed substitution and the same information of at least one of those named in the specifications, for comparison and substantiation of the data listed in the form.
4. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
5. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of substitution to produce indicated results.

D. Architect's Action:
1. If necessary, Architect will request additional information or documentation for evaluation.
2. Form of Acceptance: Inclusion of the requested product, material, or method in an addendum issued to all bidders prior to Bidding.
3. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.

E. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.8 COMPARABLE PRODUCT REQUESTS

A. Comparable Product Requests:
1. Will be considered only prior to Bidding.
2. Will be considered only when received in time for a thorough review by the Architect before deadline for issuance of an addendum is reached;
3. **Will be considered only when accompanied by the fully executed form required** (see Part 4 of this Section) and with all substantiating documentation provided by the Contractor.
   a. Reference to the proposed product manufacturers website or catalog will not be considered responsive to this requirement.
4. Submit a separate request package for consideration of each individual comparable product desired.

B. Conditions: Architect may consider Contractor's request for comparable product when one or more of the following conditions is satisfied. If applicable conditions are not satisfied, Architect will take no action or may return requests without action except to record noncompliance with requirements.

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, including the work of others, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Documentation that comparable product will not adversely affect any sustainable design credit being sought for the Project.
3. Evidence that proposed product provides specified warranties.

C. Architect's Action:
1. If necessary, Architect will request additional information or documentation for evaluation.
2. Form of Acceptance: Inclusion of the requested product, material, or method in an addendum issued to all bidders prior to Bidding.
3. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.

D. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS

A. Form begins on the next page. Use separate additional pages if necessary to list all performance criteria.

B. Use a separate form for each individual Product for which consideration of a change is being requested. Any written justifications, reasons, explanations, or statements relative to the request shall be provided on the Contractor’s letterhead, dated and signed.

C. DIRECTIONS for use of Form:
1. Contractor must submit a side-by side comparison of all pertinent specification criteria listing the performance criteria of one of the specified products along side of the same criteria of the product the Contractor would like to use instead. Use the form.
   a. In the first column, re-state the performance requirements given in the specification. List all performance, strength, size, thickness, material, warranty requirements, sustainable design contribution, selection options, and so forth specified; not just one or two.
   b. In the second column, select one of the products named in the specification section and list the corresponding performance values of that product.
   c. In the third column. list the corresponding performance values of the product being submitted for consideration.
2. Architect will review Requests for Substitution for Cause, Requests for Substitution for Convenience, and for use of Comparable Products only when submitted using this form and with all supporting documentation included.
3. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.

continued

SUBSTITUTION REQUEST FORM

Project:_____

SHP Project Number:_____ _____date_____

NOTE:

This form is to be used for Substitutions and Comparable Product Requests during bidding. Substitution-for-Cause Requests after bidding will be considered only for extreme justification and substantial benefit to the Owner as described elsewhere in the Documents, and with compensation to the Architect for evaluation time.

We hereby request the following be considered as an acceptable product / material / manufacturer for the above referenced project.

Section and Paragraph No.	Specified Manufacturer and Product	Proposed Substitution
_____	_____	_____

***DIRECTIONS**: List **all** specified performance criteria of **one of the products named** in the specification and then the corresponding criteria of the proposed substitution product. Include performance criteria, referenced standards, codes, color / texture selection availabilities, sustainable design criteria, and warranty data. Provide a separate form for each product to be considered.*

Criteria Description	Specified Product Provides / Meets	Proposed Product Provides / Meets
1_____	_____	_____
2_____	_____	_____
3_____	_____	_____
4_____	_____	_____
5_____	_____	_____
6_____	_____	_____
7_____	_____	_____
8_____	_____	_____
9_____	_____	_____
10_____	_____	_____
11_____	_____	_____
12_____	_____	_____

It is understood and expressly agreed that the submitter has investigated the potential effects of the use of the comparable product / substitution and accepts full responsibility for all consequential affects including but not necessarily limited to the following relative to the use of the proposed item:

Effects on other construction including other Contracts; Effects on the Project Construction Schedule; Fitness for the use intended; Equivalency to that specified; Acceptability by authorities having jurisdiction; Safety when used as indicated.

