

Maize U.S.D. #266
Maize South Middle School
Roof Replacement

Bid Package

Bid Documents & Specifications

20 October 2025

Schaefer Project: 5537.60



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**SCHAEFER ARCHITECTURE
ARCHITECTS**



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1.01 AIA DOCUMENTS

AIA A201 General Conditions of the Contract For Construction - 2017, with amendments

1.02 AIA DOCUMENTS BY REFERENCE ONLY

- AIA A310 Bid Bond - 2010
- AIA A312 Performance Bond and Payment Bond - 2010

OTHER DOCUMENTS

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SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

INVITATION

1.01 BID SUBMISSION

- A. **BID DATE, TIME AND LOCATION:** Lump Sum Bids signed and under seal, executed, and dated will be received in accordance with the following:

DATE: WEDNESDAY, 5 NOVEMBER 2025

LOCATION: Schaefer Architecture, Inc.

257 North Broadway

Wichita, KS 67202

TIME: 11:00 a.m. local time

1. Bids (proposals) shall include furnishing all labor, materials, equipment and performing the Work for the above described project in strict accordance with the Bidding Documents.
- B. Offers submitted after the above time will be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

1.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete roof replacement as indicated located at Maize South Middle School, 3403 N. Tyler Rd, Wichita KS 67205 for a Stipulated Sum contract, in accordance with Contract Documents.
- B. Work shall be included under a Single Contract.
- C. Each General Contractor shall select the various sub-contractors and suppliers with whom they wish to work.

1.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises roof replacement Work.

1.04 CONTRACT TIME

- A. Identify Contract Time to be Substantially Complete in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.
- B. The Work shall be completed within thirty calendar days following the date of Substantial Completion, unless specifically agreed otherwise, in writing, on the Certificate of Substantial Completion.

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction (AIA Document A201 - 2017 Edition) or in other Contract Documents are applicable to the Bidding Documents.
- B. Addenda - Written or graphic instruments issued by the Architect before the acceptance of Bids that modify or interpret the Bidding Documents, including drawings and Project Manual by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Owner accepts the Bid, as well as part of the Bidding Documents.

- C. Alternate Bid (or Alternate) - an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- D. Base Bid - the sum stated in the Bid for which the Bidder offers to perform the Work described as the Base, to which Work may be added or deducted for sums stated in Alternate Bids.
- E. Bid - a Bidder's complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- F. Bidder - One who submits a Bid for the Work to the Owner.
- G. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form, Supplements To Bid Forms and Appendices identified including any addenda issued prior to receipt of bids.
- H. Bid Security - A Bid Bond with a Surety licensed in the State of Kansas.
- I. Contract - Standard Form of Agreement Between Owner and Contractor (AIA Document A101 - 2017 Edition), as supplemented, together with all documents incorporated therein by reference or amendment.
- J. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- K. Project Manual - The volume(s) which binds together the Bidding Documents, General and Supplementary Conditions, and Specifications identified for this Contract. The several parts of the volume(s) are listed in the Table of Contents of the volume(s).
- L. Sub-bidder (or Sub-contractor) - One who submits a bid to a Bidder for materials and/or labor for a portion of the Work.
- M. Unit Price - an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents

2.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number Schaefer #5537.60, as prepared by Schaefer Architecture <>who is located at 257 N. Broadway, Wichita, KS, 67202 and with contents as identified in the Table of Contents.

2.03 EXAMINATION

- A. Bid Documents are on display at the offices of the following construction plan rooms:
 - 1. The Builders, 720 Oak Street, Kansas City, MO 64106, phone (816) 531-4741, www.buildersagc.org.
 - 2. Dodge Construction Network, 56 Broad Street Suite 14070, Boston, MA, 02109, phone (877) 784-9556, www.construction.com.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Schaefer Architecture should the documents be incomplete.
- C. Immediately notify Schaefer Architecture upon finding discrepancies or omissions in the Bid Documents.

2.04 INQUIRIES

- A. Direct inquiries regarding Bidding Documents to:
 - 1. Architectural - Troy Hertel, Schaefer Architecture, 257 N. Broadway, Wichita, KS 67202, phone (316) 684-0171, thertel@schaefer-arch.com.
- B. Verbal answers are not binding on any party.

- C. The Owner is not authorized to interpret the bidding documents.

2.05 BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents shall be used in preparing Bids.
- B. Neither the Owner nor Schaefer Architecture assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.06 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. Bidders shall promptly notify Schaefer Architecture or the Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests of Schaefer Architecture or the Engineer at least 10 days prior to the date for receipt of Bids in writing.
- C. Any interpretation, correction or change of the Bidding Documents will be made by Addenda only. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

2.07 ADDENDA

- A. Addenda will be mailed to all who are known by Schaefer Architecture to have received a complete set of Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file.
- C. Each Bidder shall ascertain prior to submitting its Bid that it has received all Addenda issued, and it shall acknowledge such receipt in his Bid.

2.08 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
 - 1. Project Manual establishes standards for products, assemblies, and systems.
 - 2. Submit requests only for elements for which substitution is specifically allowed in the Project Manual.
 - 3. Provide sufficient information to determine acceptability of proposed substitutions.
 - 4. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- B. Substitution Request Time Restrictions:
 - 1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- C. Review and Acceptance of Request:
 - 1. Schaefer Architecture may approve the proposed substitution and will issue an Addendum to known bidders.
 - 2. For approved substitutions, include representation of changes in the bid, if any, required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions will not be considered.
- D. Schaefer Architecture shall have the sole decision as to whether any submittal item is approved as being equal or acceptable.

SITE ASSESSMENT

3.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The bidder is required to contact Owner at the following address and phone number in order to arrange a date and time to visit the project site: Darin Augustine - (316)-722-0614.

3.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 2:00 p.m. on the 30th day of October 2025 at Maize South Middle School, north side of the building at service drive.
- B. All general contract and subcontract bidders and suppliers are invited.
- C. Representatives of Schaefer Architecture will be in attendance.
- D. Attendance is NOT MANDATORY by Contractors.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

4.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, previous experience, and current commitments, license to perform work in the City of State as applicable and other information required to support the Bidder's capability to fulfill the Contract if awarded the Contract.

4.02 BIDDER'S REPRESENTATION

- A. In order to induce the Owner to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the Owner:
 - 1. The Bidder and their sub-contractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
 - 2. The Bidder is able to provide the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform the Bidders obligations hereunder;
 - 3. The Bidder is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and over the Work and the Project;
 - 4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidders duly authorized powers;
 - 5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; and has sought or will timely seek any and all necessary clarifications prior to submitting the Bid; and that the Bid is made in accordance with the foregoing;
 - 6. The Bidder has visited the project site/existing facility and is completely familiar with the local and special conditions under which the Work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents;

7. The Bid is based upon the materials, systems and equipment described in the Bidding Documents without exception.
 8. The Bidder certifies that his Bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all Bids for the project result from a free, open, and competitive bidding environment.
 9. The Bidder possesses a high level of experience and expertise in the business administration, construction management, construction, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Bidder will perform the Work with care, skill, and diligence of such a Contractor;
 10. The Bidder acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work being bid herein;
 11. That complete sets of Bidding Documents were used in preparing the Bid and that neither the Owner nor Schaefer Architecture is responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.
- B. The foregoing warranties are in addition to, and not in lieu of any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance of the Work and any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.

BID SUBMISSION

5.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name and address, project name and Owner's name on the outside.
- C. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
- D. Deposit Bids at the designated location prior to the time and date for receipt of Bids indicated in section 00 21 13 Instruction to Bidders - BID SUBMISSION, or any extension thereof made by Addenda. Bids received after the time and date for receipt of bids will be returned unopened.
- E. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

5.02 BID INELIGIBILITY

- A. Oral, telephonic, telegraphic, internet, e-mail, or facsimile (fax) Bids are invalid and will not receive consideration.
- B. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements will, at the discretion of Owner, invalidate the bid.

BID ENCLOSURES/REQUIREMENTS

6.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. **Bid Bond of a sum no less than 5 percent of the Bid Amount plus all add alternates on AIA A310 Bid Bond Form.** In the event of multiple prices in a Bid or Alternate, write for the maximum possible Contract amount.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (General Contractor) and surety.
- C. The Owner reserves the right to retain the Bid Bond of the three lowest and best Bidders.
- D. Such Bid Bonds will be returned promptly after the Owner has issued a Notice to Proceed to the successful bidder, or within forty-five days after the opening of Bids if no Notice to Proceed has been issued, or the Owner rejects all Bids.
- E. The Bid Security will be retained by the Owner until the Contract for the project has been properly executed and as a guarantee that if awarded the Contract, the Bidder will enter into a Contract, give bonds and proof of insurance as required. In the event the successful Bidder fails to timely execute and deliver to the Owner items required by CONTRACT TIME PERIOD AND NOTICE TO PROCEED contained in section 00 21 13 - Instructions to Bidders, then such Bidder shall be deemed to have abandoned its contract with the Owner, and the Bid Security shall then be retained by the Owner as liquidated damages and not as a penalty.

6.02 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.

6.03 SALES TAX

- A. Refer to the AIA A201 General Conditions of the Contract for the requirements of sales tax to not be included in the Bid.

6.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is not subjected to liquidated damages.

6.05 FEES FOR CHANGES IN THE WORK

- A. Included on the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

6.06 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Each copy of Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of

incorporation and have the corporate seal affixed. Attach certifying agents authority to bind Bidder if Bid is signed by an agent for the Bidder.

6.07 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the time period indicated in section 00 21 13 - Duration of Offer that a Bidder's bid security is held following the time and date designated for the receipt of Bids. The Bidder so agrees in submitting its Bid.
- B. Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder.
- C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

6.08 SELECTION AND AWARD OF Alternates

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the total of the base bid price and the chosen alternatives. After evaluation of the budget and the needed or priority alternates, the successful bidder will be determined.
- C. Alternates will be accepted by the Owner as indicated in Section 01 23 00 Alternates.

OFFER ACCEPTANCE/REJECTION

7.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of forty-five (45) days after the bid closing date.

7.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. Owner may wave any informality or irregularity in any bid received.
- C. Owner may reject a Bid if the Bidder failed to comply in any way with the requirements of these Bidding Documents.
- D. Owner intends to award a Contract using the following criteria:
 - 1. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents,
 - 2. The Bid is judged to be reasonable,
 - 3. The Bid does not exceed the funds available,
 - 4. The Bid complies with the Instructions to Bidders,
 - 5. The completion time is satisfactory to the Owner, and
 - 6. Contractor qualifications are met.
- E. No negotiations, decisions, or actions shall be initiated by any Bidder as a result of any verbal discussion with the Owner, employee of the Owner, or Schaefer Architecture or Engineer prior to the execution of the Contract by the Owner.
- F. After acceptance by Owner, Schaefer Architecture on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

7.03 CONTRACT TIME PERIOD AND NOTICE TO PROCEED

- A. The accepted Bidder shall assist and cooperate in preparing the Agreement and, within ten days after notification of award of Contract, execute and deliver an electronic copy of the following required documents to Schaefer Architecture, 257 N. Broadway, Wichita, KS 67202.
 - 1. The Contract signed by the representative with authority and ability to do so.
 - 2. Corporation Resolution of authority to sign and deliver the Contract Documents, executed by the Corporations Secretary or Assistant Secretary and dated before all other dated submittals.
 - 3. Performance and Statutory Bonds with the attached powers of attorney.
 - 4. Certificates of Insurance including Contractor' General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
 - 5. List of subcontractors and major suppliers.
- B. If the preceding listed required documents are not delivered to the Owner within the ten day time limit, then such Bidder may be deemed to have abandoned its contract with the Owner, and the Owner may, solely at their discretion and without notice, award a contract to the next lowest and best bid.
- C. The Notice to Proceed will not be issued until after the Owner has received the required documents listed above and has executed the Contract. No work shall commence until after the Owner has issued a written Notice to Proceed.
- D. The successful Bidder shall not make claim either for time or money against the Owner for labor or materials performed or delivered prior to the issuance of the Notice to Proceed.

