

PROJECT:

**ADD COOLING TOWER – CENTRAL
FIRE STATION
CITY OF BAY ST. LOUIS, MISSISSIPPI**

PROJECT SPECIFICATION

City of Bay St, Louis
688 Highway 90
Bay St. Louis, MS 39520



STEPHENS
MECHANICAL ENGINEERING LLC.

STEPHENS MECHANICAL ENGINEERING
925 TOMMY MUNRO DR., STE B
BILOXI, MS 39532
228 207 3322

February 8, 2024

PROJECT DIRECTORY

OWNER:

City Of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520
Contact: (228) 466-8951

MECHANICAL ENGINEER:

STEPHENS MECHANICAL ENGINEERING
925 Tommy Munro Drive, Suite B
Biloxi, Mississippi 39532
Office: (228) 207-3322

Principal: Lawrence Stephens, PE

ELECTRICAL ENGINEER:

WELCON ELECTRICAL CONSULTANTS
14116 Customs Blvd Ste 111, Gulfport, MS 39503
Office: (228) 822-8000

Principal: Greg Wyrosdick, PE

00 01 10 – PROJECT MANUAL TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

- 00 21 13 – Instructions to Bidders
- 00 31 00 – Available Project Information
- 00 41 13 – Bid Form
- 00 43 13 – Bid Security Form
 - AIA Document A310 – Bid Bond*
- 00 52 13 – Agreement Form
 - AIA Document A101 - Standard Form of Agreement between Owner and Contractor*
- 00 61 13 – Performance and Payment Bond Form
 - AIA Document A312 – Performance Bond*
- 00 62 16 – Insurance and Bond Checklist
- 00 72 13 – General Conditions
 - AIA Document A201 – General Conditions of the Contract for Construction*
- 00 73 13 – Supplementary Conditions

SPECIFICATIONS GROUP GENERAL REQUIREMENTS SUBGROUP

Division 1 – General Requirements

- Section 01 11 00 – Summary of Work
- Section 01 23 00 – Alternates
- Section 01 26 00 – Contract Modification Procedures
 - AIA Document G709 – Work Changes Proposal Request*
 - AIA Document G701 – Change Order*
 - AIA Document G714 – Construction Change Directive*
- Section 01 29 00 – Payment Procedures
 - AIA Document G702 – Application and Certificate for Payment*
 - AIA Document G703 – Continuation Sheet*
 - Contractors First Payment Application Check List*
 - Contractors Payment Application Check List*
 - Contractors Final Payment Application Check List*

- Section 01 31 13 – Project Coordination
- Section 01 31 19 – Project Meetings
- Section 01 32 53 – Requests for Interpretation
- Section 01 33 00 – Submittal Procedures
- Section 01 41 00 – Regulatory Requirements
- Section 01 45 00 – Quality Control
- Section 01 50 00 – Temporary Facilities and Controls
- Section 01 60 00 – Product Requirements
- Section 01 74 13 – Progress Cleaning
- Section 01 77 00 – Closeout Procedures

*SPECIFICATIONS GROUP
TECHNICAL REQUIREMENTS SUBGROUP*

Section15000	Mechanical General Requirements
Section15100	Basic Materials and Methods
Section15200	Insulation
Section15400	Plumbing
Section15600	Heating, Ventilating, and Air Conditioning Equipment
Section15700	Heating and Air Conditioning Piping
Section15900	Controls
Section16050	Basic Electrical Methods
Section16120	Low Voltage conductors
Section16445	Safety Switches

ADVERTISEMENT TO BID

You are hereby invited to submit a sealed bid for “Add Cooling Tower – Central Fire House” for work at the Central Fire House at 543 Main St., Bay St. Louis, Mississippi, 39520.

Sealed Bids will be received from contractors at the Bay St. Louis City Hall Conference Room, 2nd floor, located at 688 Highway 90, Bay St. Louis, MS 39525 until 10:00 AM. local time, Friday, April 5, 2024 and then publicly opened and read aloud.

Work will be in accordance with the plans and specifications prepared by:
Stephens Mechanical LLC
925 Tommy Munro Dr., Ste B
Biloxi, MS 39532

Single stipulated sum bids will be received for all work required by the Contract Documents in accordance with the Instructions to Bidders.

Instructions to Bidders, Form of Bid, Form of Contract Bond, Drawings, Specifications, and other Contract Documents may be examined at the following locations:

1. Office of the Engineer: Stephens Mechanical Engineering, 925 Tommy Munro Dr., Ste B, Biloxi, MS, 39532.
2. Plans House, Gulfport
3. City of Bay St. Louis, 688 Hwy 90, Bay St. Louis 39520

Information and Bidding Documents for the Project can be found at the website:

www.baystlouis-msbids.com

Plan Holders are required to log-in or register for an account to view or order bid documents at www.baystlouis-msbids.com. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders are to contact the Plan House at (228) 248-0181. No partial sets of drawings or manual will be issued. No contract documents (hard copy or electronic) will be issued to Contractors within 24 hours of the bid time.

Prospective bidders can examine the Bidding Documents at the issuing offices on Monday through Thursday 8:00-5:00 and Friday 8:00-12:00.

All written proposals must be on file with the City of Bay St. Louis prior to the opening time as stated above. All proposals must be sealed and clearly marked on the outside of the envelope as indicated for “Add Cooling Tower – Central Fire House Bay St. Louis, Mississippi not to be opened until April 5, 2024 at 10:00 am.” Additionally, the envelope shall have the Contractors Certificate of Responsibility Number plainly written. Envelopes not so marked are submitted at the risk of the Bidder and the City of Bay St. Louis, Mississippi, assumes no responsibility for the premature opening of same by any City employee.

A pre-bid conference is scheduled for March 28, 2024, at 10:00 am at the Site.

Each bidder must deposit with his bid the standard forms contained in the contract manual. Each bid will include a bid bond issued by a Surety Company for the designated amount of 5% of the total bid price. The Surety Company shall be a licensed in Mississippi firm. The successful bidder shall furnish a Performance Bond and a Payment Bond each in the amount of

100% of the contract amount. Bidders shall comply with law of the State of Mississippi requiring Certificate of Responsibility.

Bids shall be deposited with the City of Bay St. Louis, Bay St. Louis City Hall, 688 Hwy 90, Bay St. Louis, MS 39520 or alternately, bids can be submitted at www.baystlouis-msbids.com under the project page, prior to the hour and date designated above. No oral, telegraphic, or emails proposals shall be considered. All interpretations or questions shall be directed to Lawrence Stephens at Stephens Mechanical LLC by email to : les@stephensmecheng.com. Contractor must indicate on their bid proposal all addenda with dates in the location provided. No bidder may withdraw their bid within sixty (60) days after the date of actual bid opening without Owner's consent.

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

All work performed shall comply with Federal, State, and Local Codes.

Approved by the order of the City of Bay St. Louis City Council.

PUBLISH

1st Advertisement Date: March 7, 2024

2nd Advertisement Date: March 14, 2024

00 21 13 – INSTRUCTIONS TO BIDDERS

1.1 DEFINITIONS

- A. Owner: Wherever the term “Owner” is used in these specifications, it refers to the **City of Bay St. Louis, Bay St. Louis Mississippi.**
- B. Engineer: Wherever the term “Architect” is used in these specifications, it refers to the Engineer, Stephens Mechanical LLC, 925 Tommy Munro Drive, Biloxi, MS 39532, who by separate contract with the Owner is authorized to provide the Engineering Services for this Project.
- C. All definitions set forth in the General Conditions of AIA Document A201 are applicable to these Instructions to Bidders.
- D. Bidding Documents include the Advertisement for Bids, Instructions to Bidders, the Bid Form, the Bid Security Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- E. Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
 - 1. **All addenda shall be issued by electronic format (e-mail). All interested bidders shall submit a valid e-mail address when requesting Bidding Documents for the Project. Plans will be available at Plans House, Seaway Road, Gulfport.**
- F. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- G. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted with adjustments to the Base Bid amount as stated in Alternate Bids.
- H. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- I. A Bidder is a person or entity who submits a Bid to the Owner.

1.2 BIDDER'S REPRESENTATION

- A. Each Bidder, by making his bid, represents that he has read and understands the Bidding Documents.
- B. Each Bidder, by making his bid, represents that he has visited the sites and familiarized himself with local conditions under which the work is to be performed.

- C. No allowance will be made to any Bidder because of lack of examination of the proposed Contract Documents or the site of the Work, or for lack of knowledge of any conditions affecting the Work. The submission of a proposal shall be construed as conclusive evidence that the Bidder has made such examinations.

1.3 BIDDING PROCEDURES

- A. All bids must be prepared on the forms provided by the Architect, or exact copies thereof, and submitted in accordance with these Instructions to Bidders.
- B. A bid is invalid if it has not been deposited at the designated location prior to time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to Bidders.
- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for **sixty (60)** days after the time designated for the receipt of bids in the Advertisement to Bid.
- D. Prior to receipt of bids, Addenda, if issued, will be mailed or delivered to each prime Bidder recorded by the Engineer as having received the Bidding Documents. Addenda issued after receipt of bids will be mailed or delivered to only the selected Bidder.
- E. All blank spaces in the Bid Form must be filled in, type written, or hand written in ink, and all amounts must be in words as well as in figures. In case of a discrepancy between words and figures, the words will govern and the figures will be corrected. In case of discrepancy between unit price and the extension, the unit price will govern and the extension along with the total sum of extension and the stated subtotal or total, the corrected subtotal or total will govern. For items where no bid is submitted or the Bidder is not bidding that portion of the Work, insert "NO BID" in space provided for price. A bid shall be submitted for all alternates unless the alternate results in no change in price in which case "NO CHANGE" shall be entered in the space provided for the alternate bid amount, or in the case where the Bidder is not bidding on that portion of the Work, "NO BID" shall be entered in the space provided.
- F. Signatures on bids must be in longhand and by a person or persons duly authorized to make contract. Bidder's legal name must be clearly stated. If Bidder is a Corporation affix corporate seal and write State of Incorporation in space provided.
- G. All bids shall be delivered, sealed in an opaque envelope, with the name of the project in the lower left hand corner, to the place designated in the Advertisement for Bids, at or before the time set for the receipt of bids.
- H. Any bid which fails to name a price in both figures and in writing will be deemed informal and it may be rejected; in case of any discrepancies between the price written in the bid, and that given in figures, the price in writing will be considered the bid.
- I. No telephoned, telefaxed or telegraphed proposals, corrections or modifications will be considered.

- J. Non-Resident Contractor: When a non-resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter 527, Laws of 1988.
- K. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.
- L. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

1.4 EXAMINATION OF BIDDING DOCUMENTS

- A. Each Bidder shall examine the bidding documents carefully and, not later than seven (7) days prior to date of receipt of bids, shall make written request to the Engineer for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover or of any question he may have as to their meaning. Any interpretation or correction will be issued as an Addendum by the Engineer. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

1.5 SUBSTITUTIONS

- A. Substitutions of materials and equipment will be permitted only as hereinafter specified under Division 1 Section "Product Requirements".
- B. Prior approvals must be received within the Engineers office **ten days** in advance of the bid in order to be considered for inclusion as an equal.

1.6 PREPARATION OF BID

- A. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the project for which the bid is submitted, and his Certificate of Responsibility number or statement that enclosed bid does not exceed \$50,000.00, as applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Bid Form.
- B. **NO MODIFICATIONS MAY BE MADE TO THE BID ON THE OUTSIDE OF THE ENVELOPE.**

1.7 METHOD OF BIDDING AND CONTRACT AWARD

- A. A single stipulated sum base bid will be received covering all work.
- B. The Owner intends to award a Contract to the lowest and best Bidder within allocated funds, based on the sum of the base bid plus accepted alternates, if any. In making award to the lowest and best bidder, the Owner will consider price; bidder's honesty and integrity, skill and business judgment, experience, facilities for carrying out the Contract, conduct under previous contracts, particularly any prior contracts with Owner, quality of work previously done; availability of

appropriate financial, material, facility, managerial and personnel resources; warranties, life cycle costs; and any other legal factors relevant to evaluating the bidder's capability to perform Contract requirements in a timely and proper manner.

- C. In considering the bids received and award of the Contract, the Owner has the following options:
1. Reject all bids and to cancel the award of Contract without liability any time prior to the execution of Contract by both parties.
 2. Waive any and all minor irregularities in any bid.
 3. Award the Contract on the basis of the lowest and best base bid, or
 4. Award the Contract on the basis of lowest and best base bid, and any combination of alternates.
 5. Award to other than the low Bidder when, in the Owner's judgment, it is in its best interest to do so. For instance, a bid may not be considered best for such reasons as:
 - a. Bidder being in arrears on existing contracts.
 - b. Bidder being in litigation with the Owner.
 - c. Bidder having defaulted on or failed to satisfactorily complete a previous contract with the Owner, including Bidder's failure to satisfactorily fulfill the warranty obligations of a previous contract with the Owner.
- D. Any protest from any bidder must be delivered to the Owner in writing within seventy-two (72) hours of bid opening.
- E. Any claim of error and request to be released from the bid by any bidder must be delivered to the Owner within twenty-four (24) hours of bid opening. Sufficient documentation and proof must accompany this written request clearly showing an error was made by the bidder.
- F. Time is of the essence for this contract. Therefore, the Contract will provide for liquidated damages in the amounts indicated in the schedule on the **Bid Form**. Amounts indicated are to be paid per day by the Contractor for this Project to the Owner for each calendar day after the date of substantial completion.

1.8 ADDENDA AND INTERPRETATION

- A. No interpretation to the meaning of the plans, specifications or other pre-bid document will be made to any bidder orally.
- B. Every request for such interpretation should be in writing addressed to the following:
1. Stephens Mechanical Engineering, 925 Tommy Munro Drive, Biloxi, MS 39532.

- C. Written interpretation must be received at least seven days prior to the date fixed for the opening of the bids. **Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bidding documents which if issued will be transmitted by electronic format (e-mail) with request for acknowledgment on the bid form, to all plan holders at the respective e-mail addresses furnished for such purposes, not later than 48 hours prior to the date fixed for the opening of the bids.** Failure of any bidder to receive such addendum or interpretation, or to acknowledge receipt on the bid form, shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

1.9 CONDITIONS OF WORK

- A. Each bidder must inform themselves fully of the conditions relating to the construction of the Project and the liquidated damages provision for failure to complete the Work by the date of substantial completion specified. Failure to do so will not relieve the successful bidder of his obligation to furnish material and labor necessary to carry out the provisions of their contract. Insofar as possible, the Contractor, in carrying out their Work, must employ such methods or means as will not cause any interruption of, or interference with the Work of any other Contractor.

1.10 BID SECURITY

- A. Each bid must be accompanied by certified check of the Bidder; or a bid bond duly executed by the Bidder as principal, signed by an agent resident in Mississippi, and having as surety thereon a surety company authorized to do business in Mississippi, rated A or better by A.M. Best Company, and which is acceptable to the Owner; in the amount of 5% of the bid. Such checks or bid bonds will be returned, upon demand, after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made within sixty (60) days after date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- B. Make bid security payable to **City of Bay St. Louis, Bay St. Louis, Mississippi.**
- C. Bonds shall be written or countersigned by a Mississippi Resident Agent.

1.11 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- A. The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within seven (7) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the difference between his bid and the next acceptable bid, up to the maximum amount of the Bid Security.

1.12 TIME OF COMPLETION

- A. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" and to substantially complete the Work within the number of calendar days indicated on the bid form.

- B. Bidders shall substantially complete all the work involved in its contract within the calendar days stated and shall be subject to damages for each calendar day of delay thereafter in accordance with the General Conditions of the Contract for Construction.

1.13 QUALIFICATION OF BIDDERS

- A. If required, a Bidder shall submit to the Architect a properly executed Contractor's Qualification Statement AIA Document A305, within five (5) days from request.
- B. By submitting a Bid, the Contractor is representing that they are an expert in the Scope of Work bid on and thereby agrees to providing the post bid information stated herein. The successful low bidder will have to meet the following criteria to the Owners' satisfaction, prior to award of bid. Failure to do so may result in the rejection of the defaulting Contractors' Bid.
 - 1. The ability to perform the designated scope of work
 - 2. Qualified personnel
 - 3. Satisfactory construction plan
 - 4. Satisfactory safety plan and work history related to safety and reportable OSHA related incidences
 - 5. Adequate work force capable of completing the project(s) specified
- C. Independent Contractor Status: It is understood and agreed that the contractor is an independent Contractor and not an employee of the College and that the Contractor shall be responsible for all necessary licenses, federal and state taxes, liability insurance, worker's compensation coverage and other obligations imposed upon him and his employees as an independent Contractor under applicable laws, rules and regulations.
- D. Indemnity to the City: It is understood and agreed that the Contractor shall hold the **City of Bay St. Louis** harmless and indemnify the **City of Bay St. Louis** against any losses, damages, or liabilities resulting from the performance of the aforesaid services by said Contractor. Contractor shall be responsible for all employee withholding, payroll and FICA taxes, and shall maintain any and all Worker's Compensation Insurance on its laborers as required by law and shall hold the College harmless from all claims, if any, concerning Contractor's employees or subcontractors.
- E. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted. The Owner may consider either of the following reasons as being sufficient for the disqualification of a bidder and the rejection of the bidder's proposal:
 - 1. Submission of more than one proposal for the same work from an individual, partnership, firm or corporation under the same or different name(s),
 - 2. Evidence of collusion among bidders. Participants of such collusion may be disqualified for future Work of the Owner.
 - 3. If the Bidder has been placed in default on another project with the Owner.

1.14 REJECTION OF BIDS

- F. The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular. Each actual or prospective bidder agrees to waive any claim it has or may have against the Owner, or against the Engineer, or against the Owner's Representative, and their respective employees and agents, arising out of or in connection with the bidding process specifically including the receipt, evaluation, recommendation, and administration of any bid.

1.15 SUBMISSION OF POST-BID INFORMATION

- G. Upon request by the Engineer, the selected Bidder shall within seven days thereafter submit the following:
 1. A statement of costs for each major item of work included in the bid.
 2. A designation of the work to be performed by the Bidder with his own forces.
 3. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for use on this project. The Bidder will be required to establish to the satisfaction of the Engineer, Owner and the Owner's Representative the reliability and responsibility of the proposed Subcontractors to furnish and perform the work. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner, Engineer, and the Owner's Representative must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner, Engineer and Owner's Representative.

1.16 PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

- A. The Owner will require the Contractor to furnish bond in the amount of the Contract Sum covering faithful performance of the Contract and payment of all obligations arising there under. Bond form shall be that designated in this Project Manual and with surety acceptable to the Owner, licensed to do business in Mississippi, and rated A or better by A.M. Best Company. Bonds shall be signed by an agent resident in Mississippi.
- B. All certificates and contracts must be completed in accordance with "00 62 16 – Insurance and Bond Check List", with a completed copy of the Insurance and Bond Checklist included with transmittal of same. **Incomplete Checklist Submittal will be returned to the Contractor post haste, no questions asked.**

1.17 POWER OF ATTORNEY

- A. Attorneys in fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

1.18 CERTIFICATE OF RESPONSIBILITY

- A. Attention of all Bidders is called to the provisions of Chapter 3, Title 31, Mississippi Code of 1972, as amended, including Chapter 505, 1985 General Laws of Mississippi, requiring a Certificate of Responsibility for all Contractors contracting for public work in excess of \$50,000. Bidders shall have complied with the requirements of this law and shall state their Certificate number on the face of the envelope containing their bid and in the space provided in the Bid Form. Each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope. When multiple Contractors submit a joint venture bid in excess of \$50,000.00, a joint venture Certificate of Responsibility number, or all joint venture participants Certificate of Responsibility numbers, must be shown on the bid and on the face of the envelope containing the bid.

1.19 PROGRESS PAYMENTS

- A. Monthly progress payments will be per AIA A201 – General Conditions of the Contract for Construction.
- B. The City of Bay St. Louis will make payment in accordance with the Prompt Payment Act. At the option of the City of Bay St. Louis, payments may be made by electronic funds transfer, or check.

1.20 CONFLICT OF INTEREST

- A. The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Bay St. Louis.
- B. By signing their proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Project.