In submitting this form, Contractor understands and agrees that the Architect has no obligation to justify or explain acceptance or rejection of a substitution or comparable product request.

Substitution Request Form – page 1 of 2

For Requests considered after Award of Contract, the Contractor's responsibility includes but is not necessarily limited to: Cost of adjustments to other Work including modifications to work in place; compensation for construction delays, compensation for evaluations by the Architect, consultants and other contractors. *(Complete entire Substitution Request Form)*

Justification: *For Request **after bidding** list at least three significant reasons and Owner benefits for why the proposed substitution should be considered; Architect may request additional justifications*:

1 _____

_____

_____

2 _____

_____

_____

3 _____

_____

_____

Include with this form all additional product literature and information necessary for the Architect to verify data stated in this form and to properly compare the requested product with the specified product. The Architect will not be responsible for delays caused by lack of information. Architect makes no assurances that proposed comparable product will be evaluated in time to be included in the Project by Addendum; Bid Date will not be extended for comparable product / substitution request consideration.

Submitted by:

_____
Company

_____
Address 1

_____
Address 2

_____
Phone

_____
Fax

_____
E-mail

_____
Name and Signature

SHP ACTION:

☐ Approved ☐ Rejected By: _____ Date: _____

Note:
Regardless of action indicated, return or non-return of this form to the submitter has no legal bearing on acceptance or rejection of a proposed product, manufacturer, or method. Proposed changes are officially accepted for use in the Project only when included in the Contract during bidding by Addendum or (after award) in the Contract by Change Order.

Substitution Request Form – page 2 of 2

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710-2017, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
      e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
   7. Proposal Request Form: Use forms acceptable to Architect.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

A. Comply with requirements of Division 00 Section “General Conditions” article 7 as amended by Supplementary General Conditions.

B. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in 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.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Owner's name.
   c. Name of Architect.
   d. Architect's project number.
   e. Contractor's name and address.
   f. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
5. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
6. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
7. In addition to the Contractor’s construction activities, the Contract Cost Breakdown must include the following line items with the associated percentage of the contract value allocated to that activity.
   a. Progress Meeting Attendance - 0.5% of the Contract.
   b. Record Drawing Updates.
   c. Allowances.

d. Temporary Facilities.
e. Correction of punchlist items - 0.5% of the Contract.
f. Specified Training – 1% of the Contract.
g. Bonds: Insurance, permits and tests.
h. Mobilization.
i. Demobilization.
j. Submittals in the amount of 2% of the Contract; however, not less than $1,000.00 nor more than $10,000.00.
k. Daily clean up.
l. Final Cleaning.
m. Closeout costs in an amount equal to 1% of the Contract amount; however, not less than $500.00 or more than $10,000.00.

8. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
9. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit one signed and notarized original copy of each Application for Payment to Architect by e-mail by agreed upon monthly submittal date. Include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Executed contract. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Schedule of unit prices.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.

I. Application for Payment at Substantial Completion: After Architect issues 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.
    a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, 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. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
7. AIA Document G707-1994, "Consent of Surety to Final Payment."
8. Evidence that claims have been settled.
9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
10. Final liquidated damages settlement statement.
11. Proof that taxes, fees, and similar obligations are paid.
12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:
1. Preconstruction photographs.

B. Related Requirements:
1. Section 02 41 16 "Structure Demolition" for photographic documentation before building demolition operations commence.
2. Section 02 41 19 "Selective Demolition" for photographic documentation before selective demolition operations commence.
3. Section 31 10 00 "Site Clearing" for photographic documentation before site clearing operations commence.

1.2 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.
1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in file metadata tag:
a. Name of Project.
b. Name of Architect.
c. Name of Contractor.
d. Date photograph was taken.
e. Description of location, vantage point, and direction.
f. Unique sequential identifier keyed to accompanying key plan.

1.3 RIGHTS

A. Ownership and copyright privileges of photographic images belong to the Owner and the Architect. Under penalty of Law, the Contractor shall not provide or transmit in any manner construction photographs to any entities except the Owner and the Architect without written authorization from the Architect.