END OF SECTION

SECTION 00 41 00 - BID FORM

THE PROJECT AND THE PARTIES

1.01 FOR:

- A. Project: Maize USD 266 - Maize South Middle School Roof Replacement

1.02 SUBMITTED BY: (Bidder to enter name and address)

- A.
B. Company Name _____
1.
2. Contact Person _____
3.
4. Address _____
5.
6. City, State, Zip _____
7.
8. Phone _____
9.
10. Fax _____
11.
12. Email _____
13.

1.03 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Schaefer Architecture, Inc. for the above mentioned project, we, the undersigned, hereby propose to **Furnish All Materials and Equipment and to Perform All Labor** for and incidental to the Work, offer to enter into a Contract to perform the Work for the Sum of:
- B.
C. _____ dollars
D.
E. (\$ _____), in lawful money of the United States of America, herein referred to as the "Base Bid".
F. We have included the required security Bid Bond as required by the Instruction to Bidders.

1.04 CONTRACT TIME

- A. If this Bid is accepted, we will:
B. Complete the Work in _____ consecutive calendar days from Notice to Proceed. (Bidder to enter number of days.)
C. The applicable final completion Work shall be completed within thirty calendar days following the established date of Substantial Completion, unless specifically agreed otherwise in writing, on the Certificate of Substantial Completion.

1.05 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The Undersigned hereby agrees that the following Unit Prices will prevail for such additions; it being

understood, however, that the Owner may reject any such Unit Prices at the time of acceptance of the proposal (Bid). The following is the list of Unit Prices:

- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE
- C. Remove 3.4 inches of wet isocyanurate insulation and 5/8 inch gypsum board and replace with two layers of isocyanurate insulation (total 3.4 inches thick) and 5/8 inch type 'X' gypsum board - mechanically fastened - Square Yard -
Add _____ per Sq. Yd.

1.06 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. Twelve percent added thereto for Overhead, Profit and General Requirements (including, but not limited to, Insurance and Bonds) on the net cost of our own Work;
 - 2. Twelve percent added thereto for Overhead, Profit and General Requirements (including, but not limited to, Insurance and Bonds) on the cost of work done by any Subcontractor.

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

- A. If notified of acceptance of this proposal within forth-five days after the opening of Bids, the undersigned agrees to execute a Contract with the Owner and will give bonds, in the forms required for the above stated compensation to be paid to him by the Owner.
- B. _____
- C. _____
- D. (Bidder - print the full name of your firm) _____
- E. _____
- F. _____
- G. (Authorized signing officer, Title) _____
- H. _____
- I. _____
- J. Proprietorship _____
- K. Partnership _____
- L. Corporation _____ State of Incorporation _____ Corporation Seal
- M. Other _____ Describe _____
- N. Federal 1099 Reporting Number _____
- O. Federal I. D. Number _____

1.09

END OF SECTION



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

USD 266 Maize South Middle School Roof Replacement
Wichita, Kansas
Architect's Project No.: 5537.60

THE OWNER:

(Name, legal status and address)

Unified School District No. 266 (USD 266)
Maize South Middle School
3403 N. Tyler Rd,
Wichita, KS 67205

THE ARCHITECT:

(Name, legal status and address)

Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202

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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Init.

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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~~ Contractor, AIA Document A133 – 2017 (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract (~~General, Supplementary and other Conditions~~), (AIA Document A201 – 2017, as revised), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include, in addition to the documents listed above, the Geotechnical Engineer Reports that were issued prior to taking of bids on this Project. In case of conflicts between the Contract Documents, the Contract shall (1) provide the better or greater quantity of Work, or (2) comply with more stringent requirements; or both in accordance with the Architect's interpretation. 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~~, Sub-subcontractor except as set forth in 5.3 and 5.4 below, (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.

§ 1.1.9 Final Completion and Final Acceptance

Final Completion and Final Acceptance is the date the Contract has been fully performed, all the Work has been completed, Contractor has submitted and Owner has accepted the Project close-out documents (see 9.10.2), and a final Certificate for Payment has been issued by the Architect.

§ 1.1.10 Approved Equals

Or Approved Equal and Equal to shall mean products by manufacturers other than those specified in the Contract Documents which the Contractor may submit for substitution and prove to be equal to those specified in the Contract Documents, and which may be incorporated in the Work after review and acceptance by the Architect and acceptance by the Owner.

§ 1.1.11 Contractor

The terms "Contractor" and "Construction Manager" or "CM" are used interchangeably in this Agreement, depending on whether the Owner retains a Construction Manager or awards a prime construction contract based on competitive bids.

§ 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. In the event of inconsistencies within or between part of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances; the Contractor shall (1) provide the better quality or greater quantity of Work; or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1., however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

§ 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.

§ 1.2.3.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying that the product complies with the particular Standard or Specification. When requested by the Architect or specified, support test data shall be submitted to substantiate compliance.

§ 1.2.3.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a Change in the Work in accordance with Subparagraph 3.4.2. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

§ 1.2.4 The Contractor acknowledges and declares that it has visited and examined the site, examined all observable physical and other conditions affecting the Work, and is fully familiar with all of the conditions on the site and affecting the Work. Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to (1) the nature, location, and character of the Project and the site, including the surface and subsurface conditions, both natural and man-made; (2) the nature, location, and character of the general site in which the Project is located, including its climatic conditions, available labor supply and labor costs, and available equipment

supply and costs; and (3) the quality of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

§ 1.2.5 The order of precedence, in descending order, for Contract Documents shall be: the Owner-Contractor Agreement, Supplemental Conditions, General Conditions, Addenda, Project Manual/Specifications, and Drawings (large scale and then small scale). When dimensions are stated on drawings, they control over scaled dimensions.

§ 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 they retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with 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. The Contractor may retain one record set of the Construction Documents.

§ 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 ~~written~~ protocols governing the transmission and use ~~of, and reliance on, of~~ Instruments of Service or any other information or documentation in digital ~~form~~. form

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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. Unless specifically addressed elsewhere in the Agreement, the parties do not anticipate the Contractor's use of or reliance upon the Architect's Building Information Model for the Project.~~

§ 1.9 Knowledge

The terms "knowledge," "recognize," "discover" and their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence of the Contractor by the Contract Documents.

§ 1.10 Persistently

The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 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, approvals (including plan-review fees), easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents in .pdf format 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. Contractor is responsible to make up any time lost due to the Owner's exercise of its right to stop the work. Any cost incurred by the Contractor making up the work in such instances shall be borne by the Contractor and not as a Cost of the Work.

§ 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.

§ 2.6 The providing of communication, security, fire protection and vital power services without interruption are critical to the Owner's carrying out of its function. The Owner, because of the need to maintain communication, security, fire protection and vital power, without first contacting the Contractor, shall have the right to repair and restore such services, if such services are disrupted, interfered with or terminated by action of the Contractor or its Subcontractors. The Contractor shall reimburse the Owner for costs the Owner incurs in repairing and restoring such services.

§ 2.7 Extent of Owner Rights and Obligations

§ 2.7.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and do not limit any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) equity.

§ 2.7.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority otherwise granted to the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner.

§ 3.2.2.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall promptly be rectified by the Contractor without any additional cost to the Owner.

§ 3.2.2.3 Contractor may request a Change Order if grades, elevations, dimensions or locations on any Drawings issued by the Architect or its consultants are found to be inaccurate or inexact and cause a change in the Work not caused by the Contractor's obligation to find or discover such, as such is defined in Article 7 below.

§ 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.

§ 3.2.5 Unless otherwise provided, the Contractor shall be responsible for requesting (through KS ONE-CALL) locates of all utility lines of record, telephone company lines, cable lines, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables and other utility lines, and shall perform the Work in such a manner as to avoid damaging any such utilities. After all locates have been identified and if the Contractor damages any utility lines by failing to visibly identify the lines prior to performing the Work, then the Contractor shall bear all costs, losses, and expenses the Owner may incur on account of Contractor's failure.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall comply with the following behavior standards on the Project Site:

- .1 Contractor, Subcontractors and their employees shall exercise discretion in language, behavior, etc. when working on the site;
- .2 Unacceptable behavior shall be the basis for removal of contractor / subcontractor employees from the Project. The definition of unacceptable behavior is solely defined without question by the Owner.

- .3 Use of alcohol or illegal drugs by any Contractor's employee is absolutely prohibited; and
.4 Smoking anywhere on the site property is prohibited. Smoking, if allowed by their companies' policy, is allowed in company vehicles when off the site only.

§3.4.4 The Contractor shall comply with all City, State, Federal laws, rules, regulations, and ordinances pertaining to sexual harassment in the workplace. Sexual harassment may include, but is not limited to:

- (a) Sexually oriented communication, including sexually oriented verbal "kidding" or harassment or abuse.
- (b) Subtle pressure or requests for sexual activity.
- (c) Unwelcome attempts to change a professional relationship into a personal, social-sexual relationship.
- (d) Creating a hostile work environment, including the use of innuendoes or overt or implied threats.
- (e) Unnecessary touching of individual, e.g. patting, pinching, hugging, repeated brushing against another person's body.
- (f) Requesting or demanding sexual favors accompanied by an implied or overt promise of preferential treatment with regard to an individual's employment.
- (g) Sexual assault or battery as defined by law.

§ 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 The Contractor agrees to perform the Work as required to obtain and preserve all manufacturer's warranties. 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, Owner and shall commence in accordance with Section 9.8.4. The Contractor agrees to assign to the Owner at the time of final completion of the Work all manufacturer's warranties.

§ 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.~~

§ 3.5.3 Other Warranty Terms

§ 3.5.3.1 Contractor shall warrant the entire Work for a period of one year, beginning from the date of Substantial Completion. Unless otherwise specified and irrespective of time limitations stated in any manufacturer's warranty or guarantee, all subcontractor and supplier warranties and guarantees shall begin with the date of Substantial Completion of the Project. During the first year following the date of Substantial Completion of the Work, the Owner's remedies for breach of warranty shall include, but not be limited to, correction of the Work pursuant to Section 12.2.

§ 3.5.3.2 Warranties, which are standard manufacturer warranties provided by a manufacturer, shall be received by the Contractor, filled out completely, and then filed with the company for the Owner. Certificate or registration stubs shall be included with the shop drawings submitted for the Owner upon completion of the Work. Certificate or registration stubs shall be included with the shop drawings submitted for the Owner upon completion of the Work.

§ 3.5.3.3 In the event that a piece of equipment must be operated prior to substantial completion of the Project, that particular item's warranty period shall not commence earlier than substantial completion. Documentation regarding this component must be included in AIA Document #G704, Certificate of Substantial Completion.

§ 3.5.3.4 When written warranties are presented, the document shall include the following information: (1) Name and address of the Project and Owner; (2) Article and material or system covered; (3) Name and address of installing contractor; (4) Name and address of the Contractor; and (5) Signature of an individual authorized to sign contracts for the company issuing the warranty.

§ 3.5.5 Contractor shall receive, complete, and register or file all manufacturer product guarantees. Certificates of warranty/guarantee registration shall be included with the Record Documents submitted to Owner upon completion of the Work. The Owner shall administer manufacturers' warranties/guarantees after expiration of the Contractor's warranty.

§ 3.6 Sales and Use Taxes

Materials and equipment incorporated into this Project are exempt from the payment of sales tax under the law of the State of Kansas, including locally (city, county) levied sales tax, and such sales tax shall not be included in the proposal of the Bidders. The Contractor shall pay all sales taxes levied against labor provided for the Project.

§ 3.6.1 The Owner will provide Contractor(s) with a proper tax-exemption certificate within ten days after the date of the Notice to Proceed. Should the Owner fail timely to provide an exemption certificate, the Contractor(s) shall notify the Architect in writing. The Contractor(s) shall be reimbursed for sales tax amounts for which it becomes liable until such exemption is provided.

§ 3.6.2 Upon issuance of a proper exemption certificate to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption certificate. Contractor shall comply with statutes of the State of Kansas related to sales tax exemption.

§ 3.6.3 Contractor(s) shall retain, for a period of not less than five (5) years, all of its and its Subcontractors' invoices claiming sales tax exemption, properly identified with tax exemption number as required by the State of Kansas.