1.21 BUILDING PERMITS AND SALES TAXES

- A. Bidder shall include as part of his Bid, all applicable sales and use taxes, to include, but not be limited to, Gross Receipts Tax.
- B. Building permits **ARE** required for this project. All permits are the responsibility of the Contractor and shall include cost and time associated in the Base Bid amount.

1.22 LAWS AND REGULATIONS

- A. The Bidder's attention is directed to the fact that all applicable federal and state laws, city and county ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

1.23 PRE-BID CONFERENCE

- A. A Pre-Bid Conference may be scheduled at a later time or per Advertisement. Bidders will be notified via Addendum on a date, time, and exact meeting time.
- B. Bidders will be able to request interpretation on any aspect of Drawings, Specifications, and Bidding Documents of the Project which could result in a written Addendum.

END OF DOCUMENT

00 31 00 – AVAILABLE PROJECT INFORMATION

1.1 ADDITIONAL INVESTIGATION

- A. The Contractor should visit the site and acquaint himself with site conditions.
- B. Prior to bidding, the Contractor may make their own investigations to satisfy themselves with site and subsurface conditions.

1.2 EXISTING DRAWINGS

- A. Existing drawings are available through the Engineers office in PDF only. The drawings are NOT as built conditions however. You may request a PDF copy by email only..

END OF DOCUMENT

FOR: ADD COOLING TOWER TOWER
CENTRAL FIRE STATION #1
City Of Bay St. Louis
543 Main St.
Bay St. Louis, MS 39520

TO: City Of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520
(hereinafter called "Owner")

DATE: _____

SUBMITTED BY:

Bidder's Full Name (hereinafter called "Bidder"): _____

Address: _____

City, State, Zip: _____

OFFER

Having examined the site of the proposed work, the availability of materials and labor, and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Stephens Mechanical LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to furnish all labor, materials and supplies, to perform the Work within the time set forth herein for the prices stated below:

BASE BID LUMP SUM PRICE:

_____ DOLLARS (\$ _____).

*

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for **sixty (60)** calendar days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will substantially complete the Work within 150 consecutive days after Notice to Proceed is issued.

If the Substantial Completion date falls beyond the above date based on days, we will pay to the Owner the following amount as liquidated damages, not as a penalty, for each calendar day of delay for the Project until the actual date of Substantial Completion of the Project.

\$150 per calendar day

ADDENDA

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 Price.

Addendum No. ___ dated _____	Addendum No. ___ dated _____
Addendum No. ___ dated _____	Addendum No. ___ dated _____
Addendum No. ___ dated _____	Addendum No. ___ dated _____
Addendum No. ___ dated _____	Addendum No. ___ dated _____
Addendum No. ___ dated _____	Addendum No. ___ dated _____

BID FORM SUPPLEMENTS

The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form. Failure to complete and submit these forms with the bid proposal will cause the bid to be considered non-responsive.

Non-Resident Contractor: attach a copy of your State's current law (refer to "Instructions to Bidders" for additional information)

BID FORM CHECKLIST (INCLUDING SUPPLEMENTS)

Failure to complete this checklist and submit these forms with the bid proposal will cause the bid to be considered non-responsive. The Supplements are attached to this Bid Form and are to be considered an integral part of this Bid Form.

- I am a Resident Contractor
- I am a Non-Resident Contractor and have attached a copy of my State's current law (refer to "00 21 13 – Instructions to Bidders" for additional information)
- I have included all Allowances indicated per Division 1 Section "Allowances" in the Base Bid amount
- I understand that if we are the apparent low bidder, within 24 hours of bid opening we will provide experience requirements if requested (refer to "00 21 13 – Instructions to Bidders" for additional information)

BID FORM SIGNATURE

Bidder's Name:

By _____ (Seal – If Bid is by Corporation)
(Signature)

Name and Title: _____

Business Address: _____

Certificate of Responsibility No.: _____

00 43 13 – BID SECURITY FORM

The standard form of Bid Bond of the American Institute of Architects, A.I.A. Document A310, or surety's standard form containing substantially the same provisions, shall be used.

A draft copy of the AIA Document A310 – 2010 is attached for reference.

DRAFT AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Redacted contractor information

SURETY:
(Name, legal status and principal place of business)

Redacted surety information

OWNER:
(Name, legal status and address)

Redacted owner information

BOND AMOUNT: \$

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

Redacted project information

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

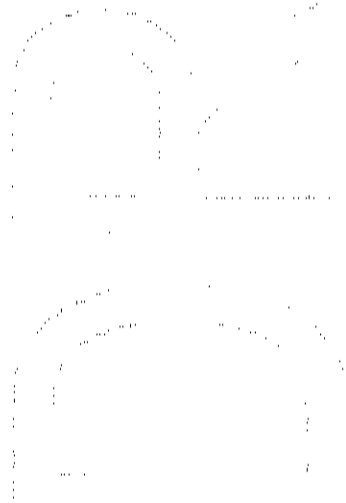
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

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

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

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



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

Signed and sealed this [] day of [], []

(Witness)

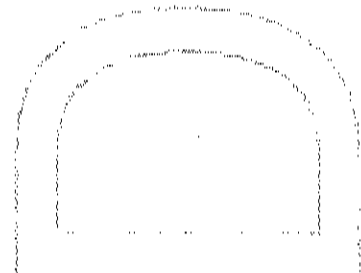
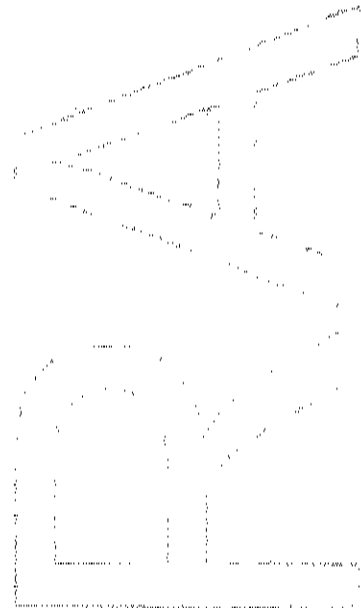
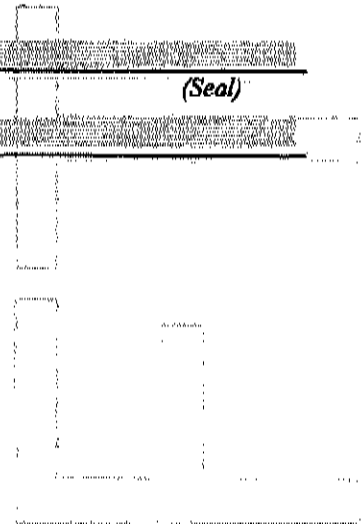
(Witness)

[]
(Contractor as Principal) (Seal)

[]
(Title)

[]
(Surety) (Seal)

[]
(Title)



00 52 13 – AGREEMENT FORM

Standard Form of Agreement Between Owner and Contractor, American Institute of Architects Document A101, 2007 Edition will be used for the Contract.

A draft copy of the AIA Document A101 – 2007 is attached for reference.

AIA[®] Document A101[®] – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

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

[] By the following date:

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

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

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

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

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

.8 Other Exhibits:

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

Init.

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

[] The Sustainability Plan:

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

[] Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

00 61 13 – PERFORMANCE AND PAYMENT BOND FORM

The Standard Performance Bond and Labor and Material Payment Bond Form of the American Institute of Architects, A.I.A. Document A312, 2010 Edition, will be used for the Contract Bond.

Amount for performance and labor and material shall each equal 100% of the Contract Sum.

A draft copy of the AIA Document A312 – 2010 is attached for reference.

DRAFT

AIA Document A312™ - 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »
« »

SURETY:
(Name, legal status and principal place of business)

« »
« »

OWNER:
(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »
Amount: \$ « »

Description:
(Name and location)

« »
« »

BOND

Date:
(Not earlier than Construction Contract Date)

« »
Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title: « »

Signature: _____
Name and Title: « »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):
« »
« »
« »
« »
« »
« »

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Signature:

Name and Title:

« »

Name and Title:

« »

Address:

« »

Address:

« »

00 62 16 – INSURANCE AND BOND CHECK LIST

Upon acceptance of bids by the Owner, a completed AIA Document A101 Standard form of Agreement between Owner and Contractor will be delivered to the successful contractor. The following insurance certificates and bonds must be completed and returned with the signed copies of the Contract, within seven days, in order to be considered for execution. This completed checklist must be attached to your company transmittal and returned with the contracts with all the check boxes completed certifying that the required insurance certificates and bonds are complete and included. Include contact information from Bonding Company completing the checklist.

- Contract Bonds in accordance with Document 00 61 13. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:

- Certificate of Commercial General Liability (CGL) policy in accordance with Article 11.1 of the General Conditions with Owner and Engineer named as additional insured under CGL. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:

- Certificate of Business Auto and Umbrella Insurance in accordance with 11.1 of the General Conditions. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:

- Certificate of Workers Compensation Insurance in accordance with Articles 11.1 of the General Conditions. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:

- Certificate of Property Insurance (Builder’s Risk Policy) in accordance with Article 11.3 of the General Conditions. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:

Contact Information of individual completing checklist:

(name)

(company)

(phone and fax number)

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The following Supplementary Conditions modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of a conflict between the General Conditions of the Contract for Construction and 00 73 00 – Supplementary Conditions, 00 73 00 Supplementary Conditions shall control even if the conflicting provision in the General Conditions of the Contract for Construction is not expressly revised or deleted by reference in 00 73 00 Supplementary Conditions.
- B. The General Conditions may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.2 SUPPLEMENTS

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS:

Delete the last sentence in Article 1.1.1 and insert the following:

The Contract Documents shall include the Instructions to Bidders, the plans, the specifications, including Divisions 1 through 16, all Addenda and modifications to the plans and/or specifications, the Agreement between Owner and Contractor, the performance and payment bonds, the notice to proceed and any executed change orders. Information and documentation pertaining to soil investigation data, laboratory investigations, soil borings and related information included herein are not part of the Contract Documents. In the event of a conflict between the provisions of Division 0 and any other section of the Contract Documents, such other sections(s) shall govern.

1.1.2 THE CONTRACT

Add the following to the end of Article 1.1.2:

Large scale drawings shall govern over small scale drawings where there are differences or conflicts between such drawings. Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

1.1.9 MISCELLANEOUS DEFINITIONS

Add the following:

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 Add the following Article 1.2.4:

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the intended results.

1.2.5 Add the following Article 1.2.5:

The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation by the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.

In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Engineer's interpretation.

Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Engineer for written interpretation, explanation, or clarification.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

Delete the phrase "they shall endeavor to" in the second line and insert the phrase "the Engineer shall" and add the following to the end of the sentence:

" , which protocols shall be the same as or similar to the Digital Data Protocol Exhibit, AIA Doc. E201-2007."

ARTICLE 2 - OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Add the following to the beginning of Article 2.2.1:

If the Project is a private project, not funded by public funds, then . . .

2.2.2 Delete Article 2.2.2 in its entirety.

2.2.3 Delete Article 2.2.3 in its entirety.

2.2.5 Delete Article 2.2.5 in its entirety and insert the following:

2.2.5 The Contractor will be furnished 1 CD with all Contract Documents included for purposes of making reproductions pursuant to Section 1.5.2.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3 Delete Article 2.3 in its entirety and insert the following:

2.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under 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 Article 6.1.3.

The rights and remedies under this Article 2.3 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 Add the following at the end of Article 3.1.1:

The relationship of Contractor to Owner shall be that of independent contractor, and nothing in the Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.5 Add the following Article 3.2.5:

The Owner is entitled to deduct from the Contractor's pay applications for amounts paid to the Engineer for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

3.4.2 Add the following to the end of Article 3.4.2:

Some Sections of the Specifications may not allow substitution of materials, products or

equipment. Where substitution is allowed the request for substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4 below and Division 1 Section "Product Requirements".

3.4.4 Add the following Article 3.4.4:

After the Contract has been executed, the Owner and the Engineer may consider a request for the substitution of products in place of those specified only under the conditions set forth in Division 1 Section "Product Requirements". of the specifications.

By making requests for substitutions, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
- .4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at its costs.

All substitutions shall be submitted within 30 days of the Notice to Proceed, as per Division 1 Section "Product Requirements".

3.4.5 Add the following Article 3.4.5:

Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by it arising out of or related to such labor conditions and acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

3.7.1 Delete Article 3.7.1 in its entirety and insert the following:

The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.

3.7.3 Delete the words "knowing it to be" from Article 3.7.3.

3.8.2.3 Add the following to the end of Article 3.8.2.3;

. . . except when installation is specified to be included as part of the allowance in the General Requirements (Division 1 of the Specifications).

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.3 Delete Article 3.10.3 in its entirety and insert the following:

Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner and Engineer.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.6 Add the following to the end of Article 3.12.6:

In reviewing Shop Drawings, Product Data, Samples and similar submittals the Engineer shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.8 Add the following to the end of Article 3.12.8:

Unless such written notice has been given, the Architect's approval of a Shop Drawing, Product Data, Sample or similar submittal shall not constitute approval of any changes not requested on the prior submittal.

3.12.9 Add the following to the end of Article 3.12.9:

The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

3.18 INDEMNIFICATION

3.18.1 Add the word "defend," before the word "indemnify" in the first line, add the words "or nonperformance" after the word "performance" in the third line and delete the phrase which begins "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)," to the end of the sentence.

ARTICLE 4 – ARCHITECT (Engineer)

4.1.1 Add the following at the end of Article 4.1.1:

The term "Architect", "Engineer" or "Design Professional" as used in the Contract Documents refers to Stephens Mechanical LLC.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.10 Delete Article 4.2.10 in its entirety.

ARTICLE 5 - SUBCONTRACTORS

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

5.2.1 Delete the phrase "Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract" from the first sentence of Article 5.2.1 and insert the following in lieu thereof:

"The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein,"

5.2.5 Add the following:

The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously identified by Contractor in accordance with Article 5.2.1 shall entitle the Owner to reject the work, materials or product furnished and require removal and replacement at no additional cost to the Owner.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Articles 6.1.1, 6.1.2, 6.1.3, 6.1.4 in their entirety and insert the following:

6.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of other contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the Work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other contractors and shall immediately notify the Engineer of lack of progress or delays by other contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or other contractors shall be deemed to be acceptance by Contractor of the status of progress by other contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other contractors or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other contractors or subcontractors.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Delete Article 6.2.3 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.3 Add the following to the end of Article 7.1.3:

Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledges that it is not entitled to a change in the Contract Sum or the Contract Time in the absence of a written change order on the basis of the course of conduct or dealings between the parties and/or the Owner's express or implied acceptance of alterations or additions to the Work and/or the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

7.2 CHANGE ORDERS

7.2.2 Add the following Article 7.2.2:

Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of 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 such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.

7.2.3 Add the following Article 7.2.3:

Adjustments to the Contract Sum by change order shall be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3 or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in Article 7.3.11, as supplemented.

7.2.4 Add the following Article 7.2.4:

In order to facilitate consideration of change order requests, all such requests, except those involving an amount less than \$500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than \$500 will not be approved without such itemization.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.8 Delete the first sentence and insert the following:

The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net cost plus reasonable allowance for overhead on net cost and profit thereon as approved by the Architect and Owner.

7.3.11 Add the following Article 7.3.11:

The allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impact, inefficiency, disruption and ripple effect to be included in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.
- .2 For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor.
- .3 For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 15 percent of the cost.
- .4 For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor.
- .5 Costs to which overhead and profit is to be applied shall be determined in accordance with Article. 7.3.7.

ARTICLE 8 - TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following to the end of the second sentence:

and that the Contractor is fully capable of properly completing the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.3 Add the following to the end of Article 8.3.3:

No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and/or suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.

8.3.4 Add the following Article 8.3.4:

All claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2 and 15.1.5, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier.

8.3.5 Add the following Article 8.3.5:

If the Contractor submits a schedule indicating or otherwise expressing an intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

9.3.1 Add the following sentence to the end of Article 9.3.1:

The form of Application for Payment will be the current edition of the AIA Document G702, Application and Certification for Payment, supported with AIA Document G703, Continuation Sheet.

9.3.1.3 Add the following Article 9.3.1.3:

In any contract awarded by the state of Mississippi or any agency, unit or department of the State of Mississippi, or by any political subdivision thereof, the amount of retainage that may be withheld is governed by Mississippi law.

In all other contracts, the Owner will retain, until the Work is one hundred percent (100%) complete, five percent (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made except that when the original Contract amount is in an amount equal to or greater than \$750,000, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Engineer and the Owner, fifty percent (50%) of the retainage may be returned to the Contractor and two and one half percent (2.5%) will be retained on all subsequent progress payments. The Owner may subsequently increase the retainage if the Contractor's manner of completion of the Work and/or its progress do not remain satisfactory to the Engineer and/or Owner or if the Surety withholds its consent to payment for other good and sufficient reasons.

9.3.2.1 Add the following Article 9.3.2.1:

Payment for materials stored at some location other than the Project site, may be approved by the Engineer and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the Contractor or one of its subcontractors or suppliers and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
- .2 Consent of Surety or other acceptable bond to cover the materials stored off-site.
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.
- .4 A Bill of Sale from the Manufacturer to the Contractor for the stored materials.
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the Project.
- .6 A review by the Engineer of the materials stored off-site prior to release of payment.
- .7 Proof of payment of stored materials verified by the supplier must be submitted to the Engineer within thirty (30) days of the Application for Payment on which payment for said materials was made. If proof of payment is not submitted within thirty (30) days, then payment for said materials will be deducted from the next application for payment and withheld until proof of payment is received.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1.7 Delete the word "repeated".

9.5.1.8 Add the following Article 9.5.1.8:

The letter from the Contractor which is required by Article 15.1.5.2 has not been received.

9.6 PROGRESS PAYMENTS

9.6.1 Delete Article 9.6.1 in its entirety and insert the following:

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the Certificate for Payment from the Architect. Payment shall not be considered late until thirty (30) days after Owner's receipt of the approved Certificate for Payment from the Architect.

9.6.1.1 Contractor's Applications for Payment shall be submitted on or before the 25th day of each month, or as agreed upon by the Owner and Contractor. Any application not submitted on or before this date may not be processed or approved until the following month.

9.6.7 Delete the word "Unless" from the first sentence and insert the phrase "Whether or not."

Add the following to the end of Article 9.6.7:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor for the Subcontractor's Work.

9.7 FAILURE OF PAYMENT

9.7 In the first sentence, delete the words "or awarded by binding dispute resolution".

9.8 SUBSTANTIAL COMPLETION

9.8.1 Delete Article 9.8.1 in its entirety and insert the following:

Substantial completion for purposes of this Contract occurs only upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Engineer all close-out documents required by the Contract Documents in a form satisfactory to the Engineer and the Owner, (b) the Contractor furnishes the manufacturers' certifications and/or warranties required by the Contract Documents; (c) the Contractor furnishes the Guarantee of Work set forth hereinbelow; and (d) the Architect certifies that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.

The Guarantee of Work shall be submitted as a separate document signed by Contractor and Contractor's Surety and shall state the following:

Contractor and Contractor's Surety hereby guarantee that all Work performed on the Project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of final completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor or its Surety will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

9.8.2.1 Add the following Article 9.8.2.1:

The Contractor shall be responsible for the costs of inspections made by the Engineer including any and all other related expenses incurred by the Architect for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:

1. Specified date of Substantial Completion; or
2. Actual date of Substantial Completion.

The costs of the Engineer's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Engineer for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.

9.8.4 Delete the last sentence of Article 9.8.4 and insert the following:

Warranties required by the Contract Documents shall commence on the date of final acceptance/ completion unless otherwise provided in the Contract Documents.

9.8.5 Add the following to the end of Article 9.8.5:

Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgment of the Engineer that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor or Surety, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.

9.8.6 Add the following Article 9.8.6:

The costs of inspections requested by Contractor and made by Engineer which are not required by Articles 4, 9.8 or 9.10 or 12 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of the Contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's receipt of the Engineer's statement for its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.