1.4 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.
1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
   1. Flag construction limits before taking construction photographs.
   2. Take photographs of existing buildings on property to accurately record physical conditions at start of construction.
   3. Take photographs of existing pavements, landscaping, and lawn areas to accurately record physical conditions, especially settlement or cracking, at start of construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Administrative and procedural requirements for submittals.
2. Web-based file sharing system.

B. Related Requirements
1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 32 33 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
3. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. ShareFile: Web-based file sharing site, owned by Citrix Systems, which will be utilized to organize and exchange submittals. Access to ShareFile is available through Architect at no cost.

1.3 SUBMITTAL FORMATS

A. Transmittal: Include the following information on transmittal form:
1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier.
    1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Maintain a single numeric sequence regardless of whether an individual submittal is physical or electronic.
    2) Resubmittals shall include an alphanumeric suffix after another decimal point (e.g., 061000.01.R1).
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

1.4 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Web-Based File Sharing: Prepare submittals in PDF form, and upload to web-based file sharing website. Enter required data in web-based file sharing site to fully identify submittal.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. Processing time starts when related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
1. Time for review shall commence on Architect's receipt of submittal whether physically delivered to Architect’s office or electronically delivered to ShareFile.
2. Review time concludes upon Architect’s date of return-transmittal form whether physically delivered to Contractor or electronically delivered to ShareFile.
3. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
4. Required processing times are as follows regardless of any conflicting statement made elsewhere:
a. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
1) Color selections: For submittals that require a color or texture selection by the Architect, submit physical samples in advance of electronic submission.
b. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
c. Resubmittal Review: Allow 14 days for review of each resubmittal.
d. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

D. Resubmittals: Make resubmittals in same form as initial submittal.
1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. **Repetitious resubmittals** not complying with previous submittal annotations will result in back-charges against the Contractor for excessive Architect / Consultant review time.
a. This applies whenever a resubmittal must be revised and resubmitted due to non-compliance with a previous annotation. If there is any question about an annotation that the submitter feels cannot be followed, the submitter must initiate discussion with the Architect, not simply ignore the annotation.
b. Back-charges assessed for these reasons must be paid directly to the reviewing entity in advance of the Contractor’s next partial Application for Payment or payment request will not be processed.

E. Processing Electronic Submittals:
1. Assemble all documents of a submittal, including transmittal, into a single PDF. Do not combine multiple submittals into the same PDF. Before creating PDF, ensure the following:
a. Documentation is complete and in compliance with the Contract Documents.
b. Product selections and options intended to be provided are *clearly* selected and identified in the submittal.

1) Failure to identify selections may result in rejection of the submittal without further review.

c. Where Architect selections are needed, ensure the available selections are clearly identified in the submittal; where color or texture selections by the Architect are needed, Contractor is required to submit actual physical samples; no color will be selected from electronic submissions.

d. Contractor has stamped, signed, and dated their confirmation that the submittal is correct, complete, and in compliance with Contract Documents.

2. Ensure PDF is legible in both electronic (screen) version AND printed version.
   a. In general, create PDF from an original electronic file rather than from a scanning process.
   b. Illegible PDFs will be returned to Contractor without review.
   c. No change in Contract Time will be authorized for Contractor's failure to provide actionable PDF submittals.
3. Upload PDF to designated folder on ShareFile website and email Architect accordingly. Architect will email Contractor when submittal review is complete and ready for Contractor's download. Architect will provide ShareFile access instructions and detailed submittal routing procedures at pre-construction meeting.
4. Retrieve completed submittals from the ShareFile website, maintain its own electronic file of all completed submittals, and shall provide paper copies of submittals as may be needed for field installation or its own purposes.