§ 3.6.4 Upon completion of the Project, the Contractor shall execute and issue, to the Owner (political subdivision), a certificate of compliance on the form provided by the state Department of Revenue. Copies shall also be sent to the state Department of Revenue and the Architect.

§ 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. The Contractor is responsible for recovering any time lost because of defective work. To the fullest extent permitted by law, the Contractor (and its surety) must indemnify and save harmless the Owner, the Architect and its consultants from any claim, damage, or liability arising from or based on the violation of any law, ordinance, regulation, order or decree by the Contractor, its employees, Subcontractors, or suppliers.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for,

performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect of~~ furnish in writing to the Owner, through the Architect, 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 Architect may, within 14 days, notify the Contractor 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.

§ 3.9.4 The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using the form approved by the Architect. The Contractor shall document all activities at the Project site including:

- .1 Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
- .2 Soil conditions which adversely affect Work at the site;
- .3 The hours of operation by Contractor and Subcontractor personnel present and working at the site, by subcontract and trade;
- .4 The equipment active or idle at the site;
- .5 A description of the Work being performed at the site;

- .6 Any unusual or special occurrences at the site;
- .7 Materials received at the job site by type and approximate quantity; and
- .8 A list of visitors to the site.

The Contractor shall provide copies of the daily logs to the Owner and Architect at the end of each week. The inclusion of information in the daily log does not satisfy those reports, communications, or notices required by the Contract Documents.

§ 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.

§ 3.10.4 On a Project when the construction schedule exceeds twelve (12) months or the project bid exceeds Two Million Dollars (\$2,000,000), the construction schedule shall be in a detailed precedence-style critical path management ("CPM") or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents as though fully set forth therein. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to as "progress reports") as set forth in Subparagraph 3.10.1 or if requested by either the Owner or the Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment to the Contract Time, any Milestone Date, or the Contract sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Contractor, upon such determination, shall take corrective measures necessary to expedite the progress of the construction, which may include, without limitation (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the state of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

§ 3.10.5.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to § 3.10.5.

§ 3.10.5.2 The Owner may exercise the rights furnished the Owner or pursuant to § 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.6 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement rescheduling, or performance of the Work under this subparagraph may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the contract Documents, and (2) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall ~~make available, maintain~~ at the Project site, site one (1) copy of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents, but must promptly notify the Owner and Architect if it believes any of the performance criteria conflicts with applicable codes or other portions of the Contract Documents. The Contractor shall cause such services or certifications to be provided by ~~an appropriately a properly~~ licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the ~~adequacy and accuracy~~ adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor 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.

§ 3.12.10.3 Any design professional engaged by the Contractor for the Project must obtain and maintain for at least 2 years after Substantial Completion professional errors and omissions insurance with minimum limits of \$250,000 per claim and \$250,000 per policy year. The Contractor must provide to the Owner a certificate of insurance confirming this insurance coverage within 15 days after engaging the design professional.

§ 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.~~ § 3.13.1 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.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a

manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site, except signs required by the Owner, that identifies the Owner's Project and except for small reasonable signing that identifies the Contractor which may be placed upon job trailers. Provided, however, the Contractor will be allowed to erect safety signs required by the Contractor's safety program.

§3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work and (2) the building in the event of partial occupancy, as more specifically described in § 9.9. The Contractor shall not permit any workers to use lavatories and toilets in any existing facilities at the Project site. Without prior approval of the Owner, the Contractor shall not permit any workers to use any other existing facilities at the Project Site, including, without limitation, entrance and parking areas other than those designated by the Owner.

§ 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~~. Contract and remove debris from the site each week during the Work. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them (the "Indemnitees") 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 an Indemnitee~~ 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.

§ 3.18.3 The Contractor's indemnity obligations also specifically include, without limitation, all fines, penalties, damages, liability, costs and expenses (including, without limitation, reasonable attorney's fees), arising out of, or in connection with, any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that involves Work performed by the Contractor, Contractor's Subcontractors, or any person or entity for whom either is responsible; (2) means, methods, procedures, techniques, or sequences of execution or performance of the Work; and (3) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

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.

§ 4.1.3 Any reference in the Contract Documents to the Architect's taking action or rendering a decision within a "reasonable time" is understood to mean no more than fifteen (15) calendar days.

§ 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

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communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may 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~~ The Architect may, in its sole discretion, 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. The aesthetic values (such as shape, proportion, texture, finish and color) of every material and installation will be an important consideration to the Architect.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

The Contractor/Construction Manager must award subcontracts for the Work under the provisions of A-133 base agreement.

~~§ 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~~
Subcontractors on Stipulated-Sum Projects

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after execution of the Contract or GMP Amendment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed as Subcontractors for each principal portion of the Work. For each named person or entity, the Contractor shall include the name, address or principal place of business, and the portion of the Work to be performed. The Architect, after consultation with the Owner, may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the fourteen (14) day period shall constitute notice of no 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. The Contractor shall not contract with a proposed person or entity 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.~~
made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

~~§ 5.2.4 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. 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, in the opinion of the Architect, 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.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. If such separate Contractor initiates legal action or other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, and the Contractor shall, to the fullest extent permitted by law, indemnify, protect and hold harmless the Owner for all liabilities, losses, damages, costs, and expenses including attorneys' fees, awards, fines, or judgments incurred by the Owner to the extent that the damages were caused by Contractor. The Contractor's obligations under this Section survive the Owner's acceptance of the Work or termination of this Contract.

§ 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. Except as permitted in § 7.3 and § 9.7, a change in the Contract Sum or Contract Time shall be accomplished only by Change Order. Accordingly, neither the course of conduct or dealings between the parties, express or implied acceptance of alterations or additions to the Work, nor claim that the Owner has been unjustly enriched by any alteration or addition to the Work (whether or not there is, in fact, any unjust enrichment to the Work) shall form the basis of any Claim to increase the Contract Sum or extend the Contract Time.

§ 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.

§ 7.2.2 The execution of a Change Order shall constitute a final resolution of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with the change(s) and the construction schedule.

§ 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 method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by ~~other causes that the Contractor asserts, and the Architect determines, justify unavoidable delay when the Contractor has exercised due care to avoid or mitigate those~~ delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be made only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (3) is of a duration not less than one (1) day.~~

"Adverse weather conditions" are defined as a day where at least four (4) hours of work on a scheduled critical path construction activity, between the hours of 8:00 am and 5:00 pm, cannot be completed because of weather conditions that cannot be mitigated by reasonable action on the part of the Contractor.

The Contract Time includes the following number of adverse weather days by month:

January	6 days	July	8 days
February	6 days	August	8 days
March	9 days	September	8 days
April	10 days	October	7 days
May	10 days	November	7 days
June	9 days	December	7 days

The Contractor must with each Application for Payment notify the Architect and Owner of the number of adverse weather days claimed during the period covered by the Application, or all claims based on those days will be deemed to have been waived by the Contractor.

§ 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.

§ 8.3.4 For purposes of Section 8.3.1, "unavoidable delay" means the following:

1. Earthquake, flood, cyclone, tornado, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee and defend against;
2. Acts of a public enemy, including fires, explosions, chemical or biological acts;
3. Late delivery of materials resulting from strikes, lock-outs, freight embargoes, or sudden disaster of nature beyond the power of the Contractor or supplier to foresee or forestall; or
4. Any other cause that the Owner and Construction Manager mutually agree to have been beyond the power of the Contractor to control or prevent and which occurred through no fault or negligence on the part of the Contractor or anyone for whom the Contractor is liable or responsible.

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.

§ 9.1.1.1 The Contractor agrees that its only right to compensation from Owner is the appropriate payment of the Contract Sum, as adjusted by Change Orders, based upon Work properly completed under this Contract. Contractor understands and agrees that it has no right for any additional compensation based upon any other legal theory of

recovery, including but not limited to quantum meruit, implied contract, oral contract, separate contract, promissory estoppel, negligence, tort, comparative fault, indemnity, comparative implied indemnity or otherwise, and by this Agreement waives all such claims.

§ 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.~~Applications.

The schedule of values must itemize separate line-item cost for each of the following:

- General Conditions;
- Work required by each section of the specifications broken down into delivered cost of product (material) and total installed costs with overhead and profit (labor);
- For each line item, which has installed value of more than \$25,000, break down and list major products or operations and the costs for each;
- Construction Change Directives (each); and
- Change Orders (each).

§ 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material or equipment 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 and upon terms 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. Nothing in this subparagraph shall be construed as relieving the

Contractor from sole responsibility for care and protection of materials and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents subject to Article 11.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~
§ 9.7.1 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.

§ 9.7.2 If the Owner is entitled to payment from Contractor for additional services performed by the Architect payment, that payment shall be made promptly upon demand by the Owner. If the Contractor fails promptly to make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner may offset such amount against unpaid balance of the Contract Sum.

9.7.3 The Owner is entitled to payment from the Contractor for the following additional services performed by the Architect:

§ 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 which the Owner agrees to separately accept is sufficiently complete in accordance with the Contract Documents Documents, as certified by the Architect and the authority(ies) having jurisdiction over the Project, 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. In addition to and without prejudice to any other rights and remedies the Owner may have under the Contract Documents, the Owner shall have the right to withhold payment of 150% of the value of any Work that is incomplete or not in accordance with the requirements of the Contract Documents, as determined by the Owner in the Owner's sole discretion, until the Contractor corrects such work to the Owner's satisfaction.

§ 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~~ The Contractor must comply with Specification requirements for partial occupancy or use, and consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of

the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The final Application for Payment shall not be submitted until all Work is complete in accordance with the Contract Documents, including completion of all punch list issues; all training and commissioning has been completed; and all warranties, guarantees, as-built and shop drawings, maintenance manuals, Contractor and Subcontractor final (but conditional) lien waiver forms, and the Kansas Project Completion Certificate (if required for the Project) have been delivered to the Architect.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. Any damage or injury to such adjoining property caused by the Contractor or its Subcontractors shall be promptly repaired or replaced by the Contractor.

§ 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. The use or storage of explosives at the site is not permitted.

§ 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~~ 7 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. In addition, if death, serious personal injury, or catastrophic property damage occurs on the site, then Contractor must immediately report the accident by telephone or courier to the Owner and Architect.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier or any entity for whom any of them is responsible.

The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (1) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances such as asbestos or polychlorinated biphenyl (PCB), or (2) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

§ 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 Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic, except for materials or products specified in the Contract Documents. 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.

§ 10.3.7 The Contractor shall submit copies of Material Safety Data Sheets (MSDS) to the Architect and Owner for products used and/or stored on the Project site.

§ 10.3.8 Polychlorinated biphenyls (PCB) and diethylhexyl phthalate (DEHP) contained fluorescent tube ballasts must be incinerated. The mercury and glass components of mercury-containing lamps must be reclaimed. Copies of certificates of ballast disposal and certificates of mercury lamp reclamation and manifests and Bills of Lading for PCB- and DEHP-containing ballasts and mercury-containing lamps must be sent to the Owner and Architect.

§ 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. Kansas and with a minimum current rating of A- (using Best's Key Rating Guide) such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

The Contractors' liability coverages will be written for a minimum of the following coverages and limits:

Worker's Compensation/Employer's Liability

<u>Worker's Compensation</u>	<u>Statutory limits</u>
<u>Employer's Liability</u>	
<u>Bodily Injury by Accident</u>	<u>\$ 1,000,000 Each Accident</u>
<u>Bodily Injury by Disease</u>	<u>\$ 500,000 Each Employee</u>
<u>Bodily Injury by Disease</u>	<u>\$ 500,000 Policy Limit</u>

Commercial General Liability

Include premises and operations, independent contractors, products/completed operations (maintain

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completed operations coverage for two (2) years after substantial completion), broad form property damage, blanket contractual liability, and explosion, collapse, and underground (XCU) coverage:

Bodily Injury & Property Damage	\$2,000,000	Each Occurrence
Personal & Advertising Injury	\$1,000,000	Each Occurrence
General Aggregate (other than Products/Completed Operations)	\$2,000,000	Aggregate
Products/Completed Operations	\$2,000,000	Aggregate
Automotive Liability	\$ 1,000,000	Combined Single Limit
Bodily Injury & Property Damage		
Umbrella Liability	\$5,000,000	Over Primary Limits;
≤ \$10,000 retention.		