9.8.7 Add the following Article 9.8.7:

Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in 00 73 00 – Supplementary Conditions, Article 9.8.1 and upon application by the Contractor, the Owner will pay to the Contractor all retainage held by the Owner less an amount equal to the greater of (a) two percent (2%) of the Contract Sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor in accordance with the Engineer's determination. Final payment, including all retainage, shall be made at the time and in the manner provided for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in 00 73 00 – Supplementary Conditions, Article 9.8.5.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1.2 Add the following Article 9.9.1.2:

The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

9.11 LIQUIDATED DAMAGES

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

The amount established per day for liquidated damages is indicated on the Bid Form.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following to the end of Article 10.1:

The Engineer shall not administer the Contractor's performance of its duties and responsibilities under Article 10 (including Articles 10.1 through 10.6) because the initiation, maintenance and supervision of safety precautions and programs is the sole responsibility of the Contractor as means, methods, techniques, sequences and procedures of construction and, therefore, is not part of the Contractor's scope of Work which is to be administered by the

Engineer.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Delete Article 11.1.1 in its entirety (and all subparagraphs 11.1.1.1 thru 11.1.1.8) and insert the following:

COMMERCIAL, GENERAL, AND UMBRELLA LIABILITY INSURANCE: Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than shown on the table below. If such CGL Insurance contains a General Aggregate limit, it shall apply separately to the Project or insurance shall include premises and operations and products-completed operations aggregates of at least two times each occurrence limit.

Up to \$3,000,000.00 job requires at least \$2,000,000.00 per occurrence
\$3,000,001.00 job to \$5,000,000.00 job requires at least \$3,000,000.00 per occurrence
\$5,000,001.00 job to \$10,000,000.00 job requires at least \$4,000,000.00 per occurrence
\$10,000,001.00 job to \$15,000,000.00 job requires at least \$5,000,000.00 per occurrence
\$15,000,001.00 job to \$20,000,000.00 job requires at least \$6,000,000.00 per occurrence
Any project over \$20,000,000.00 requires at least \$10,000,000.00 per occurrence

CGL Insurance shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations and personal injury and advertising injury and contractual liability coverage.

11.1.2 Delete Article 11.1.2 in its entirety and insert the following:

Owner and Engineer shall be included as an additional insured under CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any, shall apply as primary insurance with respect to any other insurance programs afforded to, or maintained by Owner and Engineer. Owner and Engineer shall be included as additional insured and the additional insured endorsement should grant them additional insured status for completed operations up to three (3) years following substantial completion of the work.

11.1.3 Delete Article 11.1.2 in its entirety and insert the following:

There shall be no endorsement or modification of CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

11.1.4 Delete Article 11.1.4 in its entirety and insert the following:

Waiver of Subrogation. Contractor waives all rights against Owner and Engineer and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or Commercial Umbrella Liability Insurance maintained pursuant to Paragraph 11.1 of this agreement.

11.1.5 Add the following Article 11.1.5:

Continuing CGL Coverage. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Liability Insurance, with a limit of not less than that required by table in Article 11.1.1 for at least 3 years following substantial completion of the Work.

11.1.5.1 Add the following Article 11.1.5.1:

Continuing CGL Insurance shall be written on ISO occurrence forms or a substitute form providing equivalent coverage and shall, at minimum, cover liability arising from products-completed and liability assumed under an insured contract.

11.1.5.2 Add the following Article 11.1.5.2:

Continuing CGL Insurance shall have products-completed operations aggregate as required under Article 11.1.1.

11.1.5.3 Add the following Article 11.1.5.3:

Continuing Commercial Umbrella Coverage, if any, shall include liability coverage for damage caused by the insured's completed Work equivalent to that provided under ISO form CG 00 01.

11.1.5.4 Add the following Article 11.1.5.4:

Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner the copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.6 Add the following Article 11.1.6:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S LIABILITY INSURANCE

11.2 Delete Article 11.2 in its entirety and insert the following:

The Contractor will pay for and maintain such insurance as will protect the Owner and Architect from their contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and Architect and will be the same limits set forth in Article 11.1.2.

11.3 PROPERTY INSURANCE

11.3.1 Delete Section 11.3.1 in its entirety and replace with the following:

- a. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on an **"Installation Floater Insurance Coverage"** 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 on such items until permanently installed, at which time the Owner will fully cover the Work in place under their existing insurance coverage.

11.3.1.1 Delete Section 11.3.1.1 in its entirety and replace with the following:

- b. The "Installation Floater" or equivalent policy form shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief,

collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. For these purposes the Engineers compensation shall be calculated at 7% of the Cost of Construction.

11.3.1.2 Delete Article 11.3.1.2 in its entirety and insert the following:

If the Contractor fails to purchase and maintain such insurance and the Owner is damaged by such failure, then the Contractor shall be liable to the Owner for all such damages incurred by the Owner.

11.3.1.3 Delete Article 11.3.1.3 in its entirety and insert the following:

If the property insurance requires minimum deductibles, the Contractor shall pay the deductible and all other costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

11.3.2 Delete Article 11.3.2 in its entirety.

11.3.3 Delete Article 11.3.3 in its entirety.

11.3.4 Delete Article 11.3.4 in its entirety.

11.3.5 Delete Article 11.3.5 in its entirety.

11.3.6 Delete Article 11.3.6 in its entirety.

11.3.10 Delete Article 11.3.10 in its entirety and insert the following:

The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) business days after occurrence of loss.

11.3.11 Add the following Article 11.3.11:

In addition to the above, the Contractor shall obtain in the Owner's and Engineer's names, and maintain during the same time period, Public Protective Liability Insurance and Property Damage Insurance in the amount of not less than \$1,000,000 combined single limit, which policies shall cover the operations of the Contractor, and those of his subcontractors to protect the Owner and Engineer from loss. This protection is not to be considered as a separate policy by the Contractor, but shall be a rider to the Contractor's coverage.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 Add the following to the end of Article 12.2.2.1:

Prior to the end of the one-year period, the Engineer may schedule a warranty inspection which shall be attended by the Engineer, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall

be repaired and/or replaced.

12.2.2.1.1 Add the following Article 12.2.2.1.1:

Within the one-year period provided for in the Guarantee of Work required by Article 9.8.1, if repairs or replacement are requested by Owner in connection with the Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guarantee. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.4 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.6 INTEREST

13.6 Delete Article 13.6 in its entirety and insert the following:

Payments due and unpaid under the Contract Documents shall bear interest as provided by applicable Mississippi law.

13.7 Delete the phrase "in accordance with the requirements of the final dispute resolution method selected within the Agreement."

13.8 ATTORNEYS' FEES AND EXPENSES

Add the following Article 13.8 to private projects not funded in whole or in part by public monies.

The prevailing party in any dispute between the parties arising out of or related to this Agreement or the breach thereof, shall be entitled to reasonable attorneys' and expert witness(es) fees and expenses incurred in pursuing or defending any claim.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Delete Article 14.1.1.4 in its entirety.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1.1 Delete the word "repeatedly" from Article 14.2.1.1.

14.2.1.3 Delete the word "repeatedly" from Article 14.2.1.3.

14.2.1.5 Add the following Articles 14.2.1.5 and 14.2.1.6:

.5 fails to achieve Substantial Completion of the Project as described in 00 73 00, Article 9.8.5, within the time stated therein;

.6 fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any

deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.

14.2.2 Delete the word "certification" in the first sentence and insert the word "advice" and delete the phrase "Initial Decision Maker" and insert the word "Architect".

14.2.4 Delete the phrase "Initial Decision Maker" and insert the word "Engineer".

14.2.5 Add the following Article 14.2.5:

If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Delete from the last line of Article 14.4.3 the phrase "along with reasonable overhead and profit on the Work not executed" and add after the end of that sentence: "The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed."

ARTICLE 15 - CLAIMS AND DISPUTES

15.1.5 CLAIMS FOR ADDITIONAL TIME

15.1.5.2 Add the following to the end of Article 15.1.5.2:

The Contractor must submit each month with his Application for Payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. Payment is not due on the Application for Payment until the letter is received. Complete justification, including weather reports, daily reports, correspondence and any other supporting data must be provided for each day for which a request for time extension is made. A letter or statement that the Contractor was delayed is not as adequate justification. The receipt of this request and data by the Engineer will not be considered as Owner or Engineer approval of a time extension in any way.

15.1.5.3 Add the following Article 15.1.5.3:

Claims for increase in the Contract Time shall set forth in detail the facts and circumstances which support such Claim, including but not limited to, the cause of such delay, the date such delay began to affect the critical path, the date such delay ceased to affect the critical path and the number of days of additional time requested. The Contractor shall not be entitled to an increase in the Contract Time for delays which did not affect the critical path or to the extent there were concurrent non-excusable delays. The Contractor may be requested to provide additional documentation to substantiate its Claim, including but not limited to, schedules that indicate all activities affected by such delay.

15.2 INITIAL DECISION

15.2.4 Add "within thirty (30) days" to the end of Article 15.2.4.

15.3 MEDIATION

15.3.1 Delete the phrase "shall be subject to mediation as a condition precedent to binding dispute resolution" and insert the phrase "may be subject to mediation upon mutual agreement of the

Owner and Contractor”.

15.3.2 Delete the word “shall” in the first sentence wherever it appears and insert the word “may”.

15.4 ARBITRATION

15.4.1 Delete the word “parties” in the first sentence and insert the word “Owner” and delete the phrase “unless the parties mutually agree” in the first sentence and insert the phrase “unless the Owner chooses”.

15.4.4 CONSOLIDATION OR JOINDER

15.4.4 Delete Article 15.4.4 in its entirety and insert the following:

15.4.4.1 The Owner, at its sole discretion, may consolidate any arbitration, if any, conducted under this Agreement with any other arbitration to which it is a party where the Owner determines that the arbitrations to be consolidated substantially involve common questions of law or fact and the Owner, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration.

END OF DOCUMENT



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Pearl River Community College Library HVAC Renovations
Pearl River Community College, Poplarville, Mississippi

THE OWNER:

(Name, legal status and address)

Pearl River Community College
101 Highway 11 N., Poplarville, MS 39470

THE ARCHITECT:

(Name, legal status and address)

Stephens Mechanical LLC
925 Tommy Munro Dr., Ste B
Biloxi, MS 39532

TABLE OF ARTICLES

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

ADDITIONS AND DELETIONS:

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INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10.3

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3, 7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.5

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, 15.4

ARCHITECT

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

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Building Permit

3.7.1

Capitalization

4.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1-7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Int.

Contractor, Definition of
 3.1, 6.1.2
Contractor's Construction Schedules
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,
 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
 11.1
**Contractor's Relationship with Separate Contractors
 and Owner's Forces**
 3.12.5, 3.14.2, 4.2.4, 6.1.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
 1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2,
 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
 1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2,
 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
**Contractor's Responsibility for Those Performing the
 Work**
 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
 3.2
Contractor's Right to Stop the Work
 9.7
Contractor's Right to Terminate the Contract
 14.1, 15.1.6
Contractor's Submittals
 3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
 3.9, 10.2.6
**Contractor's Supervision and Construction
 Procedures**
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
 11.1.1.8, 11.2
Coordination and Correlation
 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
 1.5, 2.2.5, 3.11
Copyrights
 1.5, 3.17
Correction of Work
 2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
 1.2
Cost, Definition of
 7.3.7
Costs
 2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
 3.14, 6.2.5
**Damage to Construction of Owner or Separate
 Contractors**
 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3,
 12.2.4
Damage to the Work
 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
 6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
 8.1.2
Date of Substantial Completion, Definition of
 8.1.3
Day, Definition of
 8.1.4
Decisions of the Architect
 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3,
 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1,
 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
 9.4.1, 9.5, 9.7, 14.1.1.3
**Defective or Nonconforming Work, Acceptance,
 Rejection and Correction of**
 2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2,
 9.9.3, 9.10.4, 12.2.1
Definitions
 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1,
 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
 3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
 6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
 3.11
Drawings, Definition of
 1.1.5
Drawings and Specifications, Use and Ownership of
 3.11
Effective Date of Insurance
 8.2.2, 11.1.2
Emergencies
 10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

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(3B9ADA33)

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
Governing Law
 13.1
Guarantees (See Warranty)
Hazardous Materials
 10.2.4, 10.3
Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
 15.2
Initial Decision Maker, Definition of
 1.1.8
Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
Injury or Damage to Person or Property
 10.2.8, 10.4
Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
 1.1.1
Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
 1.1.7
Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery

11.3.2
Insurance, Contractor's Liability
 11.1
Insurance, Effective Date of
 8.2.2, 11.1.2
Insurance, Loss of Use
 11.3.3
Insurance, Owner's Liability
 11.2
Insurance, Property
 10.2.5, 11.3
Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
 11
Insurance Companies, Consent to Partial Occupancy
 9.9.1
Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
 13.6
Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
 8.3.1
Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
 14, 15.2.8, 15.4
Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
Limitations of Liability
 2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
 11.3.3
Material Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
 10.2.4, 10.3
Materials, Labor, Equipment and

init.

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 15.2.8

Mediation

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1

Minor Changes in the Work

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Notice

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1

Notice of Claims

3.7.4, 10.2.8, 15.1.2, 15.4

Notice of Testing and Inspections

13.5.1, 13.5.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Information and Services Required of the

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,

7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.4, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.3

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9, 11.3.1.5

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.7.4, 9.6.7, 9.10.3, 11.4

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.7.4, 9.6.7, 9.10.3, 11.4

Permits, Fees, Notices and Compliance with Laws

2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

Init.

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(3B9ADA33)

PERSONS AND PROPERTY, PROTECTION OF
10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.1.1, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.3

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.3, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3.7

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Substantial Completion, Definition of

9.8.1

Init.

Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 4.1.3
 Substitutions of Materials
 3.4.2, 3.5, 7.3.8
 Sub-subcontractor, Definition of
 5.1.2
 Subsurface Conditions
 3.7.4
 Successors and Assigns
 13.2
 Superintendent
 3.9, 10.2.6
 Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
 Surety
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
 Surety, Consent of
 9.10.2, 9.10.3
 Surveys
 2.2.3
 Suspension by the Owner for Convenience
 14.3
 Suspension of the Work
 5.4.2, 14.3
 Suspension or Termination of the Contract
 5.4.1.1-14
 Taxes
 3.6, 3.8.2.1, 7.3.7.4
 Termination by the Contractor
 14.1, 15.1.6
 Termination by the Owner for Cause
 5.4.1.1-14.2, 15.1.6
 Termination by the Owner for Convenience
 14.4
 Termination of the Architect
 4.1.3
 Termination of the Contractor
 14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
 14
 Tests and Inspections
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,
 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5
TIME
 8
 Time Delays and Extensions of
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
 Time Limits
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,
 13.7, 14, 15.1.2, 15.4
 Time Limits on Claims
 3.7.4, 10.2.8, 13.7, 15.1.2
 Title to Work
 9.3.2, 9.3.3
 Transmission of Data in Digital Form
 1.6
UNCOVERING AND CORRECTION OF WORK
 12
 Uncovering of Work
 12.1
 Unforeseen Conditions, Concealed or Unknown
 3.7.4, 8.3.1, 10.3
 Unit Prices
 7.3.3.2, 7.3.4
 Use of Documents
 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
 Use of Site
 3.13, 6.1.1, 6.2.1
 Values, Schedule of
 9.2, 9.3.1
 Waiver of Claims by the Architect
 13.4.2
 Waiver of Claims by the Contractor
 9.10.5, 13.4.2, 15.1.6
 Waiver of Claims by the Owner
 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
 Waiver of Consequential Damages
 14.2.4, 15.1.6
 Waiver of Liens
 9.10.2, 9.10.4
 Waivers of Subrogation
 6.1.1, 11.3.7
 Warranty
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
 Weather Delays
 15.1.5.2
 Work, Definition of
 1.1.3
 Written Consent
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,
 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
 Written Interpretations
 4.2.11, 4.2.12
 Written Notice
 2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14,
 15.4.1
 Written Orders
 1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
 15.1.2

Init.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

Init.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

Init.

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

Init.

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the 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, except as provided in Section 3.3.1.

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

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

Init.

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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

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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

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will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.2 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.

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

- 1 damages incurred by the Owner for rental 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

§ 15.2.8 If a Claim relates to or is the subject of 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 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

Additions and Deletions Report for AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Pearl River Community College Library HVAC Renovations Pearl River Community College, Poplarville, Mississippi

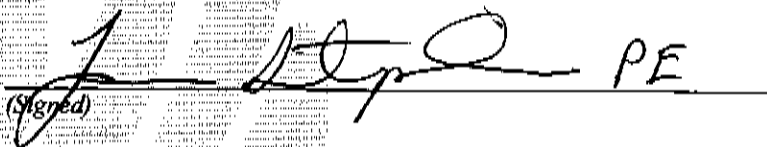
Pearl River Community College 101 Highway 11 N., Poplarville, MS 39470

Stephens Mechanical LLC 925 Tommy Munro Dr., Ste B Biloxi, MS 39532

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lawrence Stephens, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:09:40 on 09/29/2015 under Order No. 1382999463 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed) PE

President Stephens Mechanical LLC
(Title)

Sept 21, 2015
(Dated)

SECTION 01 11 00 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT IDENTIFICATION

The project, **ADD COOLING TOWER – CENTRAL FIRE STATION** located at 543 Main St., Bay St. Louis, MS - 39520, as shown on the Contract Documents.

1.2 PROJECT DESCRIPTION

- A. Add closed loop fluid cooler at the fire station to supplant the existing ground source heat pump loop. including but not limited to the following:
 - 1. Install concrete support, pad, piles to support cooling tower. Prepare the work zone with good compacted backfill. Install the tower on structural steel, with redirected loop piping from the building to the tower. Add a small exterior suitable boiler with interconnecting piping to the loop at the tower, extend gas piping, water piping, and sanitary waste to the tower. Add controls to control the tower and boiler to maintain the loop at approximately 85F. Add chemical treatment system with 1 year of service for the tower in an enclosure. Add power as required to support the tower system. Perform test and balance of all appurtances.
- B. All accessories or incidental items not specifically shown and detailed in the specifications herein, which are necessary and/or required to complete the work within the intent of the specifications, shall be included by the Contractor without additional cost to the Owner.

1.3 REVIEW OF CONTRACT DOCUMENTS

- A. The Contractor represents that he has thoroughly reviewed the drawings, specifications, and contract documents and that they are suitable for submitting a valid bid.
- B. Contractor shall submit a written description of all deficiencies and ambiguities in the contract documents to the Owner within 30 days of signing the Agreement. Change orders for design deficiencies or ambiguities not included in Contractor's description will not be allowed.

1.4 GENERAL INFORMATION

- A. All work shall be performed in a professional manner and workmanlike manner.
- B. Submittals: Submittals shall be submitted in accordance with Division 1 Section – Submittal Procedures.
- C. Scheduling: The contractor shall prepare a construction schedule using an industry recognized electronic scheduling program showing each construction activity, based on the project specifications, prior to starting work and will be required to follow the

requirements as outlined in Division 1 Sections. Schedule shall factor in allowances for inclement weather as described elsewhere in this section.

- D. The Contractor will be expected to cooperate with the Owner and his representative in pursuing work continuously and with the highest degree of efficiency possible.
- E. The Contractor will be required to finish the job and leave the site in a condition similar to starting project.
- F. Storm Damage: Should warnings of winds of gale force or stronger be issued, the Contractor shall take every practical precaution to minimize danger to persons and damage to property. These precautions shall be coordinated through the Owner's Representative and shall include closing all openings; removing all loose materials, tools, and equipment from exposed locations; as well as removing or securing scaffolding and other temporary work.
- G. Interruption of Utility Service: Interruptions to utility services shall be minimized. Necessary outages shall be coordinated with the Owner a minimum of 10 days in advance of the planned outage.

1.5 WORKING CONDITIONS

- A. The Contractor shall take all necessary and prudent safety precautions to ensure the safety of the workforce and other exposed personnel.
- B. Building Occupancy: the buildings involved in this project **WILL** be occupied during the performance of this work. Workmen shall be limited to the use of only those areas necessary to perform the work. Coordinate use of the facilities during occupancy with the Owner and Engineer.
 - 1. Coordinate temporary partitions and required egress with Owner and Division 1 Section "Temporary Facilities and Controls".
- C. Maintenance of Traffic Flow: Work performed under this contract shall be planned to minimize disruption to normal traffic flow. Partial or complete interruption to normal traffic flow shall be approved by the Owner. Barricades shall be utilized where necessary to properly route vehicular or pedestrian traffic.
- D. Hazardous Electrical Exposure: The work to be performed under this contract involves potential exposure to high voltage electrical circuits which require extreme care in handling and a high level of personnel expertise. Only well qualified workmen shall be assigned to the tasks and all safety precautions will be taken to prevent accidents to personnel and equipment.