1.5 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's installation instructions.
   c. Color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams that show factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
   a. Project name and submittal number.
   b. Generic description of Sample.

c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Processing:
   a. Submit actual-material Samples, with transmittal, to Architect for review and action.
   b. Upload PDF of transmittal to ShareFile website including digital image file illustrating Sample characteristics and identification information for record.
   c. Architect will transmit review action to Contractor through ShareFile.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected rom manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned to jobsite.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

1.6 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect
   1. Do not process submittals that do not comply with requirements.
   2. Do not process submittals that are not clearly marked to indicate the specific products and specific product options.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
   1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S REVIEW

A. Requirements of this Section are intended to supplement requirements of the General Conditions and Supplementary General Conditions. Any reference herein, in the General Conditions, or elsewhere in the Project Manual, to Architect's "Approval" of any submittal shall not be construed as the Architect assuming any responsibility of the Contractor or any other entity, nor acceptance of any product or work not in conformance with the Contract Documents.

B. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

E. Incomplete submittals, including submittals that do not highlight specific product choices or options, are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

G. Submittal of un-named products when a Section includes a list of acceptable products will be returned by Architect without review. Comply with Section 01 25 00 "Substitution Procedures" for *consideration* of substitutions and comparable products.

H. Architect will not review submittals that do not bear Contractor's approval stamp and will return them 'rejected' without further action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

F. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

C. If differing requirements, quantities, or quality levels are indicated between Drawings or between Drawings and Specifications, comply with the most stringent requirement, quality level, and greater quantity. No increase in the Contract Sum will be considered for Contractor bidding the less stringent requirement, lower quality, and lesser quantity instead of seeking clarification during bidding.

1.5 INFORMATIONAL SUBMITTALS

A. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

E. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Where tests reveal non-compliant work, Owner’s testing agency will perform retesting and reinspection of corrected Work at Contractor’s expense.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

C. 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.
1. Where copies of standards are needed to perform a required construction activity or to resolve any construction activity uncertainty or dispute, Contractor shall immediately obtain copies of the relevant standard directly from publication source and keep on site for reference by all entities.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. CPSC - U.S. Consumer Product Safety Commission; www.cpsc.gov.
2. DOC - U.S. Department of Commerce; www.commerce.gov.
3. DOD - U.S. Department of Defense; www.defense.gov.
4. DOE - U.S. Department of Energy; www.energy.gov.
5. DOJ - U.S. Department of Justice; www.ojp.usdoj.gov
6. DOS - U.S. Department of State; www.state.gov.
7. EPA - United States Environmental Protection Agency; www.epa.gov.
8. FAA - Federal Aviation Administration; www.faa.gov.
9. GPO - U.S. Government Publishing Office; www.gpo.gov.
10. GSA - U.S. General Services Administration; www.gsa.gov.
11. HUD - U.S. Department of Housing and Urban Development; www.hud.gov.
12. LBNL - Lawrence Berkeley National Laboratory; Energy Technologies Area; www.lbl.gov/.
13. NIST - National Institute of Standards and Technology; www.nist.gov.
14. OSHA - Occupational Safety & Health Administration; www.osha.gov.
15. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
16. USACE - U.S. Army Corps of Engineers; www.usace.army.mil.
17. USDA - U.S. Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
18. USDA - U.S. Department of Agriculture; Rural Utilities Service; www.usda.gov.
19. USP - U.S. Pharmacopeial Convention; www.usp.org.
20. USPS - United States Postal Service; www.usps.com.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from U.S. Government Publishing Office; www.govinfo.gov.
2. DOD - U.S. Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
3. DSCC - Defense Supply Center Columbus; (see FS).
4. FED-STD - Federal Standard; (see FS).
5. FS - Federal Specification; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from U.S. General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
6. MILSPEC - Military Specifications and Standards; (see DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (see USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: 120 volt electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

D. No other public utilities are provided on the site; all other utilities required for construction shall be provided by the Contractor as temporary facilities.

1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

PART 2 - PRODUCTS

A. Sanitary Facilities: Provide and maintain temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

B. Sanitary Facilities within Existing Building is Contractor option: Owner will designate toilet rooms and drinking water within the building for use by construction personnel. Contractor will be responsible to clean and maintain the space in an orderly fashion and, at the end of the project, to leave the space in the condition it was originally found.

C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Remove trash from site daily or provide dumpster adequate for all waste material and debris at end of each day; service as required.
1. Allow no loose material piles or fenced debris containment areas.

D. Enclosure Fence: Contractor option to enclose staging area. Use portable chain link fencing that does not penetrate or damage pavement.