§ 11.1.1.1 The Contractor shall not commence the Work until it has obtained all insurance required under this Article 11, and delivered certificates of insurance as required by Section 11.1.3 to the Owner; or shall the Contractor allow any Subcontractor to commence work on its subcontract agreement until the insurance required of the Subcontractor has been obtained and certificates evidencing the required insurance have been delivered to the Contractor.

§ 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. Insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Any aggregate limit under Contractor's primary commercial general liability insurance shall, by endorsement, apply to this Project separately. Coverages shall be written on an occurrence basis, unless otherwise required or permitted by the Contract Documents or specifically approved by the Owner in writing, and shall be maintained without interruption from the date of commencement of the Work until the date of final payment, or any later date required by the Contract Documents, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or three (3) years after final payment by the Owner.

§ 11.1.2.1 Contractor shall require all Subcontractors to carry similar insurance coverages and limits of liability as required under this Article 11, adjusted to the nature of Subcontractors' operations. Copies of the Subcontractors' Certificates of Insurance shall be provided to Owner upon request.

§ 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. Certificates of insurance acceptable to the Owner, or at the Owner's request, copies of the insurance policies and all endorsements substantiating compliance with the insurance requirements set forth in this Contract, shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be changed, canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and the Owner shall be given ten (10) days' written notice of non-payment or premiums. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.3.1 Failure on the part of the Contractor to procure or maintain the required insurance shall constitute a material breach of contract, for which the Owner may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Contractor from the Owner. If the Contractor fails to obtain the required certificates of insurance from a Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Owner and Architect and the shareholders, officers, directors, agents and employees of any of the above-mentioned

parties from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. The Owner, Architect, and Architect's consultants shall, to the fullest extent allowed by Kansas law, be named as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Insurance

§ 11.2 Builder's Risk 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. [Not Used]

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

§ 11.2.3 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. Property insurance shall be written on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earth movement, earthquake, water damage, flood, windstorm, falsework, testing and startup,

temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Any builder's risk deductible will be borne by the Contractor within the Contract Sum.

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

§ 11.2.5 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site, after written approval of the Owner at the value established in the approval, and also portions of the Work in transit. The All Risk policy shall not cover, and neither the Owner nor the Architect shall be responsible for, loss or damage to property of any kind owned or leased by the Contractor, the Subcontractors, the Sub-subcontractors at every tier, or their employees, servants, or agents that is not destined to become a permanent part of the Project.

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

§ 11.2.7 BOILER AND MACHINERY INSURANCE

The All Risk policy provides coverage for loss or damage to boilers and machinery, which specifically covers such insured objects during construction, erection, installation, assembly, and hot and cold testing, subject to the limits, sub-limits, and exclusions in the All Risk policy; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. The Contractor shall provide the Owner notice before testing, acceptance, use, or startup of any equipment or installation, in ample time to allow the Owner to arrange any required inspections.

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

§ 11.3.3 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against

proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.4 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Article 15.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.**[Not Used]**

§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 Contractor as fiduciary and made payable to the Owner Contractor 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 Contractor shall pay the Architect and Contractor Owner their just shares of insurance proceeds received by the Owner Contractor, and by appropriate agreements the Architect and Contractor Owner shall make payments to their consultants and Subcontractors Separate Contractors in similar manner.

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

If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 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. This obligation covers any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~ correction period for Work performed before Substantial Completion but requiring correction shall be renewed for another 1 year upon the Architect's approval of the corrective Work.

§ 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.

§ 13.3.3 The historical lack of enforcement of any local law or code shall not constitute a waiver of the Contractor's responsibility for compliance with that law in a manner consistent with the Contract Documents unless and until the Contractor has received written consent for the waiver of compliance from both the Owner and the agency having jurisdiction over the Project.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) 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 concluded; and (2) tests, inspections, or approvals where building codes or applicable laws or regulations so require.~~ prohibit the Owner from delegating their cost to the Contractor.

§ 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.

§ 13.6 The Contractor agrees and covenants as a condition of this Agreement that it will comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), and the Americans with Disabilities Act (42 U.S.C. 12101 et seq.). A failure to comply with these statutes is a material breach of this Agreement.

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~~ Despite at least 30 days prior notice to the Owner, 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 including reasonable overhead and profit on Work ~~not~~-executed, and costs (but not consequential damages) incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

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- .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.

§ 14.2.5 Upon a determination by a final court judgment that the Owner's termination of the Contractor was wrongful, such termination will be deemed converted to a termination for convenience, and Contractor's remedy shall be limited to the recovery of the payments permitted under this Agreement for a termination for convenience.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements

of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claimant must use its best effort to furnish, as expeditiously as possible, notice to the Architect and the other party of any anticipated Claim including, but without limitation, those arising in connection with concealed or unknown conditions. Once the condition giving rise to a potential claim is recognized, the claimant shall cooperate with the Architect and the party against whom the claim is made or may be made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences that may arise out of the condition or event that is the cause of such Claim.

§ 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. All claims for additional cost shall be justified by a complete, detailed, itemized labor and material take-off listing quantities, bare costs, hours, labor rates, overhead, profit, etc., in a form and in such detail as acceptable to the Architect. This requirement shall extend to the Subcontractors. Lump sum prices will not be accepted.

§ 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. [Not Used]~~

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by ~~mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ mediation. 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.~~ after which the parties shall select an independent mediator. 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 [Not Used]

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

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

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

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

§ 15.4.4 Consolidation or Joinder [Not Used]

~~§ 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.~~

BOND TO THE STATE OF KANSAS
STATUTORY PAYMENT BOND - PUBLIC WORK
(K.S.A. 60-1111, as amended)

WITNESSETH: That we _____

as Principal, and _____

As Surety, are hereby jointly and severally held and firmly bound unto the STATE OF KANSAS in the sum of _____

Dollars (\$ _____),

lawful money of the United States of America for the use and benefit of all persons entitled thereto and for the payment of which we hereby bind ourselves, our successors, assigns, heirs, executors and administrators.

THE CONDITION OF THE OBLIGATION IS SUCH, THAT

WHEREAS, the Principal has entered into an Agreement Insert **Name of Owner** dated **Insert Contract Date** for improvements described as **Insert Project Name** (the "Work") according to the Contract Documents which are incorporated herein by reference.

NOW, THEREFORE, if the Principal and its subcontractors shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with the Work including gasoline, lubricating oils, fuel oils, grease, coal and similar items used or consumed directly in furtherance of the Work, then this obligation is to be null and void; otherwise to remain in full force and effect.

The Surety covenants and agrees that no change, extension of time, alteration or addition to the Contract Documents or to the Work shall in any way reduce, nullify or affect the

Surety's obligations on this bond; and the Surety hereby waives notice on any such change, extension of time, alteration or addition to said Contract Documents or Work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this _____ day of _____, 20 _____.

Principal

Title

Surety

Title

SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Maize USD 266 - Maize South Middle School Roof Replacement
- B. Owner's Name: Maize Unified School District #266.
- C. Architect's Name: Schaefer Architecture, Inc.
- D. The Project consists of roof replacement for Maize South Middle School. Work to be completed in a time frame from March 16, 2026 to August 3, 2026.

1.02 OWNER OCCUPANCY

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

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 2. Any grounds which are disturbed during unloading/loading materials and the work shall be repaired back to condition at the time of the start of the work.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy of the track, football field and grandstands.
 - 2. Work by Others.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Provide temporary exiting pathways where required or as indicated.
 - 3. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Time Restrictions:
 - 1. None.
- F. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the site is unoccupied and as coordinated with the Owner.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

4. Do not disrupt or shut down power to LAN/WAN systems without coordination with the Owner. It is the responsibility of the General Contractor to identify these locations with assistance from the Owner prior to starting any Work.
- G. Controlled Substances: Use of tobacco products and other controlled substances within the new or existing building or the Project site is not permitted.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Copyright.
- C. AIA Documents.
- D. Preconstruction meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Contractor's daily reports.
- H. Progress photographs.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Requests for Interpretation (RFI) procedures.
- L. Additional Architectural or Engineering Work.
- M. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Schaefer Architecture:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

1.03 COPYRIGHT

- A. The Drawings and Project Manual of the Project are copyrighted by Schaefer Architecture and consultants. Said drawings, details and specifications shall NOT be reproduced in any manner by any contractor, sub-contractor, supplier, or manufacturer for the purpose of preparing required submittals unless specifically directed to do so by these documents.

1.04 AIA DOCUMENTS

- A. Documents of the American Institute of Architects referred to in the specifications can be purchased by the Contractors from:
 - 1. AIA Kansas, Phone (785) 357-5308 or (800) 444-9853.
- B. **Contractors are cautioned that the AIA documents required under this Contract are copyrighted by the AIA.**

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Schaefer Architecture will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Schaefer Architecture.
 - 3. General Contractor.
- C. Agenda:
 - 1. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 2. Designation of personnel representing the parties to Contract and Schaefer Architecture.
 - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 4. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with an electronic copy in PDF format to Schaefer Architecture, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. General Contractor.
 - 2. Owner.
 - 3. Schaefer Architecture.
 - 4. General Contractor's superintendent.
 - 5. Major subcontractors.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of RFIs log and status of responses.
 - 7. Review of off-site fabrication and delivery schedules.
 - 8. Maintenance of progress schedule.
 - 9. Corrective measures to regain projected schedules.
 - 10. Planned progress during succeeding work period.
 - 11. Coordination of projected progress.
 - 12. Maintenance of quality and work standards.
 - 13. Effect of proposed changes on progress schedule and coordination.

14. Other business relating to work.

- E. Record minutes and distribute copies within two days after meeting to participants, with an electronic copy in PDF format to Schaefer Architecture, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule every 60 days.

3.04 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
1. Date.
2. High and low temperatures, and general weather conditions.
3. Safety, environmental, or industrial relations incidents.
4. Meetings and significant decisions.
5. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in General Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
6. Testing and/or inspections performed.
7. Signature of General Contractor's authorized representative.

3.05 PROGRESS PHOTOGRAPHS

- A. Photography Type: Digital; electronic files.
- B. Provide photographs of site and construction. Take photographs during construction activities where work will be concealed and throughout progress of Work. Photographs may be used to establish location and arrangement of concealed elements such as plumbing systems. These shall be part of the record documents.
- C. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: Jump drive.
2. File Naming: Include project identification, date and time of view, and view identification.

3.06 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:

1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare using software provided by the Electronic Document Submittal Service.
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Include in each request General Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
- H. Review Time: Schaefer Architecture will respond and return RFIs to General Contractor within seven calendar days of receipt. For the purpose of establishing the start of the

mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.

1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in General Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.

3.07 ADDITIONAL ARCHITECTURAL OR ENGINEERING WORK

- A. Design has been based upon product and equipment data available at the time the design work was done.
- B. Any costs for modifying construction and design for substitutes shall be the responsibility of the party making or requesting the substitute for the designed product even when the substitute product is specified. Such costs shall be paid to the Owner who shall reimburse the architect and/or consultants. The rate charged by SJCF Architecture is \$100.00 per hour. Consulting Engineers standard rates apply.

3.08 SUBMITTAL SCHEDULE

- A. Items requiring color selections, including mechanical and electrical devices, will not be made until General Contractor submits all data and samples for selecting colors and finishes.

3.09 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Schaefer Architecture for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
 1. Physical sample(s) showing the color and other physical properties is required for selection. Electronic images or PDF's will not be reviewed for sample selection. Printed cards or brochures not containing actual physical color and finish sample(s) will not be accepted.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.10 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Schaefer Architecture's knowledge as contract administrator or for Owner.

3.11 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Final Correction Punch List for Substantial Completion.
- B. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Other types as indicated.
- C. Submit for benefit of the Owner during and after project completion.

3.12 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Schaefer Architecture.
 - 1. Retained samples will not be returned to General Contractor unless specifically so stated.

3.13 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Identify: Project; General Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 3. Apply General Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the General Contractor, or without General Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 4. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days time to and from the General Contractor.