1.6 CONTRACTORS USE OF SITE AND PREMISES

- A. General:
 - 1. Do not unreasonably encumber site with materials or equipment.
 - 2. Do not load structure with weight that will endanger structure.

3. Assume full responsibility for protection and safe-keeping of products stored on premises.
 - a. Move any stored products which interfere with operations of other Contractors.
 - b. Obtain and pay for, use of additional storage or work areas needed for operations.
 - c. Refer to Division 1 Section "Temporary Facilities and Controls" for additional information.

B. Contractor's Duties:

1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of work.
2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
 - a. Building permit fee and all other Permits and Government Fees that may be applicable.
 - b. Licenses
4. Give required notices.
5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
6. Promptly submit written notice to Engineer of observed variance of Contract Documents from legal requirements. It is not the contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.
7. Enforce strict discipline and good order among employees. Do not employ on work, unfit persons or persons not skilled in assigned task.

C. Confine operations at site to areas permitted by:

1. Law

2. Ordinances

3. Permits

4. Contract Documents

D. Vehicular Requirements:

1. The Contractor is responsible for employees under his employment. Ensure that employees are familiar with and obey traffic, safety, and security regulations.

2. Motor Vehicle Operation - Ingress and egress of personnel will be subject to the security regulations of the Project Site.

a. All personnel must be made aware of the speed limits.

b. Parking is in designed areas only.

E. No Smoking (Tobacco) Policy:

1. Smoking and other tobacco products are prohibited within and outside of all buildings. This applies to **ALL** buildings under construction.

F. Music: no audible music will be allowed at any area of the campus at any time.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 21 00 – ALLOWANCES

PART 1 – GENERAL

1.1 SUMMARY

A. This Section sets forth the following allowances included in the Contract:

1. There are no Allowances for this project.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01 23 00 – ALTERNATES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.
- B. Coordinate related work and modify surrounding work as required to complete the project under Alternate designated in the Contract.

1.2 DEFINITIONS

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

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. None used.

END OF SECTION

SECTION 01 26 00 – CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. See Division 1 Section "Allowances" for procedural requirements for handling and processing allowances.

1.2 MINOR CHANGES IN THE WORK

- A. Engineer will authorize Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on a standardized form.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 or Engineer's Work Change Proposal Request" form for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

1.5 On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DRAFT AIA Document G709™ - 2001

Work Changes Proposal Request

PROJECT (Name and address):

PROPOSAL REQUEST NUMBER:

DATE OF ISSUANCE:

OWNER (Name and address):

CONTRACT FOR:

CONTRACT DATE:

FROM ARCHITECT (Name and address):

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR (Name and address):

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within () days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

ATTACHMENTS (List attached documents that support description):

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)

DRAFT AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address):

CHANGE ORDER NUMBER: 001

DATE:

TO CONTRACTOR (Name and address):

ARCHITECT'S PROJECT NUMBER:

CONTRACT DATE:

CONTRACT FOR: General Construction

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

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

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

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

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

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User Notes:

(4008431612)

DRAFT AIA Document G714™ - 2007

Construction Change Directive

PROJECT: *(Name and address)*

DIRECTIVE NUMBER: 001

DATE:

CONTRACT FOR: General Construction

TO CONTRACTOR: *(Name and address)*

CONTRACT DATED:

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum decrease of \$0.00
- Unit Price of \$ per
- As provided in Section 7.3.3 of AIA Document A201-2007
- As follows:

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

ADDRESS

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

SECTION 01 29 00 – PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values in the format of **AIA Document G703**.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of **five** percent of Contract Sum.
 - a. For each line item which has installed value of more than **\$5,000**, break down costs to list major products or operations under each item, rounding figures to nearest dollar.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements. See "Checklist" paragraph at end of Section.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use **AIA Document G702 and AIA Document G703** as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit **three** signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt **within 24 hours**. One copy shall include waivers of lien and similar attachments.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

1.4 CHECKLISTS

- A. A checklist is attached with requirements for each phase of the Work. Submit with all applicable application – failure to submit checklist will delay processing. Checklists are to be used as a guide only – other items may be required during Construction.
- B. Attached checklists include the following:
 1. “Contractors First Payment Application Checklist”
 - a. This checklist includes the forms and submittals that must precede or coincide with submittal of first Application for Payment.
 2. “Contractors Payment Application Checklist”
 - a. This checklist includes the forms and submittals that must be included with every Application for Payment.
 - b. At Substantial Completion, include additional documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 3. “Contractors Final Payment Application Checklist”
 - a. This checklist includes the forms, releases, and submittals that must be included with the Final Application for Payment. Final payment will not be processed until all items are completed on list.

END OF SECTION

DRAFT AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	
		CONTRACT FOR: General Construction	
		CONTRACT DATE:	
		PROJECT NOS: / /	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	
6. TOTAL EARNED LESS RETAINAGE	\$	
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	
(Line 3 less Line 6)		

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before
 me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SECTION 01 29 00.30
FIRST PAYMENT CHECKLIST

CONTRACTORS FIRST PAYMENT APPLICATION CHECK LIST

- Payment application (AIA documents G702 & G703 3 originals notarized)
- AIA document G706 attached (3 originals notarized)
- AIA document G706a attached (3 originals notarized)
- List of subcontractors
- Contractors construction schedule
- Submittal schedule
- List of contractors staff assignments
- List of contractors principal consultants
- Copies of building permits
- Copies of authorizations and licenses from authorities having jurisdiction for performance of the work
- Initial progress report
- Report of preconstruction conference
- Time extension letter with the proper back up on contractors letterhead, negative report required
- Other _____

SECTION 01 29 00.50
FINAL PAYMENT

CONTRACTORS FINAL PAYMENT APPLICATION CHECK LIST

- Payment application (AIA documents G702 & G703 3 originals notarized)
- Contractors guarantee of work/warranty (on GC's letterhead)
- AIA document G706 attached (3 originals notarized)
- AIA document G706a attached (3 originals notarized)
- AIA document G707 with attached power of attorney (3 originals notarized)
- Operation and Maintenance Manuals (hardcopy and CD/DVD copy)
- As-builts (record drawings)
- Certificate of occupancy
- Training certificate/DVD if applicable
- All above documents to be scanned on placed on CD/DVD
- Letter certifying all punch lists items are completed
- Other _____

SECTION 01 31 13 – PROJECT COORDINATION

PART 1 – GENERAL

1.1 SUMMARY

- A. To set forth procedures, conditions and responsibility for coordination of the total project and for cutting and patching.
- B. Project Coordinator: The Contractor shall designate one individual as Project Coordinator as indicated in the General Conditions of this Contract. He shall competently perform his duties.
- C. Superintendent: The Contractor shall designate one individual as Superintendent as indicated in the General Conditions of this Contract for the duration of the Project. He shall competently perform his duties.
 - 1. No superintendent may be removed from the Project without written authorization from the Owner.

1.2 DUTIES

- A. General:
 - 1. Coordination: Coordinate the work of all Subcontractors and material suppliers.
 - 2. Supervision: Supervise the activities of every phase of work taking place on the project.
 - 3. Communication: Establish lines of authority and communication at the job site.
 - 4. Location: The Project Coordinator must be present on the job all of the time.
 - 5. Permits: Assist in obtaining building and special permits required for construction.
- B. Interpretations of Contract Documents:
 - 1. Consultation: Consult with Engineers and Owner's Representative to obtain interpretations.
 - 2. Assistance: Assist in resolution of any questions.
 - 3. Transmission: Transmit written interpretations to concerned parties.
- C. Cessation of Work: Stop all work not in accordance with the requirements of the Contract Documents.
- D. Division One: Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:

1. Cutting and Patching: Supervise and control all cutting and patching of other trades' work.
 2. Project Meetings: Schedule and preside at all project meetings.
 3. Construction Schedules: Assist in preparation of all construction schedules. Supervise work to monitor compliance with schedules. Review schedule with Owner's Representative on a monthly basis.
 4. Shop Drawings, Product Data and Samples: Submit copies of all submittals required by the Project Manual in accordance with Division 1 Section "Submittal Procedures".
 5. Schedule of Values: Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
 6. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities provided under individual portion of Work.
 7. Substitutions and Product Options: Administer the processing of contract substitutions.
 8. Project Closeout: Participate in final inspections and prepare all closeout documents.
 9. Cleaning: Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose of their debris.
 10. Project Record Documents: Maintain up-to-date project record documents.
 11. Enforce all safety requirements.
- E. Changes: Recommend and assist in the preparation of requests to the Engineer r any changes in the Contract.
- F. Application for Payment: Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.3 SUBCONTRACTOR'S DUTIES

- A. The Subcontractor is responsible to coordinate and supervise his employees in the work accomplished under his part of the Contract.
- B. Schedules: Conduct work to assure compliance with construction schedules.
- C. Suppliers: Transmit all instructions to his material suppliers.
- D. Cooperation: Cooperate with Project Coordinator and other Subcontractors.

1.4 CUTTING AND PATCHING

- A. The following conditions are in addition to and enforce those listed in the General Conditions.
- B. Avoid unnecessary cutting and patching by careful coordination of the work.
- C. Execute necessary cutting, fitting, or patching of work where required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to Contract requirements.
- D. In addition to Contract requirements, upon Engineer's written instructions:
 - 1. Uncover work for observation of covered work.
 - 2. Remove samples of installed materials for testing.
- E. Do not endanger any work by cutting or altering.
- F. Do not cut or alter work of another Contractor without permission.
- G. Payment for Costs: Costs caused by ill-timed or defective work or work not conforming to Contract Documents will be borne by party responsible for ill-timed, rejected or non-conforming work.

PART 2 – PRODUCTS

2.1 MATERIALS FOR CUTTING AND PATCHING

- A. Materials for replacement of work removed: Comply with specifications for type of work to be done. Match existing materials when patching existing surfaces.

PART 3 – EXECUTION

3.1 CUTTING AND PATCHING

- A. General:
 - 1. Inspection: Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.
 - 2. Preparation Prior to Cutting: Provide shoring, bracing and support as required to maintain structural integrity of project. Provide protection for other portions

of project and protection from the elements.

a. Performance:

- (1) Execute cutting methods, which prevent damage to other work and will provide surfaces to receive installation of repairs and new work.
- (2) Execute excavating and backfilling by methods, which prevent damage to other, work and prevent settlement.
- (3) Restore work, which has been cut or removed; install new products to provide complete work in accordance with requirements of the Contract Documents.
- (4) Refinish entire surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies entirely.
- (5) Perform all patching in the existing buildings to match and blend with the existing finishes to avoid any conspicuous evidence of the operation.

END OF SECTION

SECTION 01 31 19 – PROJECT MEETINGS

PART 1 – GENERAL

1.1 SUMMARY

A. Pre-Construction Meeting: A Pre-Construction Meeting will be held within seven (7) days after date of "Notice to Proceed."

1. Attendance:

- a. Owner and Owner's Representative
- b. Engineer
- c. General Contractor

2. Minimum Agenda:

- a. Procedures for submittals and other information
- b. Distribution and discussion of construction schedule
- c. Designation of responsible personnel
- d. Procedures for maintaining record documents
- e. Use of premises, including storage areas
- f. Owner's requirements
- g. Security procedures
- h. Housekeeping procedures

B. Progress Meetings

1. A minimum of one regularly scheduled meeting per month will be held at the Project Site (OAC Meeting).

- a. Once construction on-site commences, smaller meetings may be held every week to ensure issues are resolved expeditiously.

2. Other Meetings will be held as progress of work dictates.

3. Attendance:

- a. Owner
- b. Engineer

- c. General Contractor
 - d. Subcontractors
4. Minimum Agenda (**agenda to be sent to Engineer 3 days prior to meeting**):
- a. Review work progress since last meeting
 - b. Note field observations, problems and decisions
 - c. Identify problems which impede planned progress
 - d. Review off-site fabrication problems
 - e. Review and establishment of any permitted delays for proceeding month
 - f. Revise construction schedule as indicated (and review recovery schedule if required)
 - g. Plan progress during the next work period
 - h. Review proposed changes
 - i. Complete other current business
- C. **Contractor** will record the meeting minutes at each Progress Meeting and distributed to all parties within 3 business days.
- 1. Pay application will not be processed without meeting minutes from the monthly meeting.

PART 2 – PRODUCTS

Not used

PART 3 – EXECUTION

Not used

END OF SECTION

SECTION 01 32 53 – REQUESTS FOR INTERPRETATION

PART 1 – GENERAL

1.1 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Format: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow **two (2)** working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within **2** days of receipt of the RFI response.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within **two (2)** days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log **every two (2) weeks**. Form to include the following information:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes requirements for the construction schedules, submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
 - 1. Contractor to submit all submittals required by the individual Specification Sections as well as other submittals that are pertinent to the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section “Payment Procedures”

1.2 SUBMITTALS – GENERAL

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Engineer and additional time for handling and reviewing submittals required by those corrections.
 - 1. The Engineer shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Engineer’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.
 - 2. Indicate on submittal schedule what phase of construction the particular material or assembly is required in.
- B. In accordance with the approved submittal schedule, the Engineer shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Schedule shall be updated monthly.

1.3 CONSTRUCTION SCHEDULES

- A. Provide projected construction schedules for entire work and revise periodically. The following is a minimum requirement and other type schedules are acceptable with Engineer's approval.
- B. Form of Schedules: Prepare in form of horizontal bar chart.
 - 1. Provide separate horizontal bar column for each trade or operation.
 - 2. Order: Table of Contents of Specifications.
 - 3. Identify each column by major specification section number.
 - 4. Horizontal Time Scale: Identify first work day of each week.
 - 5. Scale and Spacing: To allow space for updating.
- C. Contents of Schedules
 - 1. Provide complete sequence of construction by activity.
 - 2. Indicate dates for beginning and completion of each stage of construction.
 - 3. Show projected percentage of completion for each item of work as of first day of each month.
- D. Updating
 - 1. Show all changes occurring since previous submission of updated schedule.
 - 2. Indicate progress of each activity and completion dates.
- E. Submittals
 - 1. Submit initial schedules to the Architect within fifteen (15) days after date of Notice to Proceed.
 - 2. Submit to Architect, periodically updated schedules accurately depicting progress to first day of each month.
 - 3. Submit two (2) copies, one to be retained by the Engineer and the other forwarded to the Owner.

1.4 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. General Submittal Procedure Requirements:
 - 1. Submit electronic submittals as PDF electronic files directly to the Architect by electronic mail.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

- B. Submit to Engineer, shop drawings, product data, and samples required by specification sections.
- C. Shop Drawings: Original drawings prepared by Contractor, Supplier or Distributor which illustrate some portion of the work; showing fabrication, layout, setting or erection details.
 - 1. Prepared by qualified detailer.
 - 2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
 - 3. Minimum sheet size: 8 1/2" X 11".
- D. Product Data
 - 1. Manufacturer's standard schematic drawings: Modify drawings to delete information which is not applicable to the project. Supplement standard information to provide additional information applicable to project.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data: Clearly mark each copy to identify pertinent materials, products or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
 - 3. Where required, product data shall include Safety Data Sheets listing material content subject to EPA regulations or listed by them as carcinogenic or toxic.
- E. Samples
 - 1. Physical examples to illustrate materials, equipment or workmanship and to establish standard by which completed work is judged.
 - a. Office Samples: Of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples. After review, samples remain in possession of the Architect until completion of the construction project.
 - b. Field Samples and Mock-Ups: Erect on project site at location acceptable to Engineer. Construct each sample or mock-up complete, including work of all trades required in finished work.
- F. Contractor Responsibilities
 - 1. Review and approve shop drawings, product data and samples prior to submission. Any submittals that appear to be "rubber stamped" and not reviewed and approved prior to submission to Engineer will be returned with no comments. Engineer will not review until submittal has been reviewed and approved by the Contractor.

2. Verify field measurements, field construction criteria and catalog numbers and similar data.
3. Coordinate each submittal with requirements of work and of Contract Documents.
4. **Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.**
5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals unless Engineer gives written acceptance of specific deviations.
6. Notify Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
7. Begin no work requiring submittals until the return of submittals bearing Engineer's stamp and initials or signature, indicating review.
8. After Engineer's review, distribute copies.

G. Submission Requirements

1. Contractor shall submit submittals only with "Submittal Identification" transmittal provided by the Engineer. Include Project Name and Number, Specification Section number, and other items on transmittal.
 - a. **Incomplete transmittals will be returned to the Contractor without review.**
2. Schedule submission with ample time before reviewed submittals will be needed.
3. **After Engineer's review, it is the responsibility of the Contractor to reproduce the required amount of copies for distribution to subcontractors, suppliers, etc.**
4. Submit number of samples specified in each of the specification sections.
5. Submittals shall include:
 - a. Date and revision dates.
 - b. The names of: Engineer, Contractor, supplier, manufacturer and separate detailer, where pertinent.
 - c. Identification of product or material.
 - d. Relation to adjacent structure or materials.
 - e. Field dimensions, clearly identified as such.
 - f. Applicable standards, such as ASTM number or Federal Specification.

- g. Identification of deviations from Contract Documents.
- h. Contractor's stamp, initialed or signed, certifying to review and approval of submittal, verification of field measurements and compliance with Contract Documents.

H. Resubmission Requirements

1. Shop Drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings, any changes which have been made other than those required by Architect/Engineer.
2. Product Data and Samples: Submit new data and samples as required for initial submittal.
3. Include in schedule resubmission time for all submittals. Any submittals that are returned "rejected" or "revise and resubmit" shall be given a new submittal tracking number. This will assure that adequate review time on the resubmission is included.

I. Distribution of Submittals after Review

1. Distribute copies of shop drawings and product data which carry Engineer's stamp to: Contractor's file, Job Site file, Subcontractor, Supplier and Fabricator. Make necessary number of prints for distribution.
2. Distribute samples as directed.

J. Engineer's Duties

1. Review submittals with reasonable promptness. Submittals will only be reviewed if received per the Submittal Schedule. Submittals sent prior to the dates approved in this schedule will be returned with no comment.
2. Review for design concept of project and information given in Contract Documents.
3. Review of separate item does not constitute review of an assembly in which item functions.
4. Affix stamp and initials or signature certifying to review of submittal.
5. Return submittals to contractor for distribution.

PART 2 – PRODUCTS – Not used.

PART 3 – EXECUTION – Not used.

END OF SECTION

SECTION 01 41 00 – REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 STANDARDS AND CODES

- A. References to standards, codes, specifications, recommendations and regulations refer to the latest edition or printing prior to the date of issue of the Project Specifications, unless otherwise indicated.
- B. Applicable portions of standards listed that are not in conflict with provisions of the Contract Documents are fully incorporated in the Contract Documents by reference.
- C. All work shall comply with the following:
 - 1. 2022 edition of the International Building Code published by the International Code Council

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01 45 00 – QUALITY CONTROL

PART 1 – GENERAL

1.1 SUMMARY

- A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality. Comply fully with manufacturers' instructions, including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- B. Comply with specified standards as a minimum quality for the Work, except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship. Perform work by persons qualified to produce workmanship of specified quality. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- C. Contractor shall install field samples at the site as required by individual specifications Sections for review by the Engineer or Owner.
 - 1. Acceptable samples represent a quality level for the Work.
 - 2. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer.
- D. Tests will be performed under provisions identified in this Section.
 - 1. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals and finishes.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

- A. Work required under this section consist of all temporary construction facilities, services and related items to complete the Project indicated on the Drawings and described in the Project Manual. Some requirements are set forth herein. Refer to Division 1 Section “Summary of Work” for specific requirements.
- B. Standards:
 - 1. Materials: All materials required by the work of this section shall be as specified in the respective sections.

1.2 SUBMITTALS

- A. Prepare and submit a site Laydown and Mobilization Plan for review. Plan shall include at a minimum delivery paths, worker parking, and ingress & egress. Do not proceed with construction activities until Plan is approved.
 - 1. Indicate main and secondary laydown areas for approval. If any existing landscaped areas, parking lots or roads are to be indicated and used as lay down areas, the Contractor is required to protect the parking lots from damage. If any damage occurs, repairs shall be provided at no expense to the Owner.