E. Barricades, Warning Signs, and Lights: Provide safety devices and protections as required by work or by authorities having jurisdiction including but not limited to structurally adequate barricades, fences, warning signs and lighting.

F. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

G. First Aid: Maintain first aid kit adequate for all common construction needs and injuries. Kit must be unlocked and accessible for quick retrieval at all times construction is underway.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

A. Temporary Use of Existing Permanent Drives, Walks, and Paved Areas: Photo-document condition of existing driveways, parking lots and sidewalks used for construction purposes and access. Show in particular any condition that may later be interpreted as construction damage.
1. Maintain paved areas in good undamaged condition. Review conditions daily and immediately assess any inadvertent damage and identify cause / responsible contractor.
2. Contractor shall provide protective means they deem necessary to protect against pavement damage from their operations.

B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.4 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
1. Administrative and procedural requirements for selection of products for use in Project.
2. Product delivery, storage, and handling.
3. Manufacturers' standard warranties on products.
4. Special warranties.

B. Related Requirements:
1. Section 01 25 00 "Substitution Procedures" for requests to submit consideration of **comparable products**.
2. Section 01 25 00 "Substitution Procedures" for requests for **substitutions**.
3. Section 01 42 00 "References" for applicable industry standards for products specified.
4. Section 01 77 00 "Closeout Procedures" for submitting warranties.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
3. Comparable Product: Product that is demonstrated and approved through Section 01 25 00 “Substitution Procedures” process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of a specified product.
a. Comparable products are allowed only under conditions and processes described in Section 01 25 00 “Substitution Procedures”.

B. Substitutions: Changes proposed by the Contractor in products, materials, equipment, or methods of construction from those required by the Contract Documents.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis-of-design” product, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating equivalent features of products of other manufacturers named in the specification.
1. Designating one product or manufacturer as the “Basis-of-Design” does not either directly or unintentionally establish a proprietary specification. It is fully expected that the other named manufacturers have standard or modified products, with or without accessory and supplementary items or methods of installation that provide equivalent utility, function, properties and design intent to the basis of design.
2. Any Contractor needing clarification about the acceptability of a product or method of installation of one of the other named manufacturers shall seek clarification from the Architect during bidding by submitting complete documentation for the intended product and a written statement of intent. Submit full substantiating documents in time for Architect’s review and analysis before the cutoff date for issuing an Addendum.
3. If clarification is not requested as required during bidding, comply with the Architect’s instructions during Submittals Process that establish other named manufacturer product equivalency to the basis-of-design product; or provide the basis-of-design product.

D. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named

manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications.

1.3 SUBSTITUTIONS / COMPARABLE PRODUCTS

A. Contractor substitution requests for convenience or for cause; and requests to use comparable products, will be considered only when presented in compliance with Section 01 25 00 “Substitution Procedures”.

B. Failure to process or order in a timely manner:
1. Failure to process product submittals or to order materials, in time to meet construction schedule requirements is not justification for providing any product or method that differs from the Construction Documents.
2. IF a substitution for cause is acceptable to the Architect, any and all costs associated with the substitution including but not limited to, providing a superior product to the one specified, expedited deliveries, special production runs, custom modifications or finishes, and adjustments to other Work in place or yet to be installed, shall be paid by the Contractor who’s failure to process or order in a timely manner has caused the change. In no case shall any cost be passed on to the Owner for such failure.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Contractor is responsible for providing products and construction methods compatible with products and construction methods of other Contractors. Date of Architect’s favorable review shall be the date used in determining precedence.
2. If a dispute arises between Contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used. Provide products determined by Architect with no additional cost to Owner.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
a. Name of product and manufacturer.
b. Model and serial number.
c. Capacity.
d. Speed.
e. Ratings.
3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Provide anchorage devices suited to conditions and that will maintain strength throughout the life of the installation without loosening, failure, deterioration, rust or staining.
3. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
4. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
5. Where products are accompanied by the term "as selected," Architect will make selection.
6. Where products are accompanied by the term "match sample," sample to be matched is Architect's; or Architect will advise specific location / criteria to be matched.
7. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
8. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article in Section 01 25 00 “Substitution Procedures” to obtain approval for use of a particular unnamed product.