- b. For sequential reviews involving Schaefer Architecture's consultants, Owner, or another affected party, allow an additional 7 days.
 5. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 6. Provide space for General Contractor and Schaefer Architecture review stamps.
 7. When revised for resubmission, identify all changes made since previous submission.
 8. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
 1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 1. Digital Data Files: Electronic copies of CAD drawings or Building Information Model of the Contract Drawings will be provided by Schaefer Architecture, Engineers or Consultants for Contractor's use in preparing submittals as follows.
 - a. Cost for each CAD sheet is \$150.00.
 - b. Cost for Navisworks model is \$300.00.
 - c. Contractor to sign Electronic Release Form and pay Schaefer Architecture prior to receiving CAD sheet(s) or Navisworks model.
 - d. Schaefer Architecture makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 2. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 3. Do not reproduce Contract Documents to create shop drawings.
 4. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

3.14 SUBMITTAL REVIEW

- A. Submittals for Review: Schaefer Architecture will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Schaefer Architecture will acknowledge receipt and review. See below for actions to be taken.
- C. Schaefer Architecture's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Schaefer Architecture's and consultants' actions on items submitted for review:
 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "No exception taken", or language with same legal meaning.
 - b. "Make corrections noted", or language with same legal meaning.

- 1) At General Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Submit specified item", or language with same legal meaning.
 - 1) Submit correct item, with review notations acknowledged and incorporated.
Submit separately, or as part of project record documents.
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Schaefer Architecture's and consultants' actions on items submitted for information:
 1. Items for which no action was taken:
 - a. "Received" - to notify the General Contractor that the submittal has been received for record only.
 2. Items for which action was taken:
 3. "Reviewed" - no further action is required from General Contractor.
- F. Maintain one complete set of submittals at the Project.

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Control of installation.
- E. Mock-ups.
- F. Tolerances.
- G. Defect Assessment.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and General Contractor or installation/application subcontractor to Schaefer Architecture, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements.
Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Schaefer Architecture.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.03 QUALITY ASSURANCE

- A. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of General Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in Kansas.

1.04 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
 - 1. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Schaefer Architecture for a decision before proceeding. Refer instances of uncertainty as to which two levels of quantity or quality is more stringent to Schaefer Architecture for decision.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Schaefer Architecture before proceeding.

1. Schaefer Architecture may select the more stringent of the two for the application intended.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Schaefer Architecture shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Schaefer Architecture before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Where drawings and/or specifications designate a standard of performance (e.g., fire rating, sound transmission class, insulation value, heating output, air velocity, etc.) the completed installation shall perform at least to the designated standard.
- F. Have work performed by persons qualified to produce required and specified quality.
- G. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Schaefer Architecture will use to judge the Work.
- C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Room Mock-ups: Construct room mock-ups as indicated on drawings. Coordinate installation of materials, products, and assemblies as required in specification sections; finish according to requirements. Provide required lighting and any supplemental lighting where required to enable Schaefer Architecture to evaluate quality of the mock-up.
- E. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- F. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

- G. Obtain Schaefer Architecture's approval of mock-ups before starting work, fabrication, or construction.
- H. Schaefer Architecture will use accepted mock-ups as a comparison standard for the remaining Work.
- I. Where mock-up has been accepted by Schaefer Architecture and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Schaefer Architecture.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Schaefer Architecture before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements at Contractors expense.
- B. If, in the opinion of Schaefer Architecture, it is not practical to remove and replace the work, Schaefer Architecture will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY of Reference Standards

- A. Regulatory requirements applicable to this project are the following:
- B. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- C. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- D. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- E. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- F. ICC (IFC) - International Fire Code; 2018.
- G. ICC (IBC) - International Building Code; 2024.
- H. IAPMO (UPC) - Uniform Plumbing Code; 2024.
- I. ICC (IMC) - International Mechanical Code; 2024.
- J. NFPA 70 - National Electrical Code; 2023.
- K. Kansas Department of Health and Environment.
- L. Applicable State Statutes Annotated (K.S.A.).
- M. ASHRAE 90.1 - 2004.
- N. National Fire Protection Association, National Fire Codes.
- O. American Welding Society, AWS D1.1-04.
- P. All other federal, state, county, and local requirements applicable and/or referenced.

1.02 QUALITY ASSURANCE

- A. General Contractor's Designer Qualifications: Refer to Section - 01 40 00 - Quality Requirements.

1.03 BUILDING PLAN REVIEW & PERMIT:

- A. The Owner has submitted the Bidding Documents for Code Plan Review and paid the review fee.
- B. The Building Permit(s) and all other construction fees shall be included in the cost of the Work being bid.
 - 1. Development fees charged by the city/county shall be paid for by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 42 16 - DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.
- C. Specifications.
- D. Drawings.

1.02 DEFINITIONS

- A. A great amount of the specification language can be recognized as specific definitions for nominal terms found on the drawings and in other contract documents. Certain terms used more generally throughout the Contract Documents are hereby defined as follows:
- B. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted" and "permitted" mean "directed by the Architect," "requested by the Architect," etc. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
- C. Furnish: To supply, deliver, unload, inspect for damage and ready for unpacking, assembly and installation.
- D. General Requirements: The terms "General Requirement(s)" and "Division 1 Section(s)" are alike in meaning and significance.
- E. Guarantee and Warranty: Defined to be identical in meaning and used interchangeably.
- F. Indicated: The term "indicated" is a cross reference to details, notes, or schedules on the drawings, other paragraphs or schedules in the specifications, and similar means of recording requirements in the contract documents. Where terms such as "shown," "noted," "scheduled" and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
- G. Install, Erect, Construct, and Similar Terms: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use as part of the Work.
- H. Installer: The person or entity engaged by the Contractor or his Subcontractor or Sub-subcontractor for the performance of a particular unit of Work at the project site, including installation, erection, application, and similar required operations. It is a general requirement that Installers be recognized experts in the work they are engaged to perform.
- I. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- J. Project Site: The space available to the Contractor for the performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project.
- K. Provide: To furnish and install, complete and ready for the intended use.
- L. Reviewed: Where used in conjunction with the Architect's or Engineer's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the

meaning of the term "reviewed" will be held to the limitations of the Architect's responsibilities and duties as specified in the General and Supplementary Conditions and General Requirements. In no case will "reviewed" by the Architect be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

- M. Supply: Same as Furnish.
- N. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and (if required) interpret the results of those inspections or tests.

1.03 PROJECT MANUAL

- A. The Project Manual is the volume(s) which binds together the Bidding Documents, General Conditions as Modified, and Specifications; identified for this Contract. The several parts of the volume(s) are listed in the Table of Contents of the volume(s).

1.04 SPECIFICATIONS

- A. General: This series of explanations is provided to assist the user of these specifications and associated contract documents to more readily understand the format, language, implied requirements and similar conventions of the content. None of these explanations will be interpreted to modify the substance of the requirements.
- B. Format Explanation: The format of the principal portions of specifications can be described as follows - although other portions may not fully comply and no particular significance will be attached to such compliance or noncompliance.
- C. Sections: Sections have been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 -General, Part 2 - Products, and Part 3 - Execution). These do not imply a particular meaning and are not an integral part of the text which specified requirements.
- D. Imperative language is frequently used and, except as otherwise specified, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading, contrasting subjective language is frequently used to describe the responsibilities which must be fulfilled either indirectly by the Contractor or by others.
- E. Streamlined style of the specifications results in abbreviated and incomplete sentences. Omission of words or phrases such as "the Contractor shall," "according to the plans," "a," "the," and "all" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a note occurs on the drawings.
- F. Section number is for the purposes of abbreviated identification in connection with cross references. The Sections are placed in the binder(s) in sequence; however, this sequence is not complete and the Table of Contents of the Project Manual must be consulted to determine the total listing of Sections.
- G. Pages of each Section are numbered independently for each Section. The Section number is shown with the page number at the bottom of each page. "End of Section" appears on the last page of each Section. Contractor(s) shall verify that all pages of the Specifications are included.
- H. Project identification and date of publication, and revision where applicable, of the Contract Documents are recorded on each page to minimize misuse of the specifications and confusion with other project specifications.

- I. Mechanical and Electrical Provisions: Certain portions of Mechanical Work and Electrical Work of the General Requirements have been specified in their Divisions. This is for the traditional convenience and clarity of using the Contract Documents, and no other meaning will be interpreted from this arrangement of content, except as otherwise specifically indicated. They in turn reference certain other Divisions and Sections to minimize duplication in specifications and to correlate similar work performed by different parties.
- J. Contractors are responsible for their work regardless which Section it is included in.
- K. Contractor's Options: Where more than one set of requirements are specified for a particular unit of work. The option is intended to be the Contractor's.
- L. Specifications and Drawings Complementary: What is included in one is the same as though included in the other or included in both.
- M. Overlapping Requirements and Conflicts: In the event of conflicts between the Contract Documents or between the Contract Documents and applicable standards, codes, resolutions and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement; or both in accordance with the interpretation of Schaefer Architecture.
- N. Abbreviations: The language of the Specifications and elsewhere in the Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in the text. Trade associations and general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular wherever applicable and the full context of the requirement so indicated.

1.05 DRAWINGS

- A. Not all conditions have been detailed although such work is a part of the Contract.
- B. In lieu of details, some work may require conformance with written instructions, notes, and/or standards. Such work is a part of the Contract.
- C. Do not scale drawings for dimensions. Accurately layout such work from dimensions indicated unless such be found in error.
- D. Where drawings indicate a portion of the work and the remainder is shown in outline. The parts drawn out apply to other like portions of the work. Where detail is indicated by starting, only, such detail shall continue to apply throughout the courses or parts in which it occurs and apply to similar parts of work unless otherwise indicated.
- E. Details indicate the general application of work at all locations where it logically applies. Provide other related work incident thereto to fully complete the work consistent with the detail, other related details, and actual conditions.
- F. Consult Architect for interpretations concerning locations of equipment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Hoisting Facilities.
- D. Fire Protection.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Moisture and Mold Control.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.

1.03 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.

1.04 TELECOMMUNICATIONS SERVICES

- A. Superintendent for General Contractor shall be available by cell phone or other means throughout the day.

1.05 TEMPORARY SANITARY FACILITIES

- A. General Contractor to provide and maintain required temporary facilities and enclosures. Provide at time of project mobilization.
 - 1. Temporary toilet facilities shall meet the requirements of the state and local departments of public health.
- B. Use of existing facilities is not permitted.
- C. Maintain daily in clean and sanitary condition.

1.06 BARRIERS

- A. General Contractor to provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
 - 1. Care, pruning and maintenance of trees which are to remain shall be done under the direction of and in accordance with recommendations of a qualified and approved arborist or tree trimming specialist.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 HOISTING FACILITIES

- A. For two stories (including roof) or less above grade; each contractor and subcontractor shall be responsible for providing their own hoisting of their own materials and debris.

1.08 FIRE PROTECTION

- A. General Contractor shall provide temporary fire protection. Portable fire extinguishers shall be provided with class and extinguishing agent as required by locations and classes of fire exposures. Subcontractors will be responsible for their own specialty requirements. Permanent fire protection equipment used for fire protection during construction shall be the responsibility of the installing contractor.

1.09 SECURITY

- A. Provide security and facilities to protect Work, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. General Contractor may provide a "watchman" at their own cost.
- C. Coordinate with Owner's security program.

1.10 VEHICULAR ACCESS AND PARKING

- A. General Contractor shall provide adequate access including roads into the site of the structure, if required, for the prosecution of the work. Also provide and maintain at least one temporary or permanent access to each working elevation which is to be permanently occupied
- B. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- C. Coordinate access and haul routes with governing authorities and Owner.
- D. Provide and maintain access to fire hydrants, free of obstructions.
- E. Provide means of removing mud from vehicle wheels before entering streets.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- F. Existing on-site roads may be used for construction traffic.

1.11 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. Each Contractor or Subcontractor shall be responsible to collect and deposit their debris in such collection facilities. The General Contractor shall be responsible for the removal of all debris from the job site.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- F. Trash that blows onto adjacent property shall be removed by the responsible party or parties under the direct supervision of the General Contractor.
- G. Subcontractors shall collect and remove their own liquid waste and properly dispose of off-site.