1.3 FACILITIES AND CONTROLS

- A. Access: The Contractor shall provide an adequate access and/or roads to each building for the prosecution of work.
 - 1. Recondition existing roads, curbs, and utilites after temporary use.
 - 2. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - a. Maintain access for fire-fighting equipment and access to fire hydrants.
 - 3. Locate contractor parking areas on Laydown and Mobilization Plan.
- B. Hoisting Facilities: The Contractor shall be responsible for providing suitable capacity and hoisting facilities for all people and materials.
- C. Cellular Phone:
 - 1. Contractor shall have a portable cellular telephone with local cellular service which shall be kept with the Superintendent at all times.
- D. Sanitation Facilities: The Contractor is responsible for furnishing adequate temporary toilet facilities.

- E. Drinking Water: The Contractor shall provide drinking water facilities for all workmen on the job, including icing when required, paper cups, etc., all maintained in a sanitary condition.
- F. Fire Protection: Each Contractor will provide general temporary fire protection requirements for their own requirements in accordance with OSHA.
- G. Storage Facilities: The Contractor shall provide suitable watertight and damp proof sheds to house construction materials.
 - 1. The Contractor shall coordinate the allocation of storage areas to the various Subcontractors.
- H. Utilities: The Contractor shall make all temporary connections to utility systems as required for construction purposes. They shall also disconnect and return to original condition upon completion. Lighting shall be of adequate intensity and quality for proper prosecution and inspection of work being performed.
- I. Pumping and Draining:
 - 1. The Contractor shall keep working and storage areas and developed areas of the site free from water that could cause damage or that would interfere with work.
 - 2. The Contractor shall pump or drain water to an approved catch basin or other acceptable area.

1.4 SITE STORM PROTECTION

- A. When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby property.
- B. Precautions shall include, but are not limited to, securing openings; removing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work.

1.5 MINIMUM HURRICANE CONDITION OF READINESS

- A. Condition FOUR (Sustained winds of 93 km/hr 50 knots or greater expected within 72 hours): Normal daily jobsite cleanup and good housekeeping practices. Collect and store in piles or containers scrap lumber, waste material, and rubbish for removal and disposal at the close of each work day. Maintain the construction site including storage areas, free of accumulation of debris. Stack form lumber in neat piles less than one m 4 feet high. Remove all debris, trash, or objects that could become missile hazards.
- B. Condition THREE (Sustained winds of 93 km/hr 50 knots or greater expected within 48 hours): Maintain "Condition FOUR" requirements and commence securing operations necessary for "Condition ONE" which cannot be completed within 18 hours. Cease all routine activities which might interfere with securing operations. Commence securing and stow all gear and portable equipment. Make preparations for securing buildings. Review requirements pertaining to "Condition TWO" and continue action as necessary to attain "Condition THREE" readiness.

- C. Condition TWO (Sustained winds of 93 km/hr 50 knots or greater expected within 24 hours): Curtail or cease routine activities until securing operation is complete. Reinforce or remove form work and scaffolding. Secure machinery, tools, equipment, materials, or remove from the jobsite. Expend every effort to clear all missile hazards and loose equipment from general areas.
- D. Condition ONE. (Sustained winds of 93 km/hr 50 knots or greater expected within 12 hours): Secure the jobsite, and leave premises.

END OF SECTION

SECTION 01 60 00 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. To set forth the procedure and conditions for substitutions and to give the product options available to the contractor.

1.2 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards, by any reputable manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named.
 - 1. Where more than one manufacturer's product is specified for one use, the Drawings have been prepared for the one listed first; and building adjustments may be necessary to accommodate the others. **The Contractor will be responsible for any changes in the building construction required because of product selection, and shall make any such changes to the satisfaction of the Engineer, at no cost to the Owner.**
- C. For product specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or approved equal / equal as approved", or "or equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.
- D. For items followed by “or approved equal” or “equal as approved”:
 - 1. **Submit request for approval to Engineer at least 10 days prior to bid date. Use only those approved in writing prior to bid date. If request is received after the time allowed by above, the request will be denied without further investigation.**
 - 2. **Submit three (3) copies of requests for prior approval. Include in request the following:**
 - a. **Substitution request form (included at end of Section).**
 - b. **Itemized side by side comparison of proposed substitution with product specified. This should be in tabular form with key points of each product compared.**
 - c. **Manufacturer's literature: Product description, performance and test data and required standards. Safety Data Sheets where required.**
 - d. **Samples upon request.**
 - e. **If any of the above items are not submitted, the product WILL NOT be**

considered as an equal product, and therefore the Contractor shall bid the product originally specified.

E. For items followed by words "or equal" or "equal to":

1. Unless otherwise specified in other Specification Sections, submit substitutions to Engineer for approval **not more than 10 days after date of Agreement.**
2. Submit electronic copies of requests for substitution to the Engineer. Include in request:
 - a. Substitution request form (included at end of Section)
 - b. Complete data substantiating compliance of proposed substitutions with Contract Documents.
 - c. Itemized comparison of proposed substitution with product or method specified. This should be in tabular form with key points of each product compared.
 - d. Data relating to changes in construction schedule.
 - e. Accurate cost data on proposed substitution in comparison with product or method specified.
 - f. For Products:
 - 1.) Manufacturer's literature: Product description, performance and test data and required standards. Safety Data Sheets where required.
 - 2.) Samples.
 - g. For Construction Methods:
 - 1.) Detailed description of proposed method.
 - 2.) Drawings illustrating methods.
 - h. If any of the above items are not submitted, the product WILL NOT be considered as an equal product, and therefore the Contractor shall submit the product originally specified.**

F. In making request for substitution, bidder / contractor represents:

1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified and that no product involved contains ingredients regulated by the EPA or which are carcinogenic or toxic.
2. He will provide the same guarantee for substitution as for product or method specified.
3. He will coordinate installation of accepted substitution into work, making those changes required for work to be complete in all respects.

4. **He waives all claims for additional costs related to substitution which consequently become apparent.**

5. Cost data is complete and includes all related costs under his contract.

G. Substitutions will not be considered if:

1. They are indicated or implied on shop drawings, or product data submittals without formal request submitted in accordance with this Section.
2. Acceptance will require substantial revision of contract documents.
3. In the Engineer's judgment, the product or material is not equal.

H. Engineer is the final judge of equality of all substitutions.

I. Form: Submit Substitution Requests on Engineers form located at the end of this Section.

1.3 CONFLICTS

A. If there is a conflict between the Drawings and Specifications, and no clarification has been issued, the bidder shall bid the more stringent product or application.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

**SUBSTITUTION REQUEST FORM
(SUBMIT FORM ALONG WITH ITEMIZED SIDE BY SIDE COMPARISON
AND OTHER ITEMS IN PARAGRAPH 1.2.D.2 OR 1.2.E.2)**

To: **Stephens Mechanical LLC**
Attn: **Lawrence Stephens**
925 Tommy Munro Drive
Biloxi, MS 39532

Project: **Library HVAC Renovation**

Specification Section Number and paragraph: _____

Drawing and details affected: _____

Proposed Substitution: _____

Manufacturer's Name: _____

Product Description: _____

WHY IS SUBSTITUTION BEING SUBMITTED (SELECT 1 OF THE FOLLOWING)?

- Pre-Bid Substitution (Prior Approval): **Included detailed analysis** comparing proposed substitution against specified product, including redlined specification section showing differences.
- Specified product is not available. Explain in detail, use attached letter.
- Cost savings to Owner. Indicate comparative cost analysis as attachment.
- Other. Explain.

EFFECTS OF PROPOSED SUBSTITUTION

Answer the following questions and attach explanations.

1. Attach list of at least 3 projects where proposed substitution has been used within past 12 months include name, address, and telephone number of Owner and Architect.
[Attachment included] [Attachment not included, explain]
2. Does substitution affect dimensions indicated on Drawings?
[NO] [YES, explain]
3. Does substitution affect Work of other Sections?
[NO] [YES, explain]
4. Does substitution require modifications to design, changes to Drawings, or revisions to specifications?
[NO] [YES, explain]

CONTRACTOR'S / BIDDER'S REPRESENTATION

Undersigned accepts responsibility for coordination of proposed substitution and accepts all additional costs resulting from the incorporation of proposed substitution into the Project per Section 01 60 00.

The only response to this Request for Substitution will be by Addendum (if prior to award) or Supplemental Instruction (if after award, unless Change Order is necessary to reduce Contract Amount).

SUBMITTED BY

(included name, address, telephone, and contract person of manufacturer/supplier of proposed substitution)

Signature and date: _____

FOR Engineers USE

- Accepted Reviewed by/date: _____
- Not Accepted
- No Action Required Comments: _____
- Submission Incomplete, not accepted
- Too Late for consideration

SECTION 01 74 13 – PROGRESS CLEANING

PART 1 – GENERAL

1.1 SUMMARY

- A. The Contractor shall maintain premises and public properties from accumulations of waste, debris and rubbish caused by operations in association with their portion of the Work. The construction site shall be cleaned **daily**.
- B. Refer to Division 1 Section “Closeout Procedures” for final cleaning requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Use only cleaning materials recommended by Manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning materials Manufacturer. Any damage to materials while cleaning shall be the responsibility of that contractor.

PART 3 – EXECUTION

3.1 GENERAL PROGRESS CLEANING

- A. The construction site shall be cleaned on every working day, and maintain the site in a neat and orderly condition.
 - 1. **NOTE: If Contractors work, staging, storage or fabrication areas at the site do not meet all requirements for cleanliness and debris removal, an additional five (5) percent may be withheld from any or all Contractor payment requests until the site meets Contract cleanliness requirements.**
- B. Contractor shall pick up all scrap, debris and waste material associated with their Work. Remove items to the place designated for storage. Remove combustible waste from the site. Store flammable waste in sealed metal containers until removed from the site. Recycling piles shall be kept neat and orderly until removed from the site.
- C. Retain stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- D. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.

- E. Contractor shall provide adequate storage for items awaiting removal from the job site; observing requirements for fire protection and protection of the ecology.
- F. Contractor shall vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy.
- G. Contractor shall handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.

END OF SECTION

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures
 - 2. Warranties
 - 3. Closeout documents
 - 4. Record documents
 - 5. Manuals and Training
 - 6. Final cleaning

1.2 SUBSTANTIAL COMPLETION

- 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. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

11. Fifteen (15) days prior to request for Substantial Completion, one (1) hard copy of the Operation and Maintenance Manual shall be submitted to the Engineer for approval.

- a. Note: Warranties do not have to be included in this submittal. Once project is Substantially Complete, submit Operation and Maintenance Manual with content and format as specified herein.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, in addition to checklist included in Division 1 Section "Payment Procedures", complete the following:
1. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videos.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit **three** copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name
 - b. Date
 - c. Name of Engineer
 - d. Name of Contractor
 - e. Page number

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- C. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- D. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
- E. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.6 RECORD DOCUMENTS

A. Maintenance of Documents:

1. Maintain one copy of all: Contract Drawings, Project Manual, Change Orders, Review Shop Drawings, Review Submittals, Product Safety Data Sheets, Equipment Brochures, Parts Lists, Operating Instructions, Field and Laboratory Test Records, and other modifications to the Contract.
2. Store documents apart from documents used for construction.
3. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
4. Make documents available at all times for inspection by Engineer.
5. Record drawings are to be updated monthly. Failure to update may result in delay of payment.

B. Recording:

1. General: Mark all modifications in red pencil. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
2. Contract Drawings: Legibly mark to record actual construction:
 - a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - c. Field changes of dimension and detail.
 - d. Changes made by Change Order or Field Order.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. Arrange, by appointment, to give physical demonstration and oral instructions for machine and equipment operation to the Owner or a designated representative.
- B. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.

2. Maintenance Data:

- a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- C. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
1. Provide one hard copy as described above.
 2. Provide four (4) copies of all maintenance and instruction manuals in Adobe® Portable Document Format (PDF) on CD-ROM or DVD. Disks shall be appropriately marked with an printed label (no direct markings on disks will be acceptable), in a jewel case printed with all Project information.
 - a. **ALL OPERATION AND MAINTENANCE MANUALS, RECORD DOCUMENTS, AND OTHER CLOSEOUT DOCUMENTS SHALL BE ASSEMBLED ONTO ONE (1) DVD WITH A PRINTED LABEL. MULTIPLE DISKS WILL ONLY BE ALLOWED IF STORAGE CAPACITY IS EXCEEDED ON ORIGINAL DISK.**

1.8 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Contractor to video all training sessions and provide 3 DVD's for Owner's use.
1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with Owner through the Architect with at least seven days' advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning

objective and teaching outline. Include instruction for the following:

1. System design and operational philosophy.
2. Review of documentation.
3. Operations.
4. Adjustments.
5. Troubleshooting.
6. Maintenance.
7. Repair.

1.9 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Remove labels that are not permanent.
 - i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - j. Do not paint over "UL" and similar labels, including mechanical and

- electrical nameplates.
 - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Replace parts subject to unusual operating conditions.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 15000
MECHANICAL GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS:

- A. The general provisions of the Contract, including General and Supplementary Conditions, DIVISION 1 - GENERAL REQUIREMENTS, apply to the work specified in this Division, with additions and modifications specified herein.

1.02 APPLICATION: This section applies to all sections of Division 15 - Mechanical Work of these specifications, including modifications and additions specified in each individual section.

1.03 DESCRIPTIONS OF WORK:

- A. Scope: The work covered by this Division of these Specifications consist of furnishing all plant, labor, equipment, appliances, and materials, and in performing all operations in connection with the mechanical work, including all items of special equipment specified herein, complete in strict accordance with this Division of these Specifications and the applicable Drawings.

- B. Work Included: The work involves a complete mechanical system. Generally the work includes, but is not limited to the following items. Complete heating, ventilating and air conditioning system.

- Complete heating, ventilating and air conditioning system

- Temperature control system and Instrumentation.

- Maintain a clean work area.

- Testing, adjusting and balancing of the mechanical system.

- Miscellaneous other work for a complete and operative mechanical system.

- Structural steel for equipment supports.

1.04 Related Work Specified Elsewhere: Generally the following work is specified under other Divisions of the project Specifications.

- A. Electrical power wiring and power connection to equipment.
- B. All painting except restoring finish on equipment that has sustained damage during shipment or installation.
- C. Receiving, uncrating and installing equipment furnished by others or the Owner.

1.05 SITE CONDITIONS: Before submitting a proposal for the work contemplated in these Specifications and accompanying Drawings, each bidder shall examine the site and familiarize himself with all the existing conditions and limitations. No extras will be allowed because of the Contractor's misunderstandings as to the amount of work involved or his lack of knowledge of any condition in connection with the work.

1.06 FEES, PERMITS AND INSPECTIONS: This Contractor shall secure and pay all fees, permits and inspections required on work performed under this section of the contract Specifications. Fees shall include, but not limited to, sewer, water and/or gas taps and all gas/ water meter fees charged by the utility companies. He shall assume full responsibility for all assessments and taxes necessary for completion and acceptance of this work.

1.07 APPLICABLE CODES AND STANDARDS: All materials, arrangements, and workmanship shall comply with all applicable codes, specifications, federal and state laws, local ordinances, industry standards and utility company regulations. In case of difference between building codes, Specifications, Federal and State laws, local ordinances, standards and utility company regulations and the Contract Documents, the most stringent requirement shall govern. The Contractor shall promptly notify the Architect in writing of such difference. Should the Contractor perform any work that does not comply with requirements of the applicable building codes, Federal and State laws, local ordinances, industry standards, and utility company regulations, he shall bear all costs arising in correcting the deficiencies. Applicable Codes and Standards shall include all state laws, State Board Health and State Rating Bureau, local ordinances, industry standards, and utility company regulations. Comply with applicable requirements of the following national accepted codes and standards as though they were copied herein fully:

ARI	Air Conditioning and Refrigeration Institute
ADC	Air Diffusion Council
AMCA	Air Moving & Control Association
AABC	American Air Balance Council
AGA	American Gas Association
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers - Handbook
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society of Testing Materials
AWS	American Welding Society
AWWA	American Water Works Association
CISPI	Cast-Iron Soil Pipe Institute
CTI	Cooling Tower Institute
FM	Factory Mutual System
HI	Hydronic Institute
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
IPC	International Plumbing Code
MSS	Manufacturer's Standardization Society
MPTA	Mechanical Power Transmission Association
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturers Association
NEBB	National Environmental Balancing Bureau
NFPA	National Fire Protection Association - Fire Codes
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act Standards
PDI	Plumbing and Drainage Institute
SMACNA	Sheet Metal & Air Conditioning Contractors National Association
SAE	Society of Automotive Engineers
UL	Underwriters' Laboratories

1.08 APPROVAL OF MATERIALS AND EQUIPMENT:

- A. Quality Standards: Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names,

trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard of quality and shall not be construed as limiting competition. Any material, article or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Engineer, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval. In order that all bidders, manufacturers, and vendors receive fair and equal consideration, the procedures described hereinafter shall be complied with.

- B. Approval of Substitutions: Prior written approval by the Engineer is required for substitutions for all materials, articles and equipment specified without qualifications or followed by "or prior approved equal". Request for prior approval shall be submitted to the Engineer at least ten (10) days before time of bid opening. Approved substitutions will be included in an addendum to the Specification or in writing at the discretion of the Engineer. Request for approval for materials, articles, and equipment qualified with "equal to" or "or equal" shall be submitted within 30 days after award of contract but before purchase. IN CONNECTION WITH THE USE OF ANY ALTERNATE ITEM APPROVED BY THE ENGINEER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT SUCH ITEMS MEET ALL REQUIREMENTS, AND THAT ANY ALTERATIONS TO CONNECTING OR ASSOCIATED ITEMS NECESSITATED BY USE OF THE ALTERNATE ITEMS ARE PROPERLY MADE WITHOUT ADDITIONAL COSTS TO THE OWNER. This includes but is not limited to added breakers, fuses, disconnects, wiring, or piping that is not indicated by scheduled equipment. Architect's opinion shall be final on quality of substituted items.
- C. Manufacturer's Brochures and Shop Drawings: As soon as practicable after award of the contract and before starting installation of any materials or equipment, the Contractor shall submit to the Engineer for approval six (6) copies of Manufacturer's brochures and shop Drawings giving rating, operating characteristics, wiring diagrams, power requirements, etc., of the material and equipment proposed for installation. A complete electrical connection diagram for each electrically controlled component shall be submitted for approval. The connection diagram shall identify each component and shall show all interconnected and interlocked components. Automatic temperature control diagrams shall be submitted. All data submitted shall be sufficiently complete to demonstrate conformance with the Specification requirements. Drawings showing all ducts, piping and installation details shall be submitted for approval with Material and Equipment submittal if equipment is different from that indicated on the Drawings. Checking and approval of brochures and shop Drawings by the Engineer shall not relieve the Contractor from the responsibility for deviations from the Drawings and Specifications unless he has in writing called the Engineer's attention to such deviations at time of submission and secured his written approval, nor shall it relieve him of responsibility for errors or omissions in the shop Drawings. Checking and approval by the Engineer is only for general conformance with design intent and contract requirements. It is the Contractor's responsibility to verify the accuracy of dimensions, obtaining field dimensions, by comparison and measurements in the field. Final shop Drawings shall indicate field verified dimensions.

1.09 DEVIATIONS:

- A. Drawings: The Mechanical Drawings show the general arrangement of all piping, equipment, and appurtenances and shall be followed as closely as actual building construction and the work of other trades will permit. The mechanical work shall conform to the requirements shown on all of the Drawings. General and Structural Drawings shall take precedence over Mechanical Drawings. Because of the small scale of the

Mechanical Drawings, it is not possible to indicate all offsets, fittings and accessories which may be required. The Contractor shall investigate the structural and finish conditions affecting the work and shall arrange his work accordingly, providing such fittings, valves and accessories as maybe required to meet such conditions. If major departures from the contract Drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted as soon as practicable for approval. No major departures shall be made without prior written approval.