B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor convenience will not be considered.
a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor convenience will not be considered.
a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
   a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
   b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
   a. Any Contractor needing clarification about the acceptability of a product or method of installation of one of the other named manufacturers shall seek clarification from the Architect during bidding by submitting complete documentation for the intended product and a written statement of intent.
      1) Submit full substantiating documents in time for Architect’s review and analysis before the cutoff date for issuing an addendum.
      2) If clarification is not requested as required during bidding, comply with the Architect’s instructions during the Submittals Process that establish other named manufacturer product equivalency to the basis-of-design product; or provide the basis-of-design product.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: ONLY as indicated and following the processes stated in Section 01 25 00 “Substitution Procedures.”

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 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 procedures applicable to **ALL Divisions of the Work**.
4. Protection of installed construction.
5. Correction of the Work.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

C. "Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, and for other similar purposes.

D. Cutting and patching performed during the manufacturer of products or during the initial fabrication, erection, or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".

1.3 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
a. Water, moisture, or vapor barriers.
b. Membranes and flashings.

c. Exterior curtain-wall construction.
d. Sprayed fire-resistive material.
e. Equipment supports.
f. Piping, ductwork, vessels, and equipment.
g. Noise- and vibration-control elements and systems.

3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing site survey, topography, and subsurface conditions: Existing conditions presented in drawing, report or specification form are believed accurate within normal industry tolerances but are not guaranteed. Investigate, survey, confirm and verify all conditions bearing on the Work by any means necessary before starting any Work that changes existing conditions. Report any unacceptable discrepancies to the Architect in writing before beginning operations.
1. Written claims of difference shall be accompanied by all substantiating evidence necessary to document such claim.
2. Claims of difference shall be resolved, including determination of quantities and costs and methods of contract modification, before work that alters such existing conditions is started.
3. Initiation of site-clearing, soil-moving operations, demolition or other activity that alters existing conditions shall be evidence that Contractor has made all investigations and evaluations it deems necessary and has accepted all existing conditions present whether or not they conform exactly to the Contract Documents.
4. Without advance written notification of unacceptable discrepancy, no claim for extra will be considered for a claim of difference between documents and actual conditions after the Contractor has altered existing conditions.

B. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

D. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

E. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

F. Concealed Conditions: Concealed conditions that the Contractor believes to differ substantially from Contract requirements, that change the products or performance requirements indicated, or that otherwise have a time / cost impact on the Contractor's work shall be brought to the attention of the Architect immediately upon discovery.
1. Verbal or written claims of difference shall be accompanied by all substantiating evidence necessary to document such claim. Verbal claims shall be documented in writing by the Contractor following discussions including full description of claim and points of understanding.
2. Claims of difference shall be resolved in writing, including determination of quantities and costs and methods of contract modification, before work that alters such existing conditions is started.
    a. When actual quantities remain concealed at time of discovery, the unknown quantities shall be estimated and a unit price agreed upon; as work progresses, Contractor shall track and document actual quantities to the Architect daily and shall not exceed estimated quantities without specific notification and further discussion.
3. Without such written agreement no claim for extra will be considered for a claim of difference between documents and actual conditions after the Contractor has altered existing conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. 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, submit a request for information to Architect in accordance with requirements in Section 01 31 00 "Project Management and Coordination."

E. Drawings:
1. Although Drawings are grouped and identified by classification of the Work, Contractors are responsible for their Work as it may be indicated on any and all of the Drawings regardless of drawing number prefix.
2. Although the majority of the Drawings are "to scale," Contractors are directed to use indicated written dimensions along with their own field measurements and verifications for determining locations, material quantities and for other reasons.
    a. Most plan drawings have a one-inch 'reference line' left of the title block box containing the sheet number. Be aware that if this reference line does not measure exactly one inch in length, the sheet has not been reproduced at a correct size.

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 and existing conditions. If discrepancies are discovered, notify Architect promptly.

B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. 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.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. 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.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching with Owner.

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROTECTION AND REPAIR 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. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. 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. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00