1.12 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location indicated.
- C. No other signs or advertising are allowed without Owner permission except those required by law.
 - 1. Signs customarily located on trailers, field offices and vehicles will be permitted.

1.13 MOISTURE AND MOLD CONTROL

- A. Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace or clean stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- C. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use permanent HVAC system when they come available to control humidity.
 - 3. Comply with manufacturer's written instructions on products for temperature, relative humidity, and exposure to water limits.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the General Contractor; remove from site.
 - 1. The Owner has first salvage rights on materials and equipment whether identified to remain as property of the Owner or not.

2.02 NEW PRODUCTS

- A. Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Containing lead, cadmium, or asbestos.

2.03 PRODUCT OPTIONS

- A. General: The specifying of particular products, materials and systems is done to establish a minimum standard of performance, quality, type and physical characteristics.
- B. Prebid approval is required for proposed materials, equipment or systems for manufacturers not specified or listed in the Contract Documents when other manufacturers and/or products are specified and there is listed a Provision for Substitutions.
- C. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- D. Products where it is specified by name, model number or series to establish quality with a Provision for Substitutions: Use product indicated. Submit a request for substitution for any product not named.
- E. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- F. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

- G. Where Contractor proposes products or systems as a "Bidders Alternate", a request for substitution is not required. Follow requirements under section 01 23 00 - Alternates.

2.04 PRODUCT OPTIONS AFTER BID

- A. After execution of contract, substitutions of materials, equipment or systems other than those specified and approved by addendum will be approved by the Schaefer Architecture only if the following are met:
 - 1. Materials specified and ordered in a timely manner cannot be delivered to the job in time to complete the work in proper sequence.
 - 2. An equal or superior material is proposed.
 - 3. The Project cost will lower or remain unchanged.

2.05 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.02 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
 - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.

- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including General Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Efficiency, maintenance, or safety of any operational element.
 - 3. Visual qualities of sight exposed elements.
 - 4. Work of Owner or separate Contractor.
 - 5. Include in request:
 - a. Location and description of affected work.
 - b. Necessity for cutting or alteration.
 - c. Description of proposed work and products to be used.
 - d. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.03 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.

1.04 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

- F. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- G. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.05 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.

- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

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

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Schaefer Architecture of any discrepancies discovered.
- C. General Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Schaefer Architecture the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Schaefer Architecture.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- J. Periodically verify layouts by same means.

- K. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 ORDERING, RECEIVING, AND STORING MATERIALS

- A. Order materials in timely manner to assure delivery in ample time for orderly incorporation into the Work.
- B. On receipt of materials, check for in-transit damage in ample time to replace any damaged materials prior to installation time.
- C. Wherever possible deliver materials and equipment to project site in manufacturer's original packages, keeping labels intact until final cleaning. Where items are to be job-assembled, label, tag, mark or otherwise properly identify each component part until incorporated in the Work.
- D. Store materials in a manner to prevent deterioration, staining, soiling and intrusion of foreign materials. Provide waterproof well-ventilated enclosures for materials subject to deterioration by dampness. Adequately protect those materials subject to damage by freezing and frost.
- E. Remove from premises and replace with new, any materials showing deterioration or damage.

3.06 MANUFACTURER'S REQUIREMENT:

- A. All materials and equipment supplied for this building shall be installed, applied or erected in strict accordance with the manufacturer's recommendations or with manufacturer's trade association requirements unless the specifications bound herewith exceed those requirements.
 - 1. Exception: Methods or procedures, set forth in the manufacturer's recommendations which the Contractor finds unacceptable shall be submitted to Schaefer Architecture in writing for clarification.

3.07 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.
- F. Prepare all work to receive subsequent work or finish as needed and described in specifications for both substrate and subsequent products.
- G. Furnish, apply, install, connect, erect, clean and condition manufactured articles, materials, and equipment per manufacturer's printed directions. If otherwise indicated or specified, notify Schaefer Architecture well in advance of installation and prerequisite construction.
- H. Manufacturer's printed directions must be on job prior to and during installation of materials and equipment.
- I. Provide all attachment devices and materials necessary to secure materials together or to other materials and to secure work of other trades.

- J. Make allowance for ample expansion and contraction for all building components subject to same.
- K. Each trade shall build in openings required for their own work and sleeves furnished by another trade for their work and prepare openings when another trade requires and furnishes the information in a timely manner. Each trade shall be responsible for cutting into construction when they have not acted in timely manner; all in accordance with CUTTING AND PATCHING in this section. Each trade shall be responsible for filling around their work, within blockouts, sleeves, and holes for their work, to maintain the integrity (acoustic, fire, smoke, appearance, etc.) of the construction.
- L. Where proper fit of work depends upon close tolerances of manufactured products, furnish manufacturer with necessary templates to insure proper fit of all components.
- M. Install materials only when conditions of adjacent building components are conducive to achieving best installation results.
- N. Construct job assemblies accurately and as necessary for other trades having adjunct work. Correct errors in cutting, shop fabrication and installation. Where necessary to cut into other building components, do so only in a manner not to damage building structurally nor aesthetically, then repair adjoining parts and materials thoroughly and neatly.
- O. Erect, install and secure building components in a structurally sound and appropriate manner. Where necessary, temporarily brace, shore, or otherwise support members until final connection or installation. Brace walls and other structural elements to prevent damage by wind and construction operations. Leave temporary bracing, shoring, or other structural supports in place as long as necessary for safety and until structure is strong enough to withstand all loads involved.
- P. Where construction consists of a series of courses or units, assemble units in best acceptable manner to provide structurally sound installation, waterproof where exposed to exterior. Accurately plumb and level all courses and verify levels of frequent courses with instrument.
- Q. Handle materials in manner to prevent scratching, abrading, distortion, chipping, breaking or other disfigurement to those materials as well as to materials and construction already existing.
- R. Unless indicated, fabricate and install materials true to line, plumb and level. Leave finished surfaces smooth and flat or of smooth contour where indicated, free from wrinkles, warps, scratches, dents, and other imperfections
- S. Provide quality of workmanship not less than the commercially accepted standards of that trade.
- T. Where obviously of best practice, furnish materials in longest practical lengths and largest practical sizes to avoid unnecessary jointing. Make all joints secure.
- U. Consult Schaefer Architecture for mounting height or position of any unit not specifically located.
- V. Mix no more materials than can be used before materials begin to "set". Mix no partially "set" batch with another. Clean tools and appliances prior to mixing materials that can be contaminated.
- W. Conduct work in a manner to avoid injury to previously placed work.
- X. Do not disturb materials requiring curing time until appropriate curing time has transpired.

- Y. Install, connect, service, and operate permanent systems at earliest practical dates, except as may be modified by specification section 01 51 00.

3.08 CUTTING AND PATCHING

- A. **Prior approval for cutting and patching is required unless waived by the Schaefer Architecture.**
- B. **Approval of Schaefer Architecture to proceed with proposed cutting-and-patching does not waive right to later require complete removal and replacement of work found to be cut-and-patched in an unsatisfactory manner.**
- C. General:
1. "Cutting-and-patching" is hereby defined to include, but is not necessarily limited to; the cutting and patching of nominally completed and existing work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for repair or correction, or for similar purposes.
 2. Patching also is defined as repair to new or existing landscaping or other features.
 3. Existing work shall be prepared, cleaned, and patched as required for new work by appropriate trades, ready for the subsequent finishes.
 4. Excavating and the associated operations of boulder removal, dewatering, bracing, removal of underground debris, penetration of rock and other barriers, backfilling, and similar work as specified in Division 31 and in other contract documents, may be required as a special form of cutting-and-patching, but is recognized primarily as an example of a related-but-separate category of work.
 5. Restoring or removing and replacing non-complying work may require cutting-and-patching operations as specified herein.
 6. Refer to other sections of these specifications and all drawings for ramifications regarding work necessary to accomplish installation of items shown.
 7. Each trade shall be responsible for the sizing, location, timing, coordinating and cost for cutting and patching necessary to accommodate their work. Cutting and patching shall be done by individuals skilled in working the tools and materials involved.
- D. Quality Assurance:
1. Requirements for Structural Work: Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
 2. Operational and Safety Limitations: Do not cut-and-patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety. Operational elements include but are not limited to the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Fire alarm and Communication systems.

- h. Conveying systems.
 - i. Electrical wiring systems.
 - j. Operating systems of special construction.
- 3. 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. Equipment supports.
 - e. Piping, ductwork, vessels, and equipment.
 - f. Noise- and vibration-control elements and systems.
- 4. Visual Requirements: Do not cut-and-patch work which is exposed on the exterior or exposed in occupied spaces of the building, in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut-and-patch work, both as judged solely by the Architect. Remove and replace work judged by the Architect to be cut-and-patched in a visually unsatisfactory manner. Trade requiring cutting may use small escutcheons or similar trim at piping, ducts and the like, if permitted for new work, and not as a device to cover work which should be patched.
- 5. Engage the original Installer/Fabricator to perform cutting-and-patching in new construction. Engage capable personnel to perform cut-and-patch work.
- E. Submittals:
 - 1. Unless waived by Schaefer Architecture, submit proposal well in advance of time work will be performed and request approval to proceed. Include description of why cutting-and-patching cannot (reasonably) be avoided, how it will be performed, products to be used, firms and tradesmen to perform the work, approximate dates of the work, and anticipated results in terms of variations from the work as originally completed.
 - 2. Schaefer Architecture may require that the Contractor provide structural engineering services through the project structural engineer at the Contractor's expense.
 - 3. Where applicable, include cost proposal, suggested alternatives to the cutting-and-patching procedure proposed
- F. Materials: Provide materials for cutting-and-patching which will result in equal-or-better work than the work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Comply with the requirements, and use materials identical with the original materials where feasible and where recognized that satisfactory results can be produced thereby.
- G. Whenever possible, execute the work by methods that avoid cutting or patching.
- H. See Alterations article above for additional requirements.
- I. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.

5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.
- J. Protection: Construct barriers to separate work areas from occupied areas and to protect building occupants from danger of uncontrolled temperature and pollution. Seal openings as needed to provide such protection.
 1. Ventilate areas where dust and odors are produced to the outside.
 2. Provide and maintain filters over building ventilating and return air outlets enveloped by dust enclosures when system ties into occupied areas.
- K. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- L. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
 1. Minimize the use of hammering and chopping tools.
- M. Restore work with new products in accordance with requirements of Contract Documents.
- N. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- O. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. 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 unless otherwise indicated.
 3. Match color, texture, and appearance.
 4. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
 5. Restore exposed finishes of patched areas, and where necessary, extend finish restoration and new finish onto adjoining retained work, in a manner which will eliminate evidence of patching. As an example; where patch occurs in or adjacent to a painted surface, extend final paint coat over the entire unbroken surface containing the patch after patched area has received prime and base coats and whole surface prepared for painting.

3.09 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 1. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.10 PROTECTION OF INSTALLED WORK

- A. Protect existing construction, property and installed work from damage by construction operations, weather and its elements.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.
- I. Remove ice and snow as necessary for safety and proper execution of Work.
- J. Brace all construction to prevent damage from wind and construction loading.
- K. Transport, handle, store and erect materials in a manner to keep them free from injury.
- L. Repair damaged materials, systems, equipment and the like. If satisfactory repair cannot be attained, replace damaged products with equally aesthetic and serviceable products, systems and equipment.
- M. Clean off any foreign materials accidentally deposited on finish surfaces and, where such would stain, corrode or otherwise disfigure, clean same immediately with material that will not damage finished work.

3.11 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Adjust windows, doors, drawers, hardware, appliances, motors, valves, controls, and other equipment for proper operation.
- C. Seal exterior joints between materials to form a weathertight enclosure.
- D. Touch up imperfections in surfaces, paint, and other finishes after all Contractors and tradesmen have completed their work.
- E. Completed work shall be thoroughly clean and free from foreign materials and stains.
- F. Clean surfaces using appropriate materials and methods that will thoroughly clean but not damage materials and their finishes, not damage or adversely affect other materials in the project.

3.12 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion.