- B. Space Conditions: Every attempt has been made to design the systems so as to cover the installation of all equipment and connections thereto without interference to the structural design of the building. Contractor shall note that space in some locations is critical, and shall prior to installing his work coordinate the location with all other trades. If interference results from failure of the Contractor to exercise such caution, work shall be relocated as the Engineer ascertains would most facilitate job progress. Relocation shall be at the expense of the Contractor whose work is relocated, and the decision of the Engineer shall be final. If Contractor is unable to achieve desired cooperation with other trades and/or subcontractors, he is cautioned not to proceed but to inform the Engineer as to his difficulties. Contractor shall make offsets, transitions and changes in direction in pipe, ducts, etc., as required to maintain proper grades, or essential elevations.

- 1.10 COOPERATION: Cooperate and coordinate with others in laying out work so that this phase of the work will properly fit the building and other contractors' requirements. Priority of locations shall be as follows:

- Light Fixtures
- Ceiling Mounted Air Control Devices
- Fire Protection System
- Ductwork
- Plumbing Waste, Drain and Vent System
- Mechanical Equipment
- Electrical Equipment
- Mechanical Piping Mains
- Electrical Feeders

- 1.11 OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. Bound Instructions: Four (4) complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished to the Owner. Each set shall be permanently bound and shall have a hard cover. One complete set shall be furnished at the time the test procedure is submitted, and the remaining sets shall be furnished before the Contract is completed. Flysheet shall be placed before instructions covering each subject. Flysheet shall be placed before instructions covering each subject. The instructions sheets shall approximately 8-1/2" by 11" with large sheets of Drawings folded in. The instructions shall include, but shall not be limited to the following:
1. System layout showing piping, valves, and controls.
 2. Approved wiring and control diagrams, with date to explain the detailed operation and control of each component.
 3. A control sequence describing startup, operation and shutdown.
 4. Operating and maintenance instructions for each piece of equipment, including lubrication instructions.

5. Manufacturer's bulletins, cuts and descriptive data.
 6. Parts lists and recommended spare parts.
- B. Field Instructions: Upon completion of the work and at a time designated, the services of one project engineer shall be provided by the Contractor to instruct the representative of the Owner in the operation and maintenance of the mechanical systems.

1.12 RECORD DRAWINGS:

- A. This Contractor shall provide record Drawings at completion of job. Drawings to show all significant changes in piping, equipment, wiring, etc. The actual location of all piping drains, clean-outs, apparatus and equipment shall be indicated. These Drawings are to be turned over to the Architect at completion. All cleanouts and concealed equipment (below grade) to be dimensioned from building lines, etc.

1.13 ELECTRICAL:

- A. Refer to the Electrical Drawings and Division 16, ELECTRICAL WORK, for the characteristic of the available electrical power. All motors and equipment under this contract to be compatible with the local voltages.
- B. For each and every motor installed under this section of the contract, furnish to the Electrical Contractor for installation the proper motor starter, where not specified to be furnished by the electrical contractor and where required, pushbuttons or hand-off automatic controls, or other required relays or control devices. All motors which start and stop automatically or as specified, shall be furnished with magnetic starters, pushbuttons and relays as required. The Electrical Contractor will wire from service to starter to motor. Any additional secondary control circuits, such as remote control stations, and temperature control wiring shall be provided under this Division. Each and every wire in each and every junction box, starter, pull box or where else terminating or connecting or visible shall be color coded and numbered using Brady Stick-On numbers or equivalent. Upon completion of all wiring, including control and secondary wiring, Contractor shall furnish finished shop Drawing showing each wire number and connecting points for each and every unit. Contractor shall 'meg' every circuit to determine leaks or shorts and correct same before calling for inspection by Engineer.
- C. All wiring installed under the responsibility of this Contractor shall be in conduit and in strict accordance with the National Electrical Code and DIVISION 16, ELECTRICAL WORK of the project Specifications.

1.14 WORKMANSHIP:

- A. All work shall be executed in a neat and substantial manner by skilled workmen well qualified and regularly engaged in the type of work required. Substandard work shall be removed and replaced by the Contractor at no cost to the Owner.

1.15 CUTTING AND PATCHING:

- A. This Contractor shall provide all cutting, digging, etc., incident to his work and shall make all required repairs thereafter to the satisfaction of the Architect, but in no case shall the Contractor cut into any major structural element beam or column without written approval of the Architect. Pavements, sidewalks, roads, curbs, walls, ceilings, floors and roofs shall be cut, patched, repaired and/or replaced as required to permit the installation of the work and such cutting, patching, repairing, and replacing shall be the responsibility of and paid for by the Contractor under this section of the Specifications.
- B. The Contractor shall bear the expense of all cutting, painting, patching, repairing or

replacing of the work of other trades required because of his fault, error or tardiness or because of any damage done by him.

1.16 CLEANING AND PAINTING:

- A. The respective Contractors or Sub-contractors for the various phases of the work shall clear away all debris, surplus materials, etc., resulting from their work or operations, leaving the job and equipment furnished under any or all Contracts in a clean first class condition.
- B. Painting of materials and equipment furnished under the mechanical portion of the Contract is specified under the General Construction Contract as described in other Sections. The Mechanical Contractor shall, however, refinish and restore to the original conditions and appearance, all mechanical equipment which has sustained damage to manufacturer's prime and finish coats of enamel or paint. Materials and workmanship shall be equal to the requirements described for other painting.

1.17 MECHANICAL DEMOLITION: Contractor shall visit the building to determine the existing conditions and review the items of work required to establish the planned and specified construction work. The Mechanical Contractor shall coordinate his demolition with the General Contractor, in establishing his schedule and shall consider the requirements that all activities of the existing building shall, during normal operating hours, with designated representatives of the Owner, and The Architect. All utility outages shall be approved through the Owner's Engineering Department. Contractor shall terminate and cap all active utility lines to the demolished areas, except that the Contractor shall maintain active lines that supply or drain the existing building to remain. Any damage during this contract, to existing utility lines serving the existing building to remain, shall be properly repaired and reactivated at no expense to the Owner. Contractor shall haul all debris, equipment, and fixtures from the site before any significant accumulation appears. Removal shall be done without undue noise, dust, and shall be accomplished without interfering with normal plant operations.

1.18 EQUIPMENT SAFETY: Belts, pulleys, chains, gears, couplings, projecting setscrews, keys, rotating parts, and other power transmission apparatus, located so that any person can come in close proximity thereto, shall be fully enclosed or properly guarded in accordance with OSHA 1910.219. Provide positive means of locking out equipment so that it cannot be accidentally started during maintenance procedures. High-temperature equipment and piping so located as to endanger personnel or create a fire hazard shall be properly guarded or covered with insulation of a type as specified. Ensure that access openings leading to equipment are large enough to carry through routine maintenance items such as filters and tools.

1.19 DELIVERY AND STORAGE: Equipment and materials shall be handled, stored, and protected to prevent damage before and during installation in accordance with the manufacturer's recommendations, and as approved by the Architect/Engineer. Damaged or defective items shall be replaced.

1.20 STANDARD PRODUCTS/SERVICE AVAILABILITY:

- A. Materials and Equipment: Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products, which are of a similar material, design and workmanship. The standard products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two-year use shall include applications of equipment and materials under similar circumstances and of similar size.
- B. Experience Required: The two-year experience must be satisfactorily completed by a

product which has been sold or is offered for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures.

- C. Service Support: The equipment items shall be supported by service organizations. The Contractor shall submit a certified list of qualified permanent service organizations for support of the equipment which includes their addresses and qualifications. These service organizations shall be reasonably convenient to the equipment installation and able to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.
 - D. Manufacturer's Nameplate: Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.
- 1.21 EXISTING UTILITIES, STRUCTURES AND OTHER PROPERTY: Prior to any excavation, it shall be the responsibility of the Contractor to locate and avoid damage to any and all existing water, gas, sewer, electric, telephone and all other underground utilities or structures. The Contractor shall contact the various local utility departments or other responsible agencies and obtain location Drawings, or other assistance in the locations of existing underground work. The Contractor shall repair or pay for all damage caused by his operations to all existing property, public or private, whether it is below or above ground, and shall settle in total cost all damage suits which may arise as a result of his operations.
- 1.22 GUARANTEE: This Contractor shall guarantee to Owner, all work performed under this contract to be free from defects in workmanship and materials for a period of one year from date of final acceptance by Architect and Owner. Any defects arising during this period will be promptly remedied by the Contractor without cost to the Owner. Compressors shall have a five (5) year warranty.

PART 2 - NOT APPLICABLE

PART 3 - NOT APPLICABLE

END OF SECTION

SECTION 15100
BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Section 15000 - Mechanical General Requirements, with modifications and additions specified herein, apply to the work specified in this Section.

1.02 SECTION INCLUDES:

- A. Noise and Vibration Isolation.
- B. Testing, Adjusting, and Balancing.

1.03 RELATED WORK SPECIFIED ELSEWHERE:

- A. Type of pipe and fittings are specified under each piping system.

1.04 SUBMITTALS:

- A. Submit product data and shop drawings under provisions of Section 15000.
- B. Submit noise and vibration isolation equipment data.
- C. Submit pipe hanger and support data along with certificate of compliance.
- D. Submit qualifications of testing and balancing firm.
- E. Include testing and balancing procedures (agenda) along with proposed forms.
- F. Submit final test and balance report.

1.05 QUALITY ASSURANCE:

- A. Agency: Testing and balancing agency shall be a company specializing in this type work for a minimum of three documented years and certified by AABC or NEBB.
- B. Welder Certification: In conformance with AWS D1.1.
- C. For each product, provide components by the same manufacturer throughout.
- D. Use domestic pipe, pipe fittings, valves, and motors on this project when available unless other specified.

PART 2 - PRODUCTS

2.01 NOISE AND VIBRATION ISOLATION

- A. Provide cork/neoprene pads for all floor, base, and pad mounted equipment in accordance with ASHRAE A47.
- B. Provide spring and rubber type vibration isolators for all hanging equipment.

2.02 BASIC PIPING MATERIALS:

- A. Plug Cocks: Plug cocks up to 2-inch size shall have bronze body, bronze tapered plug, non-lubricated, Teflon packing, threaded ends, with wrench operator. Plug cocks over 2-

inch shall have iron body and plug, pressure lubricated, Teflon packing, flanged ends, with wrench.

- B. Unions: For pipe sizes under 2-inches use 150 psig malleable iron unions for threaded ferrous piping; bronze unions with solder joints for copper pipe.
- C. Flanges: For pipe size over 2-inches use forged steel slip-on flanges conforming to ANSI B16.1, Class 125, for use in ferrous piping; Bronze flanges conforming to ANSI B16.22 or B16.24 for use in copper tubing. Gaskets shall be full face flat type synthetic rubber, except use neoprene gaskets for gas service and shall conform with ANSI B16.21
- D. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, except both ends threaded for gas service, water impervious isolation. Use unions as manufactured by EPCO.
- E. Pipe Sleeves: Sleeves in masonry and concrete walls, partitions, floors, and roofs shall be constructed of, Schedule 40, hot-dipped galvanized, pipe conforming to ASTM A53. Sleeves in other type construction shall be constructed of steel sheet having a nominal weight of not less than 0.90 pounds per square foot.
- F. Tracer Wire for Nonmetallic Pipe: Tracer wire shall be bare copper wire not less than 0.10 inch in diameter and shall be continuous over entire length of nonmetallic pipe.

2.03 Adjusting, Balancing & Testing:

- A. General: The Contractor shall procure the services of an independent balance and testing firm, approved by the Architect which specializes in the balancing and testing of heating, ventilating and air conditioning systems; to balance, adjust, and test the mechanical systems performance in accordance with the contract plans and specifications.
- B. Quality: The testing firm shall be a member of Associated Air Balance Council. All work by this firm shall be done under direct supervision of a qualified engineer employed by them. The air balance firm shall provide proof of having successfully completed at least five projects of similar size and scope. All instruments used by this firm shall be accurately calibrated and maintained in good working order. If requested, the tests shall be conducted in the presence of the Contracting Officer.
- C. Testing: Balance and testing shall not begin until system has been completed and is in full working order. The Contractor shall put all heating, ventilation, and air conditioning systems and equipment into full operation and shall continue the operation of same during each working day of testing and balancing.
- D. Submittal: The Contractor shall submit six (6) copies of submittal data for the testing and balancing of the air conditioning, heating and ventilating systems.
- E. Warranty: Balance firm shall include and extended warranty of 90 days, after completion of work, during which time the Architect, at his discretion, may request a re-check of resetting of any water flow, outlet, supply air fan, or exhaust fan as listed in test report.

PART 3 - EXECUTION

3.01 NOISE CONTROL AND VIBRATION ISOLATION:

- A. Vibration Absorbing Supports: All items of mechanical piping and equipment, including compressors and pumps, shall be properly isolated from the building structure by means of approved vibration-absorbing supports or foundations. Each unit shall consist of machine and floor or foundation together with intermediate isolation materials. The

isolation units shall be standard catalog products with printed loading ratings. The support for each piece of equipment shall be submitted for approval.

3.02 INSTALLATION OF PIPING:

A. Preparation:

1. Ream pipe and tube ends. Remove burrs. Bevel plain end of ferrous pipe.
2. Remove scale and dirt, on inside and outside of piping before assembly.
3. Prepare piping connections to equipment with flanges or unions.
4. Coordinate cutting or forming of roof or floor construction to receive drains to required invert elevations.

B. Installation:

1. Provide non-conducting dielectric connections whenever jointing dissimilar metals. Locate in accessible locations.
2. Install piping to conserve building space and not interfere with use of space. Group piping whenever practical at common elevations. Route piping in an orderly manner, plumb, and parallel with the lines of the structure, and maintain gradient.
3. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
4. Install specialties and equipment in accordance with manufacturer's instructions.
5. Install brass male adapters each side of valves in copper piped systems. Sweat solder adapters to pipe.
6. Provide clearance for installation of insulation and access to valves and fittings.
7. Slope water piping and arrange to drain at low point.

C. Application:

1. Install specialties in accordance with manufacturer's instructions.
2. Install brass male adapters each side of valves in copper piped systems. Sweat solder adapters to pipe.
3. Install tracer wire over underground nonmetallic pipe.
4. Threaded Connections: Jointing compound for pipe threads shall be polytetrafluoroethylene (PTFE) pipe thread tape, pipe cement and oil, or PTFE powder and oil; apply only on male threads. Provide exposed ferrous pipe threads with one coat of primer applied to a minimum dry film thickness of 1.0 mil.
5. Flanges and Unions: Flanges shall be faced true. Flanges shall be provided with gasket and made square and tight. Except where copper tubing is used, union or flange joints shall be provided in each line preceding the connection to each piece of equipment or material requiring maintenance such as coils, pumps, control valves, and other similar items. A union shall be installed on the downstream of each valve.

D. Welding

1. Welded Joints: Welded joints shall be fusion-welded in accordance with ANSI B31.1, Section 6. Mitering or notching of pipe to form elbows or tees or other similar

construction will not be permitted.

2. Beveling: Field and shop bevels shall be in accordance with the recognized standards and shall be done by mechanical means or flame cutting. Where beveling is done by flame cutting, surfaces shall be cleaned of scale and oxidation prior to welding.
3. Alignment: Before welding, the components parts to be welded shall be aligned so that no strain is placed on the weld when finally positioned. Height shall be so aligned that no part of the pipe wall is offset by more than 20% of the wall thickness. Flanges and branches shall be set true. This alignment shall be preserved during the welding operation.
4. Removing and Replacing Defective Welds: Shall be at no additional cost to the owner. Repairing defective welds by adding new materials over the defects or by peening will not be permitted.
5. Electrodes: Electrodes shall be stored in a dry heated area and shall be kept free of moisture or dampness during fabrication operations. Electrodes that have lost part of their coating shall be discarded.
6. Welding to Structure: Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.

3.03 TESTING, ADJUSTING, AND BALANCING:

- A. General Requirements: All equipment and apparatus necessary for balancing and testing shall be furnished by the Contractor. All defects disclosed by the tests shall be rectified without additional cost to the Owner. Field tests shall be made under the direction and subject to the approval of the Contracting Officer.
- B. Operational Test: After the above testing all mechanical systems shall be started and operated to prove proper functioning of each type of equipment. Start-up and adjustment of the heat pumps shall be accomplished by the manufacturer's start-up Engineer. All operating tests shall be to the satisfaction of the Architect. Should any element not perform properly, the Contractor shall make all required corrections.
- C. The balance and testing firm shall test, balance, adjust and record the following for all systems as applicable.
 1. Test and adjust all blower RPM to design requirements.
 2. Test and record all motor full load amperes.
 3. Test and record system static pressure, suction and discharge.
 4. Test and adjust system for design recirculated air, CFM.
 5. Test and adjust system for design CFM outside air.
 6. Test and record entering air temperatures.
 7. Test and record leaving air temperatures.
 8. Test and adjust each diffuser, grilles and register to within ten percent of design requirements. Each grille, diffuser and register shall be identified as to location and area. Size, type, and manufacture of diffusers, grilles, registers, and all test equipment shall be identified and listed. Manufacturer's ratings on all equipment shall be used to make required calculation.

9. In cooperation with the control manufacturer's representative, setting adjustment of automatically operated dampers to operate as specified, indicated and/or noted. Testing agency shall check all controls for proper calibrations and list all controls requiring adjustment by control installers.
- D. Performance Test: After completion of testing, balancing and adjusting the balance and testing firm shall make performance test of all mechanical system to determine compliance with the specification requirements. Any equipment that fails to equal or to exceed the specified performance shall be modified or replaced at no additional cost to the Owner.
- E. Test Data: The Contractor shall furnish to the Engineer four (4) copies of the schedules of readings taken during the balance and testing operation indicating the required to specified reading and the final balanced reading of all items.

END OF SECTION

SECTION 15200
INSULATION OF MECHANICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Section 15000 - Mechanical General Requirements, with modifications and additions specified herein, apply to the work specified in this Section.

1.02 SECTION INCLUDES:

- A. Piping Insulation, Jackets, and Accessories.
- B. Equipment Insulation and Covering.

1.03 QUALITY ASSURANCE:

- A. Applicator: A company specializing in insulation application with three years minimum experience.

1.04 SUBMITTALS:

- A. Submit product data under the provisions Section 15000.
- B. Include product description, list of materials and thickness for each service, equipment and location.
- C. Submit manufacturer's installation instructions.

1.05 MANUFACTURER'S STAMP OR LABEL:

- A. Every package of insulation, jackets, cement, adhesives, and coatings delivered to the project site must have the manufacturer's stamp or label attached giving name of manufacturer, brand, and description of material.

1.06 FLAME SPREAD AND SMOKE DEVELOPED RATINGS:

- A. In accordance with NFPA 255, ASTM E 84, or UL 723, the materials shall have a flame - spread rating of not more than 25 and a smoke - developed rating of not more than 50.
- B. Materials Tests: UL label or satisfactory certified test report from a testing laboratory will be required to indicate that the fire hazard ratings for the materials proposed for use do not exceed those specified. Test factory-applied materials as assembled. Field-applied materials may be tested individually. Flame-proofing treatments subject to deterioration due to effects of moisture or high humidity are not acceptable.
- C. Materials Exempt From Fire-Resistant Rating: Nylon anchors and PVC fitting covers.

PART 2 - PRODUCTS

2.01 PIPING SYSTEMS INSULATION:

- A. Piping systems requiring insulation, types of insulation required, and insulation thickness shall be as listed in Tables I and II herein. Insulate all fittings, flanges, and valves with factory premolded, precut, or field-fabricated insulation of the same thickness and conductivity as used on adjacent piping. Use factory premolded, precut, or field-

fabricated insulation of the same thickness and conductivity as used on adjacent piping. Insulation exterior shall be cleanable, grease resistant, non-flaking and non-peeling.

B. Pipe Insulation:

1. Glass Fiber Insulation: ANSI/ASTM C547; 'K' value of .24 at 75 degrees F.; noncombustible.
2. Flexible Unicellular Insulation: ASTM C 534. Adhesive shall be as recommended by the insulation manufacturer and applied in accordance with the manufacturer's published instructions.

C. Pipe Insulation Finishes:

1. All-Purpose Jacket: Provide a factory applied all-purpose jacket with or without integral vapor barrier as required by the service. Provide aluminum jackets in exposed locations. Allow a maximum water vapor permeance of 0.05 perm per ASTM E 96, a puncture resistance of not less than 50 Beach units, and a minimum tensile strength of 35 pounds force per inch of width in accordance with ASTM D 828.
2. Vapor Barrier Materials: Kraft reinforced foil vapor barrier with self-sealing adhesive joints. Resistant to flame, moisture penetration, and mold growth. Provide vapor-barrier materials on pipe as required in Table I.

2.02 EQUIPMENT:

- A. Insulate all equipment and accessories as specified in Table III. Increase the specified insulation thickness for equipment only where necessary to equal the thickness of angels or other structural members to make a smooth exterior surface.

2.03 ADHESIVE, SEALANTS, AND COATING COMPOUND:

- A. Adhesive for Securing Insulation to Metal Surfaces and Vapor Barrier Lap Adhesive: ASTM C 916, Type I, (and adhesive in which the vehicle is nonflammable in the liquid state and which will pass the burning test).
- B. Mineral Fiber Insulation Cement: ASTM C 195, thermal conductivity 0.85 maximum at 200 degrees F. mean when tested per ASTM C 177.
- C. Vapor Barrier Coatings: Manufacturer's recommendation for indoor on surface temperature of 60 degrees and above, color white.
- D. Flexible Unicellular Insulation Adhesive: Compatible with the Insulation.
- E. Finishing Cement: ASTM C 449.

2.04 ACCESSORIES:

- A. Staples: ASTM A 167, Type 304 or 316 stainless steel, outside-clinch type.
- B. Insulation Bands: 3/4-inch wide: 0.20-inch aluminum.
- C. Glass Cloth and Tape: Tape shall be 4-inch wide rolls, shall be 405 ounces per square yard. Open weave glass membrane may be used in lieu of glass cloth.
- D. Wire: Soft annealed stainless steel, 0.047-inch nominal diameter.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Do not insulate materials until all system tests have been completed and surfaces to be insulated have been cleaned of dirt, rust, and scale and dried. Insulate return ducts, outside air intakes and supply ducts to the room outlets, exhaust ducts, flexible run outs, plenums, casings, mixing boxes, filter boxes, coils, fans, and the portion of air terminals not in the conditioned spaces. Ensure full range of motion of equipment actuators. Modify insulation to avoid obstruction with valve handle, safety relief, etc. Insulation shall be continuous through sleeves, wall and ceiling openings, except at fire dampers in duct systems. Extend all surface finishes to protect all surfaces, ends, and raw edges of insulation. Apply coatings and adhesives at the manufacturer's recommended coverage per gallon. Individually insulate piping and ductwork. Provide a moisture and vapor seal where insulation terminates against metal hangers, anchors and other projections through the insulation on surfaces for which a vapor seal is specified. Keep insulation dry during the application of any finish. Bevel and seal the edges of exposed insulation. Unless otherwise indicated, do not insulate the following:
1. Adjacent insulation.
 2. ASME stamps.
 3. Equipment name plates.

3.02 PIPING INSULATION:

- A. General: Insulation shall be continuous through sleeves, wall and ceiling openings. Extend all surface finishes to protect all surfaces, ends, and raw edges of insulation. Provide a moisture and vapor seal where insulation terminates against metal hangers, anchors and other projections through the insulation on surfaces for which a vapor seal is specified. Bevel and seal the edges of exposed insulation.
- B. Glass Fiber Pipe Insulation: Place sections of glass fiber pipe insulation around the pipe and joints tightly butted into place. Secure jacket with fire resistant adhesive or factory applied self-sealing lap. Cover circumferential joints with butt strips, not less than 3-inches wide, of material identical to the jacket material. Overlap longitudinal laps of jacket material not less than 1-1/2 inches. When a vapor barrier jacket is required, as indicated in TABLE I, or on the ends of section of insulation that butt against flanges, unions, valves, and fittings, and joints, use a vapor-barrier coating. Apply this vapor barrier coating at all longitudinal and circumferential laps. At penetrations by pressure gauges and thermometers, fill the voids with the vapor barrier coating. Seal with a brush coat of the same coating.
- C. Flexible Unicellular Insulation: Bond cuts, butt joints, ends, and longitudinal joints with adhesive. Miter 90-degree turns and elbows, tees, and valve insulation. Where pipes penetrate fire walls, provide mineral-fiber insulation inserts and sheet-metal sleeves. Insulate flanges, unions, valves, and fittings in accordance with manufacturer's published instructions. Apply two coats of vinyl lacquer finish to flexible unicellular insulation in outside locations.
- D. Hangers and Anchors: Pipe insulation shall be continuous through pipe hangers. Where pipe is supported by the insulation, provide MSS SP-58, Type 40 galvanized steel shields or MSS SP-58, Type 39 protection saddles conforming to MSS SP-69. Where shields are used on pipes 2 inches and larger, provide insulation inserts at points of hangers and supports. Vapor seal insulation around anchors. Insulation inserts shall be of calcium silicate, cellular glass (minimum 8 pcf), molded glass fiber (minimum 8 pcf), or other approved material of the same thickness as adjacent insulation. Inserts

shall have sufficient compressive strength to support the pipe without compressing the inserts to a thickness less than the adjacent insulation. Insulation inserts shall cover the bottom half of the pipe circumference 180 degrees and be not less in length than the protection shield. Vapor-barrier facing of the insert shall be of the same material as the facing on the adjacent insulation. Where protection saddles are used, fill all voids with the same insulation material as used on the adjacent pipe

- E. Sleeves: Where penetrating interior walls, extend a metal jacket 2 inches out on either side of the wall and secure on each end with a band. Where penetrating floors, extend a metal jacket from a point below the back-up material to a point 10 inches above the floor with one band at the floor and one not more than one inch from end of metal jacket. Where penetrating exterior walls, extend the metal jackets through the sleeve to a point 2-inches beyond the interior surface of the wall.
- F. Flanges, Unions, Valves and Fittings Insulation for Piping: Factory fabricated removable and reusable insulation covers may be used. For heating hot water, outdoor condenser piping; exposed water piping, place factory premolded, precut or field-fabricated segmented insulation of the same thickness and conductivity as the adjoining pipe insulation around the flange, union, valve, and fitting abutting the adjoining pipe insulation. Elbows insulated using segments shall have not less than three segments per elbow. Place and joint the segments with manufacturer's recommended water vapor resistant, fire retardant, and adhesive appropriate for the temperature limit of the service. Upon completion of installation of insulation, apply two coats of lagging adhesive with glass tape embedded between coats. Where unions are indicated not to be insulated, taper the insulation to the union at a 45 degree angle. Coat the insulation and all-purpose jacket with two coats lagging adhesive and with glass tape embedded between coats. Factory pre-mold one-piece PVC fitting covers may be used in lieu of two coats of adhesive with tape embedded between coats. Factory premolded field-fabricated segment or blanket insert insulation shall be used under the fitting covers. Install factory premolded one-piece PVC fitting covers over the insulation and secure by stapling, taping with PVC vapor barrier tape, or with metal or plastic tacks made for securing PVC fitting covers.

3.03 EQUIPMENT INSULATION:

- A. General Procedures: Apply equipment insulation suitable for temperature and service in rigid block or semi-rigid board or flexible form to fit as closely as possible to equipment. Stagger end joints where possible. Bevel the edges of the insulation for cylindrical surfaces to provide tight joints. Join sections of cellular glass insulation with bedding compound. After the cellular glass insulation is in place on areas to be insulated, except where metal-encased, fill joints, seams, chipped edges, or depressions with bedding compound to form a smooth surface. Fill mineral fiber joints with insulating cement conforming to ASTM C 195. Bevel insulation around name plates, ASME Stamp, and access plates. For insulation on equipment that must be opened periodically for inspection, cleaning, or repair, construct insulation to be removable and replaceable without damage. Protect exposed insulation corners with corner angles under wires and bands.
- B. Pumps: Insulate pumps used for chilled water with 2-inch thick rigid mineral fiber insulation as follows:
 - 1. Insulate pumps by forming a box around the pump housing, drive shaft, and piping. Apply insulation to inside surfaces of 20-gauge stainless steel sheet-metal boxes having openings for drive shaft and pipes. Construct the box by forming the bottom and sides using joints which do not leave raw ends of insulation exposed. Band

bottom and sides to form a rigid housing that does not rest on the pump. Between top cover and sides, fit joints tightly forming a female shiplap joint on the side pieces and a male joint on the top cover to make the top cover removable. Secure insulation to the box with adhesive. Allow clearance for draining and adjustment of pump shaft seal.

<u>TABLE 1</u>					
<u>INSULATION MATERIAL FOR PIPING</u>					
<u>SERVICE</u>	<u>MATERIAL</u>	<u>SPECIFICATION</u>	<u>TYPE</u>	<u>CLASS</u>	<u>VAPOR BARRIER REQUIRED</u>
Heating Piping	Flexible Unicellular	ASTM C 434	I or II	1	No
Exposed Condenser Piping And Domestic Water	Flexible Unicellular	ASTM C 534	I or II		No

TABLE 2
INSULATION SIZES FOR PIPING

<u>SERVICE</u>	<u>MATERIAL</u>	$\frac{1}{4}$ "	$\frac{1}{2}$ "	<u>4" - UP</u>
	Flexible Unicellular	$\frac{1}{4}$ "	$\frac{1}{2}$ "	N/A
Exposed Condenser Piping	Flexible Unicellular	$\frac{3}{4}$ "	$\frac{3}{4}$ "	$\frac{1}{2}$ "

END OF SECTION

SECTION 15400
PLUMBING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS:

- A. Section 15000 - Mechanical General Requirements and Section 15100 - Basic Materials and Methods, with modifications and additions specified herein, apply to the work specified in this Section.

1.02 SECTION INCLUDES:

- A. Domestic Water Piping System.

1.03 SUBMITTALS:

- A. Submit product data and shop drawings under provisions of Section 15000.
- B. Include component sizes, rough-in requirements, service sizes, trim, and finishes.
- C. Include certificate of compliance of pipe, fittings, and valves.

1.04 QUALITY ASSURANCE:

- A. Welders' Certification: In conformance with AWS D1.1.
- B. For each product, provide components by same manufacturer throughout

PART 2 - PRODUCTS

2.01 SOIL, WASTE, DRAIN, AND VENT PIPING:

- A. Waste, Drain and Vent Piping:
 - 1. Polyvinyl Chloride (PVC) pipe and fittings shall be manufactured from PVC compound with a cell class of 12454 per ASTM D-1784 and conform with National Sanitation Foundation (NSF) standard 14. Pipe shall be iron pipe size (IPS) conforming to ASTM D-1785 and ASTM D-2665. Fittings shall conform to ASTM D-2665. All pipe and fittings to be produced by a single manufacturer and to be installed in accordance with manufacturer's recommendations and local code requirements. Solvent cements shall conform to ASTM D-2564; primer shall conform to ASTM F-656

2.02 WATER SERVICE:

- A. Piping Materials:
 - 1. Polyvinyl Chloride (PVC) schedule 40 pipe conforming to ASTM D 1785 or D 2241, SDR for not less than 160 psig pressure rating, with PVC fittings conforming to ASTM D 2466 and with solvent welded joints conforming to ASTM D 2855. Each length of pipe shall be stamped with approval of National Sanitation Foundation and Underwriters Laboratories, Inc. for transportation potable water.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. General: Installation of plumbing systems including fixtures, equipment, materials, and

workmanship shall be in accordance with all local plumbing, building, and fire code requirements.

3.02 PREPARATION:

- A. Review millwork shop drawings. Confirm location and size of fixtures and openings before rough-in and installation.
- B. Verify adjacent construction is ready to receive rough-in work of this Section.

3.03 INSTALLATION:

- A. Install water heaters in accordance with manufacturer's instructions and to AGA NFPA requirements. Coordinate with plumbing piping and related gas venting work to achieve a satisfactory operating system.

END OF SECTION

SECTION 15600
HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Section 15000 - Mechanical General Requirements, with modifications and additions specified herein, apply to the work specified in this Section.

1.2 SECTION INCLUDES:

- 1. Fluid Cooler
- 2. Boiler

1.3 SUBMITTALS:

- A. Submit product data and shop drawings under provisions of Section 15000.
- B. Submit manufacturer's installation instruction.

PART 2 – PRODUCTS

1.1 FLUID COOLER

A. WARRANTY

- 1. Submit a written warranty executed by the manufacturer, agreeing to repair or replace components of the unit that fail in materials and workmanship within the specified warranty period.
- 2. The Entire Unit shall have a comprehensive five (5) year warranty against defects in materials and workmanship from date of shipment.

B. HEAT TRANSFER COIL

Coil shall be elliptical tubes of prime surface steel, encased in steel framework with entire assembly hot-dip galvanized after fabrication. The coil assembly shall be designed with sloping tubes for liquid drainage and air pressure tested to 390 psig air under water. Coil shall be *in* compliance with ASME/ANSI 831.5.

C. PUMP

- 1. Unit shall have EISA close-coupled centrifugal pump with

mechanical seal. The pump shall be installed in a vertical position so that water will drain from the pump when the cold water basin is emptied. Pump motor shall be totally enclosed with protective canopy for outdoor operation.

D. Bleed-off

1. Unit shall have a waste water bleed line with a manual adjustable valve provided.

E. Air Inlet Screens

1. Protective screens shall be provided over air inlet

F. Make up Float Valve Assembly

1. Make up float assembly shall be a mechanical brass valve with an adjustable plastic float.

G. Pan Strainer

1. Pan Strainer(s) shall be all Type 304 Stainless Steel construction with large area removable perforated screens.

H. Pipe Connection Type

1. Any connections provided with a Groove (GVD) or Beveled for Welding/Grooved (BFW/GVD) shall conform to standard groove specification (SGS).

I MOTORS AND DRIVES

1. Fan Motor

Fan motor(s) shall be totally enclosed, ball bearing type electric motor(s) suitable for moist air service. Motor(s) are Premium Efficient, Class F insulated, 1.15 service factor design. Inverter rated per NEMA MG1 Part 31.4.4.2 and suitable for variable torque applications and constant torque speed range with properly sized and adjusted variable frequency drives.

Fan motor(s) shall include strip-type space heaters with separate leads brought to the motor conduit box.

2. Fan Drive

The fan drive shall be V-belt type with QD tapered bushings designed for 150% of the motor nameplate power. The belt material shall be neoprene reinforced with polyester cord and specifically designed for evaporative equipment service. Belt

adjustment shall be accomplished from the exterior of the unit.

3. Fan Shaft

Fan shaft shall be tubular, ground and polished steel with forged bearing journals. Exposed surface shall be coated with rust preventative.

4. Fan Shaft Bearings

Fan Shaft Bearings shall be heavy-duty, self-aligning ball type bearings with extended lubrication lines to grease fittings located on exterior of unit.

I. MAINTENANCE ACCESS

1. Fan Section

Fan screens shall be removable for fan motor and drive access at grade.

2. Basin Section

Circular access door shall be located above the basin to allow for easy access to pan interior

5. ACCESSORIES

1. Basin Heater Package

Cold water basin shall be fitted with copper element, electric immersion heater(s) with a separate thermostat and low water protection device. Heaters shall be selected to maintain +40° F pan water at 0° F ambient temperature .

Electric immersion heater package shall include a factory-supplied NEMA 4x enclosure containing a magnetic contactor with 120 VAC control circuit, transformer, and main power disconnect. Control package wired by others.

2.2 BOILER

A. HEAT EXCHANGER WARRANTY

1. Limited one-year parts warranty
2. Limited twenty-year thermal shock warranty
3. Limited five-year warranty from date of installation

B. MANUFACTURER

Raypak, Inc., Lochinvaar

C. General

1. The pool heater(s) shall be fired with natural gas at a rated input of 750,000 BTU/hr.
2. The pool heater(s) shall be CSA-tested and certified with a minimum thermal efficiency of 83.1% at full fire.
3. The pool heater(s) shall be ASME inspected and HLW-stamped and National Board Registered for 160 PSIG working pressure, complete with a Manufacturer's Data Report.
4. The pool heater(s) shall have a floor loading of 65 lbs. /square foot or less.

D. Heat Exchanger

1. The heat exchanger shall be of a single-bank, horizontal-grid design with eight integral cupro- nickel finned tubes, each end of which is rolled into an ASME boiler-quality steel tube sheet.
2. The heat exchanger shall be sealed to 160 PSIG-rated bronze headers with high-temperature silicone "O"-rings.
3. The low water volume heat exchanger shall be explosion-proof on the water side.
4. The headers shall be secured to the tube sheet by stud bolts with flange nuts to permit inspection and maintenance without removal of external piping connections. The heat exchanger shall incorporate "V" baffles between the tubes to ensure complete contact of the external tube surfaces with the products of combustion.
5. The pool heater(s) shall be capable of operating at inlet water temperatures as low as 105°F without condensation.
6. The pool heater(s) shall be designed to accommodate field changes of either left- or right- hand plumbing and electrical while leaving the tube bundle in place.

E. Burners

1. The combustion chamber shall be of the sealed combustion type.
2. The tubular burners shall have multiport radial gas orifices, punched ports and slots, be capable of quiet ignition and extinction without flashback at the orifice, and be manufactured from corrosion-resistant titanium-stabilized stainless steel with low coefficient of expansion.
3. The burners will be supplied with a fan-assisted, clean-burning, and highly efficient fuel-air mixture.

F. Ignition Control System

1. The pool heater(s) shall be equipped with a 100% safety shutdown.
2. The ignition shall be Hot Surface Ignition (HSI) type with full flame rectification by remote sensing separate from the ignition source, with a three-try-for-ignition sequence (single-try optional), to ensure consistent operation.
3. The igniter will be located away from the water inlet to protect the device from condensation during start-up.
4. The ignition control module shall include an LED that indicates fif-

teen (15) individual diagnostic flash codes and transmits any fault codes to the 3-1/2" LCD display.

5. Two external viewing ports shall be provided, permitting visual observation of burner operation.

G. Gas Train

1. The pool heater(s) shall have a firing/leak test valve and pressure test valve as required by CSD-1.
2. The pool heater(s) shall have dual-seated main gas valve(s).
3. Gas control trains shall have a redundant safety shut-off feature, main gas regulator, shutoff cock and plugged pressure tapping to meet the requirements of ANSI Z21.56/CSA 4.7.

H. Pool Heater Control

1. The following safety controls shall be provided:
 - a. Fixed high limit control with manual-reset
 - b. Flow switch, mounted and wired
 - c. 125 PSIG ASME pressure relief valve, piped by the installer to an approved drain
 - d. Temperature and pressure gauge
2. The pool heater shall be equipped with the following:
 - a. VERSA IC[®] modulating temperature controller with a 3-1/2" LCD display
 - b. Three (3) adjustable energy-saving pump control relays (heater, system, indirect DHW)
 - c. Freeze protection
 - d. Four (4) water sensors included (inlet and outlet factory-mounted and wired; system sensor and return sensor is loose)

I. Firing Mode

1. For all models, provide on/off control of the gas input to the pool heater.

J. Pool Heater Diagnostics

- a. Provide external LED panel displaying the following water heater status/faults:
 - a. Power on – Green
 - b. Call for heat – Amber
 - c. Burner firing – Blue
 - d. Service – Red
- b. Provide monitoring of all safeties, internal/external interlocks with fault display by a 3-1/2 in. LCD display:
 - a. System status
 - b. Ignition failure
 - c. False flame
 - d. Ignition proving current (HSI)
 - e. Field Interlock
 - f. Air pressure switch
 - g. Low 24 VAC
 - h. Manual-reset high limit
 - i. Blocked vent
 - j. Controller alarm

- k. Flow switch fault
 - l. Sensor failure
 - i. Inlet sensor (open or short)
 - ii. Outlet sensor (open or short)
 - iii. System sensor (open or short)
 - iv. High limit sensor (open or short)
 - m. Internal control fault
 - n. ID card fault
 - o. Cascade communications error
 - p. Optional Controls
 - a. Low water cut-off - factory installed
 - b. Low gas pressure switch – factory installed
 - c. Controller alarm - factory installed
 - d. Cold Water Run - factory installed with injection pump and controls
 - c. A central point wiring board with diagnostic LED's indicating the status of each relay.
 - d. Provide ignition module indicating the following flash codes by LED signal and displayed on LCD display:
 - a. 1 flash – Low air pressure
 - b. 2 flashes – Flame in the combustion chamber w/o CFH
 - c. 3 flashes – Ignition lock-out (flame failure)
 - d. 4 flashes – Low hot surface igniter current
 - e. 5 flashes – Low 24 VAC
 - f. 6 flashes – Vent temperature fault (not used)
 - g. 7 flashes – Hi-limit fault
 - h. 8 flashes – Sensor fault
 - i. 9 flashes – Low gas pressure fault
 - j. 10 flashes – Water pressure fault (not used)
 - k. 11 flashes – Blower speed fault (not used)
 - l. 12 flashes – Low water cut off
 - m. 13 flashes – Hi-temperature Delta-T
 - n. 14 flashes – Ft-bus communication fault
 - o. 15 flashes – General safety fault
- K. Combustion Chamber: The lightweight, high-temperature, multi-piece, interlocking ceramic fiber combustion chamber liner shall be sealed to reduce standby radiation losses, reducing jacket losses and increasing unit efficiency.
- L. Cabinet
- a. The corrosion-resistant galvanized steel jackets shall be finished with a baked-on epoxy powder coat which is suitable for outdoor installation, applied prior to assembly for complete coverage, and shall incorporate louvers in the outer panels to divert air past heated surfaces.
 - b. The pool heater(s), if located on a combustible floor, shall not require a separate combustible floor base.
 - c. The pool heater(s) shall have the option of venting the flue products either through the top or the back of the unit.
 - d. Combustion air intake shall be on the left side of the cabinet (standard), right side

optional.