1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances
- G. Clean debris from roofs, gutters, and downspouts.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following:
 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Advise Owner of pending utility changeover requirements if applicable.
 4. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 8. Complete final cleaning requirements, including touchup painting.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Make submittals that are required by governing or other authorities.
 1. Provide copies to Schaefer Architecture.
- C. Notify Schaefer Architecture when work is considered ready for Schaefer Architecture's Substantial Completion inspection.
- D. Submit written certification containing General Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete (by General Contractor and Subcontractors) in accordance with Contract Documents and ready for Schaefer Architecture's Substantial Completion inspection.

1. Separate inspections for mechanical, electrical and general construction work and equipment shall be arranged in the same basic time period by Schaefer Architecture, engineers and consultants.
 2. Schaefer Architecture may decline to perform the inspection if the building (or designated portion) can not be used for the intended purpose.
 3. Schaefer Architecture may also terminate the inspection at any time if the amount and/or type of incomplete work demonstrates that the building can not be used for the intended purpose without generating an inspection report.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Schaefer Architecture's and General Contractor's comprehensive list of items identified to be completed or corrected and submit to Schaefer Architecture.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Schaefer Architecture when work is considered finally complete and ready for Schaefer Architecture's Substantial Completion final inspection.
- H. Complete items of work determined by Schaefer Architecture listed in executed Certificate of Substantial Completion.
- I. All additional inspections incurred by Schaefer Architecture and/or consultants because of incomplete or unsatisfactory work will be charged to the General Contractor. Time will be billed through the Owner at \$100.00 per worker hour for time chargeable to the Project whether on site, traveling, or in office. Payments to be deducted from amounts owed to the General Contractor by the Owner without any additional action required by the Owner, Schaefer Architecture, or General Contractor.

3.14 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.

END OF SECTION

SECTION 01 78 00 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties.

1.02 SUBMITTALS

- A. Project Record Documents: Submit documents to Schaefer Architecture with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance. Submit two copies.
- C. Warranties:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Consent of Surety to Final Payment, on AIA Form G707. Submit three copies.
- E. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706. Submit three copies.
- F. Contractor's Affidavit of Release of Liens, AIA Document G706A. Submit three copies.
- G. Contractor's Release or Waiver of Liens, conditional upon receipt of payment, on the Contractor's letterhead. Submit three copies.
 - 1. The Owner reserves the right to require any other data necessary to establish satisfactory payment of all contractual obligations.
- H. Sales Tax Exemption Certificate. Submit two copies.
- I. If required by Owner or Schaefer Architecture, one copy each of all invoices properly identified with the Sales Tax Exemption number as required by the State of Kansas. The Contractor shall retain such invoices for a period of not less than five years.
- J. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Field changes of dimension and detail.
 3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- B. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

- B. Where systems involve more than one specification section, provide separate tabs dividing each system.
- C. Submit operations and maintenance manuals in a PDF electronic file.
- D. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Schaefer Architecture, Consultants, General Contractor and subcontractors, with names of responsible parties.
- E. Tables of Contents: List every item by a bookmark that allows for easy access of content.
- F. Arrangement of Contents: Organize as follows:
 - 1. Project Directory.
 - 2. Table of Contents.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.
 - 4. Design Data: To allow for addition of design data furnished by Schaefer Architecture or others, provide a bookmark "Design Data".

3.05 WARRANTIES

- A. For all pieces of operating equipment and system provided by any trade for this Project and when warranties or guarantees are otherwise specified, submit written guarantee or warranty documents which shall include the following information:
 - 1. Name and address of Project and Owner.
 - 2. Article, material or system covered.
 - 3. Name and address of Installing contractor.
 - 4. Name and address of Prime Contractor.
 - 5. Signature of individual authorized to sign contracts for the company issuing the guarantee.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Scan warranties and assemble complete warranty submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. The following terms (minimum) shall be incorporated:
 - 1. Duration, one year or as specified, dated from "Date of Substantial Completion." This shall be in addition to and not a limitation of other rights the Owner may have under the Contract Documents.
 - 2. The article, material or system is free from defective materials and workmanship.
 - 3. Costs of repair or replacement shall not accrue to the Owner including repair or replacement of other work disturbed by repair or replacement.
- E. Guarantees which are standard guarantees provided by a manufacturer for his product shall be received by the Contractor, filled out and filed with the company for the Owner. Certificates or registration stubs shall be included with the shop drawings submitted for

the Owner upon completion of the work. The Contractor's responsibility stipulated in the paragraph before this one, terminates as stipulated therein. The Owner shall administrate manufacturer's warranties/guarantees thereafter.

- F. Co-execute submittals when required.

END OF SECTION

SECTION 07 54 00 - THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered system with fleeceback thermoplastic roofing membrane.
- B. Cover boards.
- C. Flashings.
- D. Roofing stack boots, roofing expansion joints, and walkway pads.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings.

1.03 REFERENCE STANDARDS

- A. ASTM C1278/C1278M - Standard Specification for Fiber-Reinforced Gypsum Panel; 2007a (Reapproved 2011).
- B. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.
- C. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2015a.
- D. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.
- E. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2016.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- G. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2013.
- H. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- I. CAN-ULC-S770 - Standard Test Method Determination of L-Term Thermal Resistance Of Closed-Cell Thermal Insulating Foams; 2009.
- J. FM 4470 - Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for use in Class 1 and Noncombustible Roof Deck Construction; 2012.
- K. FM DS 1-28 - Wind Design; 2007.
- L. FM DS 1-29 - Roof Deck Securement and Above-Deck Roof Components; Factory Mutual System; 2006.
- M. ITS (DIR) - Directory of Listed Products; current edition.
- N. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- O. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2011.
- P. UL (DIR) - Online Certifications Directory; Current Edition.
- Q. UL (FRD) - Fire Resistance Directory; current edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, and for all other products employed on this project.

- C. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, mechanical fastener layout, and recommended details modified to fit project conditions.
 - 1. Fastener Layout: Patterns for corner, perimeter and field-of-roof locations.
 - 2. Tapered insulation: Include slopes.
 - 3. Layout: Include walkway pads and grease resistant sheet locations and dimensions.
- D. Installer's qualification data.
- E. Manufacturer's Installation Instructions: Indicate special procedures.
- F. Warranty Documentation:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years of experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with at least ten years of experience and approved by manufacturer.
 - 1. Approval shall be valid and current at time of bidding and installation, in writing, by manufacturer and experienced in application of specified thermoplastic membrane roofing system on at least 3 projects; one at least as large as this project.
 - 2. Installer shall be responsible for all work associated with thermoplastic membrane roofing, including (but not limited to) preparation, insulation, flashing and counterflashing, expansion joints, and joint sealers.
 - 3. Company shall be within a 100 mile (160 km) radius of the project site.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Store products in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.
- E. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck and do not overload structure.

1.07 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F (5 degrees C).
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

- B. General Warranty: The warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- C. System Warranty: Provide manufacturer's warranty with extended wind speed coverage of 90 mph (145 kilometer per hour) ground wind-speed without monetary limitation (NDL) and not pro-rated; signed by the roofing system manufacturer agreeing to promptly repair leaks resulting from defects in materials or workmanship. Owner's signature is not required.
 - 1. All roof related sheet metal shall be included in the warranty including copings, flashings, counterflashings etc.
 - 2. Roof edge products shall be included in the warranty for the same duration as the roofing system.
 - 3. Roofing system shall be designed to withstand wind speed at 32.8 feet (10 m) above ground level.
- D. Membrane Warranty: Provide a 20 year membrane warranty signed by the roofing manufacturer warranting that the membrane will be free from manufacturing defects and that the membrane will not prematurely deteriorate to the point of failure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Materials:
 - 1. Carlisle Roofing Systems, Inc; Sure-Weld TPO: www.carlisle-syntec.com/#sle.
 - 2. Firestone Building Products, LLC; Ultra Ply: www.firestonebpco.com.
 - 3. GAF; EverGuard TPO 60 mil: www.gaf.com/#sle.
 - 4. GenFlex Roofing Systems, LLC; GenFlex TPO: www.genflex.com.
 - 5. Johns Manville; JM TPO: www.jm.com/#sle.
 - 6. Versico, a division of Carlisle Construction Materials Inc; VersiWeld TPO: www.versico.com/#sle.
 - 7. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ROOFING

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered over cover board.
- B. Roofing Assembly Requirements:
 - 1. Source Limitations: Obtain all components including but not limited to roof insulation, fasteners, membrane materials and flashing materials from the same manufacturer as the membrane roofing. All components shall be manufactured and labeled from the same manufacturer for warranty.
 - 2. Fire Resistance Rating: Provide materials which have been tested and listed by UL (DIR) for application indicated, with Class A for noncombustible decks, Class A for combustible decks, rated materials/system for roof slopes less than 1/2 inch (12.7 mm) per foot.
 - 3. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
 - 4. FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in Approval Standard FM 4450 and FM

- 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
- a. Fire/Windstorm Classification: Class 1-90 accordance to FM Global Property Loss Prevention Data Sheet FM DS 1-29.
5. Insulation Thermal Value:
- a. Polyisocyanurate Board: Insulation values shall be in accordance with Long Term Thermal Resistance (LTTR) values as determined by CAN-ULC-S770. Isocyanurate board to be 3.4 inch (86.4 mm) thick to match existing system for patch work.
- C. Acceptable Insulation Types for patch work - Constant Thickness Application:
- 1. Minimum 2 layers of polyisocyanurate or expanded (molded) polystyrene.
- D. Acceptable Insulation Types for patch work - Tapered Application:
- 1. Minimum 2 layers of constant thickness application below tapered application.
 - 2. Tapered polyisocyanurate or expanded (molded) polystyrene board.
- E. Cover Board - Required as a cover over the insulation board, no exceptions.
- F. Deck Sheathing for patch work - Required for rated roof/ceiling assembly where indicated on the code or roof plan.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane:
- 1. Material: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M.
 - 2. Reinforcing: Internally fabric or scrim reinforced.
 - 3. Thickness: 60 mil 0.060 inch (1.5 mm), minimum +55 mil fleece layer. 115 mil fleeceback TPO system.
 - 4. Sheet Width: Factory fabricated into largest sheets possible.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.

2.04 DECK SHEATHING AND COVER BOARDS

- A. Deck Sheathing for patch work in areas indicated for Fire Rated Assemblies: Gypsum sheathing, ASTM C1396/C1396M, Type X special fire resistant type, 5/8 inch (16 mm) thick.
- B. Cover Board: Provide and install one of the following which meets warranty requirements.
- 1. ASTM C1177/C1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch (13 mm) thick, factory primed.
 - a. Manufacturers:
 - 1) Georgia-Pacific Corporation; Dens Deck Prime: www.gp.com.
 - 2) National Gypsum Company; DEXcell FA: www.nationalgypsum.com.
 - 2. ASTM C1278/C1278M, cellulosic-fiber-reinforced, water-resistant gypsum substrate, 1/2 inch (13 mm) thick.
 - a. Manufacturers:
 - 1) USG Corporation; Securock: www.usg.com.

2.05 INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements, selected from manufacturer's standard sizes and of thicknesses indicated as required by membrane system manufacturer.
- B. Provide preformed saddles, crickets, tapered edge strips and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated; back slope must provide minimum 1/4 inch per 12 inches (6.35 mm per 304.8 mm).
- C. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C1289, Type II, Class 1, cellulose felt or glass fiber mat both faces; Grade 3 and with the following characteristics:
 - 1. Compressive Strength: 20 psi (138 kPa).

2.06 METAL EDGING

- A. Coping: Metal coping cap with anchor/support cleats for capping any parapet wall. The system shall be watertight, maintenance free and does not require exposed fasteners. Anchor/support cleat of 20 gauge galvanized metal, 12 inch (304.8 mm) wide and spaced 48 inch (1219.2 mm) on center, with stainless steel spring attached to cleat. Anchor/support cleat fasteners shall be stainless steel and sizes as recommended by manufacturer. Joints shall be a butt type with 8 inch (203.2 mm) concealed splice plates set with non-curing sealant strips. Custom radius as required.
 - 1. Outside face height of 3 1/2 inch (88.9 mm). Inside face height of 3 1/2 inch (88.9 mm)
 - 2. Tested per SPRI ES-1 Standard and installed per roofing manufacturer's requirements.
 - 3. Exterior coping of 24 gauge galvanized steel with polyvinylidene fluoride system finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat.
 - 4. Coping Finishes: Select from manufacturer's standard colors.