M. Pool Heater Pump - Refer to Equipment Schedule

N. Cold Water Run System

- a. The pool heater(s) shall be configured with a Cold Water Run automatic proportional by-pass system that ensures the pool heater will experience inlet temperatures in excess of 105°F in less than 7-minutes to avoid damaging condensation. The unit can automatically shut down if the inlet temperature is not achieved within the 7-minute time frame.
- b. The Cold Water Run system shall be configured with a variable-speed pump that is controlled by the VERSA IC[®] software that injects the correct amount of cold water directly into the pool heater loop to maintain a minimum inlet temperature. The factory-installed pool heater inlet temperature sensor shall be utilized for the cold water run system.
- c. The control shall have a temperature setting adjustment located in the Setup menu of the VERSA IC[®]. The inlet temperature range shall be 105°F to 120°F. The PID logic shall be capable of limiting system overshoot to a maximum of 10°F on initial start-up or call-for-heat.
- d. The Cold Water Run system shall be completely wired and mounted at the factory.
- e. The control shall have alarm contacts.

O. Low Gas Supply Pressure Manifold

- a. The pool heater(s) shall be CSA-certified for full-input operation down to 4.0" W.C. dynamic inlet natural gas supply pressure.

P. TruSeal[®] Direct Vent

- a. The pool heater(s) shall meet safety standards for direct vent equipment as noted by the 2006 UMC, section 1107.6, ASHRAE 15-1994, section 8.13.6, and ANSI Z21.56/CSA 4.7.

Q. POOL HEATER OPERATING CONTROL

1. Each pool heater shall have the ability to receive a 0-10 VDC signal from a Central Energy Management and Direct Drive Control System (EMCS) to vary the setpoint control. Each heater shall have an alarm contact for connection to a central EMCS system.
2. Each pool heater shall be equipped with Modbus communications compatibility with up to one hundred forty-six (146) points of data available.
3. B-85 Gateway – BACnet MS/TP, BACnet IP, N2 Metasys or Modbus TCP (optional – please specify shipped loose or factory-installed)
4. The control shall have the ability to provide cascade control of up to 8 heaters as a single system via 2-wire communication.

R. SOURCE QUALITY CONTROL

1. The pool heater(s) shall be completely assembled, wired, and fire-tested prior to shipment from the factory.
2. The pool heater(s) shall be furnished with the sales order, ASME Manufac-

turer's Data Report, inspection sheet, wiring diagram, rating plate and Installation and Operating Manual.

S. INSTALLATION

1. Must comply with:
 - a. Local, state, provincial, and national codes, laws, regulations and ordinances
 - b. National Fuel Gas Code, ANSI Z223.1/NFPA 54 – latest edition
 - c. National Electrical Code, ANSI/NFPA 70 – latest edition
 - d. Standard for Controls and Safety Devices for Automatically-Fired Boilers, ANSI/ASME CSD-1, when required
 - e. Canada only: CAN/CSA B149 Installation Code and CSA C22.1 CEC Part I
 - f. Manufacturer's installation instructions, including required service clearances and venting guidelines
2. Manufacturer's representative to verify proper and complete installation.

T. START-UP

1. Shall be performed by Raypak factory-trained personnel.
2. Test during operation and adjust if necessary:
 - a. Safeties (2.2 - F)
 - b. Operating Controls (2.3)
 - c. Static and full load gas supply pressure
 - d. Gas manifold and blower air pressure
3. Submit copy of start-up report to Architect and Engineer.

U. TRAINING

1. Provide factory-authorized service representative to train maintenance personnel on procedures and schedules related to start-up, shut-down, troubleshooting, servicing, and preventive maintenance.
2. Schedule training at least seven (7) days in advance.

PART 3 INSTALLATION:

- A. Install equipment in accordance with manufacturer's installation instruction.
 - B. Coordinate installation with architectural, structural, mechanical, and electrical work.
 - C. Pipe condensate drains to existing waste.
 - D. Clean and flush system before placing in operation.
 - E. Verify that the proper utilities are connected and ready for use before operation of equipment.
- 3.1 MANUFACTURER'S FIELD AND START-UP SERVICE:
- A. Cooling tower
 - B. Boiler

END OF SECTION

SECTION 15700
HEATING AND AIR CONDITIONING PIPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Section 15000 - Mechanical General Requirements, with modifications and additions specified herein, apply to the work specified in this Section.

1.02 SECTION INCLUDES:

- A. Drain, Vent, and Overflow Piping.
- B. Condenser water Piping

1.03 SUBMITTALS:

- A. Submit product data and shop drawings under provisions of Section 15000.
- B. Submit certification of pipe conformance to Specification.
- C. Submit well installers qualifications.

PART 2 - PRODUCTS

2.01 HYDRONIC PIPING

A. Condenser Water Piping

1. Piping Up to 2”:

- a) Tubing: Hard drawn type L copper conforming to ASTM B88.
- b) Fittings: Wrought copper fittings conforming to ASTM B16.22 or cast brass fittings conforming to ANSI B16.18.
- c) Joints: Grade 95TA soldered joints conforming to ASTM B 32 or brazed joints conforming to AWS A5.8.

2. 2” and Above:

General: The existing piping is a black fusion welded HDPE 17 pipe (verify). As the project will tie into the piping on first floor a fused flange will be required or reliable mechanical fitting to adapt to new piping. New piping permitted will be copper, Aquatherm, or equal. Use Aquatherm suitable for 105 gpm and 4ft/100 linear ft pressure drop which may equate to 4” Aquatherm due to wall thickness of Aquatherm MF RP SDR 9 blue pipe. A 3” inside diameter minimum required. Provide all fittings, fusion equipment, coordination with controls and chemical feed companies is a must for the right connections. Use UV resistant paint (white) on all exposed HDPE piping.

- 2.02 DRAIN, VENT, AND OVERFLOW PIPING: Materials: Schedule 40 PVC or copper tubing, Type L, conforming to ASTM B 88 with cast-brass or wrought-copper sweat joint fittings. Drains at air handling units shall be provided with water seals, depth equal to the total static pressure of the blower, constructed of two tees and an appropriate U-bend with open end of

each tee plugged. Pipe and equipment drains with valves shall provide complete draining of all systems. Pipe to nearest open-sight drain, floor drain, wet vent, or as indicated on drawings.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. General: Piping shall comply with the general piping installation specified in Section 15100, Basic Materials and Methods.
- B. Install specialties in accordance with manufacturer's instructions to permit intended performance.
- C. Support tanks inside building from building structure.
- D. Provide automatic air vents at all high points of system, use cock to allow vent removal.
- E. Provide valved drain and hose connections on all strainers and riser low points.
- F. Support pump fittings and floor mounted pipe and flange supports.
- G. Provide relief and safety valves on all pressure tanks, make up assemblies, heat exchangers, and expansion tanks. Select relief valves above operating pressure. Pipe to nearest floor drain or safe exterior location.
- H. Provide spring loaded check valve on each and every pump discharge.
- I. Dry refrigerant systems per manufacturers direction. Purge all systems with inert gas similar to nitrogen prior to pulling vacuum and charging system.

END OF SECTION

SECTION 15900
DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. System description.
- B. Operator interface.
- C. Controllers.
- D. Power supplies and line filtering.
- E. System software.
- F. Controller software.
- G. HVAC control programs.

1.02 REFERENCE STANDARDS

- A. ASHRAE Std 135 - A Data Communication Protocol for Building Automation and Control Networks 2020, with Errata and Amendments (2022).
- B. Bluetooth CS - Bluetooth Core Specification 2016, Addendum 2017.
- C. IEEE 802.11 - IEEE Standard for Information Technology--Telecommunications and Information Exchange between Systems - Local and Metropolitan Area Networks--Specific Requirements - Part 11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) Specifications 2020, with Amendment (2021).
- D. MIL-STD-810 - Environmental Engineering Considerations and Laboratory Tests 2019h.
- E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL (DIR) - Online Certifications Directory Current Edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

1.04 SUBMITTALS

- A. Product Data: Provide data for each system component.
- B. Shop Drawings:
 - 1. Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
 - 2. List connected data points, including connected control unit and input device.
 - 3. Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations.
 - 4. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
 - 5. Indicate description and sequence of operation of operating, user, and application software.
- C. Manufacturer's Instructions: Indicate manufacturer's installation instructions for all manufactured components.
- D. Project Record Documents: Record actual locations of control components, including control units, thermostats, and sensors.
 - 1. Revise shop drawings to reflect actual installation and operating sequences.
 - 2. Include submittals data in final "Record Documents" form.
- E. Operation and Maintenance Data:

1. Include interconnection wiring diagrams complete field installed systems with identified and numbered, system components and devices.
 2. Include keyboard illustrations and step-by-step procedures indexed for each operator function.
 3. Include inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
- F. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of the type specified and with minimum three years of documented experience and approved by manufacturer.
- D. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for purpose specified and indicated.

1.06 WARRANTY

- A. Correct defective Work within a one-year period after Substantial Completion.
- B. Provide two-year manufacturer's warranty for field programmable micro-processor based units.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Powers of Mississippi
- B. Approved equal

2.02 EXISTING OPERATOR INTERFACE

- A. The existing Interface is a Siemens Desigo Bacnet:
- B. Workstation, controllers, and control backbone to communicate using BACnet protocol and addressing.
- C. BACnet protocol to comply with ASHRAE Std 135.
 - 1) Summary.
 - 2) Schedule.
 - 3) Trend.
 - b. Provide the capability to view in text list-based format.
 - c. Minimum Functionality:
 - 1) Set point adjustment.
 - 2) Alarm acknowledgement.
 - 3) Scheduling.

2.03 CONTROLLERS

- A. Building Controllers:
 1. General:
 - a. Manage global strategies by one or more, independent, standalone, microprocessor based controllers.
 - b. Provide sufficient memory to support controller's operating system, database, and programming requirements.
 - c. Share data between networked controllers.
 - d. Controller operating system manages input and output communication signals allowing distributed controllers to share real and virtual object information and allowing for central monitoring and alarms.

- e. Utilize real-time clock for scheduling.
 - f. Continuously check processor status and memory circuits for abnormal operation.
 - g. Controller to assume predetermined failure mode and generate alarm notification upon detection of abnormal operation.
 - h. Communication with other network devices to be based on assigned protocol.
2. Communication:
 - a. Controller to reside on a BACnet network using ISO 8802-3 (ETHERNET) Data Link/Physical layer protocol.
 - b. Perform routing when connected to a network of custom application and application specific controllers.
 - c. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
 3. External Input-Output (I-O) Data Bus:
 - a. Input only modules.
 - b. Variable frequency drives (VFD's).
 - c. Universal I-O module (configurable).
 - d. Access control module for single door.
 - e. Specific wired and wireless data integration modules.
 - f. Multiple Input Output (I-O) Module:
 - 1) IAQ: Temperature, humidity, and CO2.
 - 2) Audio: Microphone, tone generator, and speaker.
 - 3) Input and output terminals to monitor or control local devices.
 - 4) Occupancy: Light and thermal sensing with multi-colored LED feedback.
 - 5) Wireless interfaced using Bluetooth per Bluetooth CS or Wi-Fi per IEEE 802.11abgn.
 4. Anticipated Environmental Ambient Conditions:
 - a. Outdoors and/or in Wet Ambient Conditions:
 - 1) Mount within waterproof enclosures.
 - 2) Rated for operation at 40 to 150 degrees F (4 to 65 degrees C).
 - b. Conditioned Space:
 - 1) Mount within dustproof enclosures.
 - 2) Rated for operation at 32 to 120 degrees F (0 to 50 degrees C).
 5. Provisions for Serviceability:
 - a. Diagnostic LEDs for power, communication, and processor.
 - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.
 6. Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
 7. Power and Noise Immunity:
 - a. Maintain operation at 90 to 110 percent of nominal voltage rating.
 - b. Perform orderly shutdown below 80 percent of nominal voltage.
 - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W. at 3 feet (1 m).

2.04 SYSTEM GRAPHICS

1. System Graphics:
 - a. Allow up to 10 graphic screens, simultaneously displayed for comparison and monitoring of system status.
 - b. Animation displayed by shifting image files based on object status.
 - c. Provide method for operator with password to perform the following:
 - 1) Move between, change size, and change location of graphic displays.
 - 2) Modify on-line.
 - 3) Add, delete, or change dynamic objects consisting of:

- (a) Analog and binary values.
 - (b) Dynamic text.
 - (c) Static text.
 - (d) Animation files.
- 2. Custom Graphics Generation Package:
 - a. Create, modify, and save graphic files and visio format graphics in PCX formats.
 - b. HTML graphics to support web browser compatible formats.
 - c. Capture or convert graphics from AutoCAD.
- 3. Standard HVAC Graphics Library:
 - a. HVAC Equipment:
 - 1) Boilers.
 - 2) Water Source Heat Pumps.
 - 3) Cooling Towers
 - 4) Heat Exchangers
 - b. Ancillary Equipment:
 - 1) Fans.
 - 2) Pumps.
 - 3) Coils.
 - 4) Valves.
 - 5) Piping.
 - c. File Format Compatible with Graphics Generation Package Program.
- B. New controller System Applications:
 - 1. Alarm Processing:
 - a. All system objects are configurable to "alarm in" and "alarm out" of normal state.
 - b. Configurable Objects:
 - 1) Alarm limits.
 - 2) Alarm limit differentials.
 - 3) States.
 - 4) Reactions for each object.
 - 2. Alarm Messages:
 - a. Descriptor: English language.
 - b. Recognizable Features:
 - 1) Source.
 - 2) Location.
 - 3) Nature.
 - 3. Configurable Alarm Reactions by Workstation and Time of Day:
 - a. Logging.
 - b. Printing.
 - c. Starting programs.
 - d. Displaying messages.
 - e. Dialing out to remote locations.
 - f. Paging.
 - g. Providing audible annunciation.
 - h. Displaying specific system graphics.
 - 4. Custom Trend Logs:
 - a. Definable for any data object in the system including interval, start time, and stop time.
 - b. Trend Data:
 - 1) Sampled and stored on the building controller panel.
 - 2) Archivable on hard disk.
 - 3) Retrievable for use in reports, spreadsheets and standard database programs.

- 4) Archival on LAN accessible storage media including hard disk, tape, Raid array drive, and virtual cloud environment.
 - 5) Protected and encrypted format to prevent manipulation, or editing of historical data and event logs.
5. Alarm and Event Log:
 - a. View all system alarms and change of states from any system location.
 - b. Events listed chronologically.
 - c. Operator with proper security acknowledges and clears alarms.
 - d. Alarms not cleared by operator are archived to the workstation hard disk.
 6. Object, Property Status and Control:
 - a. Provide a method to view, edit if applicable, the status of any object and property in the system.
 - b. Status Available by the Following Methods:
 - 1) Menu.
 - 2) Graphics.
 - 3) Custom Programs.
 7. Reports and Logs:
 - a. Reporting Package:
 - 1) Allows operator to select, modify, or create reports.
 - 2) Definable as to data content, format, interval, and date.
 - 3) Archivable to hard disk.
 - b. Real-time logs available by type or status such as alarm, lockout, normal, etc.
 - c. Stored on hard disk and readily accessible by standard software applications, including spreadsheets and word processing.
 - d. Set to be printed on operator command or specific time(s).
 8. Reports:
 - a. Standard:
 - 1) Objects with current values.
 - 2) Current alarms not locked out.
 - 3) Disabled and overridden objects, points and SNVTs.
 - 4) Objects in manual or automatic alarm lockout.
 - 5) Objects in alarm lockout currently in alarm.
 - 6) Logs:
 - (a) Alarm History.
 - (b) System messages.
 - (c) System events.
 - (d) Trends.
 - b. Custom:
 - 1) Daily.
 - 2) Weekly.
 - 3) Monthly.
 - 4) Annual.
 - 5) Time and date stamped.
 - 6) Title.
 - 7) Facility name.

2.05 CONTROLLER SOFTWARE

- A. All applications reside and operate in the system controllers and editing of all applications occurs at the operator workstation.
- B. System Security:
 1. User access secured via user passwords and user names.
 2. Passwords restrict user to the objects, applications, and system functions as assigned by the system manager.

3. User Log On/Log Off attempts are recorded.
 4. Automatic Log Off occurs following the last keystroke after a user defined delay time.
- C. Object or Object Group Scheduling:
1. Weekly Schedules Based on Separate, Daily Schedules:
 - a. Include start, stop, optimal stop, and night economizer.
 - b. 10 events maximum per schedule.
 - c. Start/stop times adjustable for each group object.
 2. Exception Schedules:
 - a. Based on any day of the year.
 - b. Defined up to one year in advance.
 - c. Automatically discarded and replaced with standard schedule for that day of the week upon execution.
 3. Holiday or Special Schedules:
 - a. Capability to define up to 99 schedules.
 - b. Repeated annually.
 - c. Length of each period is operator defined.
- D. Provide standard application for equipment coordination and grouping based on function and location to be used for scheduling and other applications.
- E. Alarms:
1. Binary object is set to alarm based on the operator specified state.
 2. Analog object to have high/low alarm limits.
 3. All alarming is capable of being automatically and manually disabled.
 4. Alarm Reporting:
 - a. Operator determines action to be taken for alarm event.
 - b. Alarms to be routed to appropriate workstation.
 - c. Reporting Options:
 - 1) Start programs.
 - 2) Print.
 - 3) Logged.
 - 4) Custom messaging.
 - 5) Graphical displays.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that field end devices, wiring, and devices are in good working order prior to installation proceeding. Document any items of concern.

3.02 INSTALLATION

- A. Install control units and other hardware at or close to the same locations as existing controllers
- B. Implement all features of the database, programming, and sequences of the current system.
- C. Provide conduit controls in conduit where exposed to damage and in plenum above lay in ceilings.

3.03 MANUFACTURER'S FIELD SERVICES

- A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.
- B. Provide service engineer to instruct Owner's representative in operation of systems plant and equipment after each building is completed.

- C. Provide basic operator training for 2 persons on data display, alarm and status descriptors, requesting data, execution of commands and request of logs. Include a minimum of 8 hours dedicated instructor time at each campus. Provide training on site.

3.04 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate complete and operating system to Owner.

3.05 MAINTENANCE

- A. Provide service and maintenance of energy management and control systems for two years from Date of Substantial Completion.
- B. Provide two complete inspections per year, one in each season, to inspect, calibrate, and adjust controls as required, and submit written reports.
- C. Provide complete service of systems, including call backs. Make minimum of 2 complete normal inspections of approximately 4 hours duration in addition to normal service calls to inspect, calibrate, and adjust controls, and submit written reports.

END OF SECTION