2.07 ACCESSORIES

- A. General: Provide products which are recommended by manufacturers to be fully compatible with indicated substrates, or provide separation materials as required by manufacturer to eliminate contact between incompatible materials.
- B. Expansion Joint Covers: Composite construction of flexible EPDM flashing of black color with closed cell urethane foam backing, each edge seamed to aluminum sheet metal flanges, designed for nominal joint width of 1 inch (25 mm) or as indicated on drawings. Include special formed corners, tees, intersections, and wall flashings, each sealed watertight.
- C. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
 - 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers. Do not penetrate through lower pan of acoustical decks.
- E. Membrane Adhesive: As recommended by membrane manufacturer.
- F. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.

- G. Sealants: As recommended by membrane manufacturer.
- H. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- I. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Composition: Rubber with mineral granule surface.
 - 2. Size: Manufacturer's standard size(s).
 - 3. Surface Color: White or yellow.
- J. Metal Termination Bars: Manufacturer's standard aluminum bars, approximately 1 inch (25 mm) wide, roll formed and pre-punched.
- K. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, in-seam sealants, termination reglets and other accessories recommended by roofing system manufacturer for intended use.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set and are in place.

3.02 INSTALLATION - GENERAL

- A. Perform work in accordance with manufacturer's instructions.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water in quantities greater than can be weatherproofed the same day.
- F. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove rood-drain plugs when no work is taking place or when rain is forecast.
- G. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of the roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.03 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Accurately align sheets and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

- D. Apply adhesive to substrate at rate required by manufacturer. Fully embed membrane in adhesive except in areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
 - 1. Do not apply to splice area of membrane roofing.
- E. Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane. Lap sealant is not required on vertical splices.
 - 2. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- F. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.
- G. Around roof penetrations, seal flanges and flashings with flexible flashing.
- H. Coordinate installation of roof drains and related flashings.
- I. Install walkway pads around roof hatches and roof mounted equipment. Extend minimum of 3 feet (1 m) from roof hatch on three sides and 5 feet (1.5 m) from service access locations on roof mounted equipment.

3.04 FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of flashing sheet at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing as recommended by manufacturer.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Apply coatings to sheet roofing and flashings according to manufacturer's recommendations, by spray, roller, or other suitable application method.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field quality control and inspection.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

3.06 CLEANING

- A. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- B. Repair or replace defaced or damaged finishes caused by work of this section.

3.07 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2020.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012).
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, roof details, roof edge trim, glazing trim and installation details.
 - 1. Include sheet gauge, texture and color selections.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with three years of experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.06 WARRANTY

- A. Sheet Metal Flashing and Trim Guarantee: Include metal roof flashing work with roofing guarantee.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Schaefer Architecture from manufacturer's standard colors.
 - 3. Gauges required, flat sheet, smooth for fabrication.

4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated.
- D. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- E. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- G. Holes, dents, creases or wrinkles shall be cause for rejection.

2.03 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 EXECUTION

3.01 GENERAL

- A. Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

3.02 EXAMINATION

- A. Verify roof s, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- C. Seams: Joints butted with 6 inch (152 mm) long concealed splice plate. Apply bond breaker tape on splice plate minimum 1/2 inch (12.7 mm) wide. Space facing metal at least 3/8 inch (9.5 mm) apart over the tape. Apply sealant over joint.
- D. Seal metal joints watertight.
- E. Secure gutters and downspouts in place with fasteners.
- F. Counter Flashing: Lap cap (counter) flashing joints 4 inch (102 mm), seal.

1. Install cap (counter) flashing to spring tight against roofing, secure cap (counter) flashing in reglet. Stagger joints at least 12 inch (305 mm) from reglet joints.

END OF SECTION

SECTION 07 92 00 - JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.
- D. Owner-provided field quality control.

1.02 RELATED REQUIREMENTS

- A. Section 08 71 00 - Door Hardware: Setting exterior door thresholds in sealant.

1.03 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).
- F. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2014.
- G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2002 (Reapproved 2013).
- H. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2013.
- I. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Installation Plan: Submit at least four weeks prior to start of installation.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of experience.
- C. Installation Plan: Include schedule of sealed joints, including the following.
 - 1. Joint width indicated in contract documents.
 - 2. Joint depth indicated in contract documents; to face of backing material at centerline of joint.
 - 3. Method to be used to protect adjacent surfaces from sealant droppings and smears, with acknowledgement that some surfaces cannot be cleaned to like-new condition and therefore prevention is imperative.
- D. Owner will employ an independent testing agency to perform the field quality control inspection and testing as referenced in PART 3 of this section and as follows, to prepare and submit the field quality control plan and log, and to provide recommendations of remedies in the case of failure.
 - 1. Contractor shall cooperate with testing agency and repair failures discovered and destructive test location damage.
- E. Field Quality Control Plan - Discretionary Testing by Owner:
 - 1. Visual inspection of entire length of sealant joints.
 - 2. Non-destructive field adhesion testing of sealant joints, except interior acrylic latex sealants.
 - a. For each different sealant and substrate combination, allow for one test every 12 inches (305 mm) in the first 10 linear feet (3 linear meters) of joint and one test every 24 inches (610 mm) thereafter.
 - b. If any failures occur in the first 10 linear feet (3 linear meters), continue testing at 12 inch (305 mm) intervals at no extra cost to Owner.
 - 3. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- F. Field Adhesion Test Procedures:
 - 1. Allow sealants to fully cure as recommended by manufacturer before testing.
 - 2. Have a copy of the test method document available during tests.
 - 3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 - 4. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Schaefer Architecture.
- G. Non-Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.
 - 1. Record results on Field Quality Control Log.
 - 2. Repair failed portions of joints.

1.06 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 - 2. When joint substrates are wet.

3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a two year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 2. Bostik Inc: www.bostik-us.com.
 3. Dow Corning Corporation: www.dowcorning.com/construction/sle.
 4. Hilti, Inc: www.us.hilti.com/#sle.
 5. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com/sle.
 6. Pecora Corporation: www.pecora.com.
 7. Tremco Global Sealants: www.tremcosealants.com.
 8. Sika Corporation: www.usa-sika.com.
 9. W.R. Meadows, Inc: www.wrmeadows.com/sle.
 10. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
 1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 2. Bostik Inc: www.bostik-us.com.
 3. Dayton Superior Corporation: www.daytonsuperior.com.
 4. Dow Corning Corporation: www.dowcorning.com/construction/sle.
 5. Pecora Corporation: www.pecora.com.
 6. Tremco Global Sealants: www.tremcosealants.com.
 7. Sika Corporation: www.usa-sika.com.
 8. W.R. Meadows, Inc: www.wrmeadows.com/sle.
 9. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Joints between different exposed materials.
 - c. Other joints indicated below.
 2. Do not seal the following types of joints.

- a. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - b. Joints where installation of sealant is specified in another section.
- B. Type of Joint
 1. Designations: The number Type refer to the product to be used, listed in Sealants below.
 2. Exterior Joints:
 - a. Perimeters of exterior opening frames at adjoining materials:
Type: 3, 4, 5.
 - b. Coping joints and coping-to-facade joints.
Type: 3, 4, 5.
 - c. Metal flashing trim joints.
Type: 3, 4, 5.
 - d. Exterior joints in horizontal wearing surfaces - vehicle, pedestrian paving and paving to building joints.
Type: 8.
 - e. One inch 1 inch (25.4 mm) expansion joints shall be two part self-leveling at horizontal joints.
Type: 8.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.
- B. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177-2600.
- C. As selected by Architect from manufacturer's standard colors. In general, colors will be selected to match or be slightly darker than the adjacent material(s).

2.04 NONSAG JOINT SEALANTS

- A. Designations: The number Type refer to the work to be caulked in Joint Sealant Applications above.
- B. Type 1 - Acoustical Sealant:
 1. Specified in Section 09 21 16 - Gypsum Board Assemblies.
- C. Type 2 - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 50 percent, minimum.
 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 4. Manufacturers:
 - a. Dow Corning Corporation; 790 Silicone Building Sealant:
www.dowcorning.com/construction/#sle.
 - b. Pecora Corporation; 864NST Low Modulus Architectural Silicone Sealant:
www.pecora.com.
 - c. Momentive Performance Materials, Inc (GE Silicones products); SCS2700 Silpruf LM: www.momentive.com.
 - d. Tremco Global Sealants; Spectrem 3: www.tremcosealants.com.

- e. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Type 3 - Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Manufacturers:
 - a. Dow Corning Corporation; 791: www.dowcorning.com/construction/sle.
 - b. Pecora Corporation; 860: www.pecora.com.
 - c. Momentive Performance Materials, Inc (GE Silicones products); SCS2800 Silglaze II: www.momentive.com.
 - d. Tremco Global Sealants; Spectrem 2: www.tremcosealants.com.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Type 4 - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: To be selected by Schaefer Architecture from manufacturer's standard range.
 - 3. Manufacturers:
 - a. Pecora Corporation; DynaTrol II General Purpose Two Part Polyurethane Sealant: www.pecora.com.
 - b. Sika Corporation; Sikaflex-2c NS: www.usa-sika.com/#sle.
 - c. W. R. Meadows, Inc; POURTHANE NS: www.wrmeadows.com/#sle.
 - d. Tremco Building Solutions; Dymeric 240FC: www.tremcosealants.com.
 - e. MasterSeal; NP2: www.master-builders-solutions.basf.com.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Type 5 - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent.
 - 2. Color: To be selected by Schaefer Architecture from manufacturer's standard range.
 - 3. Products:
 - a. Pecora Corporation; DynaTrol I-XL General Purpose One Part Polyurethane Sealant: www.pecora.com.
 - b. MasterSeal; NP1: www.master-builders-solutions.basf.com.
 - c. Tremco Building Solutions; Dymonic FC: www.tremcosealants.com.
 - d. Sika Corp.; Sikaflex 1A: www.sikacorp.com.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Type 7 - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
 - 1. Color: To be selected by Schaefer Architecture from manufacturer's standard range.
 - 2. Manufacturers:
 - a. Pecora Corporation; AC-20 + Silicone Acrylic Latex Caulking Compound: www.pecora.com.
 - b. Tremco Global Sealants; Tremflex 834: www.tremcosealants.com.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 SELF-LEVELING SEALANTS

- A. Type 8 - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Manufacturers:
 - a. Pecora Corporation; NR-200 Self-Leveling Traffic-Grade Polyurethane Sealant: www.pecora.com.
 - b. Sherwin-Williams Company; Stampede 2SL Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - c. Sika Corporation; Sikaflex-2c SL: www.usa-sika.com/#sle.
 - d. MasterSeal; SL2: www.master-builders-solutions.basf.com.
 - e. Tremco Global Sealants; THC-900: www.tremcosealants.com.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Type 9 - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion.
 - 1. Movement Capability: Plus and minus 25 percent.
 - 2. Manufacturers:
 - a. Sherwin-Williams Company; Stampede 2SL Polyurethane Sealant: www.sherwin-williams.com.
 - b. Pecora Corporation; Unexpan NR-201: www.pecora.com.
 - c. MasterSeal; SL1: www.master-builders-solutions.basf.com.
 - d. Sika Corp.; Sikaflex 1CSL: www.sikacorp.com.
 - e. Tremco Global Sealants; Vulkem 45 SSL: www.tremcosealants.com.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 3. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- I. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 FIELD QUALITY CONTROL

- A. Owner may employ an independent testing agency to perform field quality control inspection and testing as specified in PART 1 under QUALITY ASSURANCE article.
 - 1. Independent testing may be employed by Owner if Owner has concerns over the quality of installation of exterior joints.
- B. Non-Destructive Adhesion Testing: If there are any failures in first 100 linear feet (30 linear m), notify Schaefer Architecture immediately.
- C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at the low temperature in the thermal cycle. Report failures immediately and repair.

END OF SECTION