

**Bid Number: IFB 20-044/YS**

# **Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur**

**525 Lakeshore Drive - Port Arthur, TX 77640**



## **For Jefferson County, Texas - Commissioners Court**

**Jeff Branick, County Judge**

**Eddie Arnold, Commissioner Precinct 1**

**Brent Weaver, Commissioner Precinct 2**

**Michael Sinegal, Commissioner Precinct 3**

**Everette “Bo” Alfred, Commissioner Precinct 4**

AAI Project No. 20093

Set No. \_\_\_\_\_





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Architectural Alliance, Inc.  
350 Pine Street, Suite 720  
Beaumont, TX 77701  
(409) 866-7196

Rob Clark, AIA  
rclark@architect-aia.com

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	PAGE(S)
1 TITLE SHEET	1
2 INDEX	2
<b><u>BIDDING REQUIREMENTS</u></b>	
3 JEFFERSON COUNTY BIDDING STANDARDS	40
4 PERFORMANCE BOND (A312-1984)	9
<b><u>CONDITIONS</u></b>	
5 GENERAL CONDITIONS (AIA Document A201-2017)	42
6 SUBSTITUTION REQUEST FORM	1
7 GENERAL CONTRACTOR AFFIDAVIT	1
8 SUBCONTRACTOR AFFIDAVIT	1
9 MATERIAL SUPPLIER AFFIDAVIT	1
10 CHANGE ORDER (G701-2001)	1
11 APPLICATION AND CERTIFICATE FOR PAYMENT (G702-1992)	2
12 CERTIFICATE OF SUBSTANTIAL COMPLETION (G704-2000)	1
13 CONSENT OF SURETY TO FINAL PAYMENT (G707-1994)	1
<b><u>GENERAL REQUIREMENTS</u></b>	
00 00 10 ADMINISTRATIVE PROVISIONS	3
00 10 00 SUMMARY	3
00 10 20 ALLOWANCES	
00 10 27 APPLICATION FOR PAYMENT	1
00 10 28 CHANGE ORDER PROCEDURES/REQUESTS FOR INFORMATION	2
00 10 30 ALTERNATES	1
00 10 45 CUTTING AND PATCHING	
00 10 95 DEFINITIONS AND STANDARDS	2
00 11 60 CONTRACTOR REQUIREMENTS	2
00 13 40 SUBMITTALS	3
00 13 70 SCHEDULE OF VALUES	1
00 14 00 QUALITY CONTROL	1
00 14 50 TEMPORARY FACILITIES AND ACCESS	2
00 16 30 PRODUCT SUBSTITUTIONS	2
00 17 00 PROJECT CLOSEOUT	1
00 17 20 PROJECT RECORD DOCUMENTS	1
00 17 30 OPERATION AND MAINTENANCE DATA	2
00 17 40 WARRANTIES AND BONDS	2
<b><u>DIVISION 2 - SITE WORK</u></b>	NOT APPLICABLE
<b><u>DIVISION 3 - CONCRETE</u></b>	NOT APPLICABLE
<b><u>DIVISION 4 - MASONRY</u></b>	NOT APPLICABLE
<b><u>DIVISION 5 - METALS</u></b>	NOT APPLICABLE
<b><u>DIVISION 6 - WOOD AND PLAS</u></b>	NOT APPLICABLE
<b><u>DIVISION 7 - THERMAL AND MOISTURE PROTECT</u></b>	NOT APPLICABLE
<b><u>DIVISION 8 - DOORS AND WINDOWS</u></b>	NOT APPLICABLE
<b><u>DIVISION 9 - FINISHES</u></b>	
09250 GYPSUM DRYWALL	4

09510	NEW OR REPAIRED/PAINTED EXPOSED COUSTICAL PANEL CEILINGS	6
09660	RESILIENT FLOORING	3
09681	CARPET	3
09900	PAINTING	4

**DIVISION 10 - SPECIALTIES** NOT APPLICABLE

**DIVISION 11 - EQUIPMENT** NOT APPLICABLE

**DIVISION 12 - FURNISHINGS** NOT APPLICABLE

**DIVISION 13 - SPECIAL CONSTRUCTION** NOT APPLICABLE

**DIVISION 14 - CONVEYING SYSTEMS** NOT APPLICABLE

**DIVISION 15 - MECHANICAL** NOT APPLICABLE

**DIVISION 16 - ELECTRICAL** NOT APPLICABLE



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## LEGAL NOTICE Advertisement for Invitation for Bids

November 3, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-044/YS, Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur  
**BID NO:** IFB 20-044/YS  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, December 2, 2020  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CT on Wednesday, November 18, 2020, at Jefferson County Subcourthouse – Port Arthur, 525 Lakeshore Drive, Port Arthur TX, 77640.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**IFB 20-044/YS**  
**Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur**  
**Bids due: 11:00 AM CT, Wednesday, December 2, 2020**

**Table of Contents**

Table of Contents .....	1
Instructions to Bidders .....	2
General Conditions of Bidding and Terms of Contract.....	6
Special Requirements/Instructions .....	16
Minimum Specifications .....	20
Bidder Information Form .....	21
Offer to Contract Form.....	22
Acceptance of Offer Form.....	23
Bid Form .....	24
Vendor References.....	26
Signature Page.....	27
Conflict of Interest Questionnaire.....	28
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) .....	29
Good Faith Effort Determination Checklist.....	30
Notice of Intent.....	31
HUB Subcontracting Participation Declaration Form .....	32
Residence Certification/Tax Form.....	36
House Bill 89 Verification .....	37
Senate Bill 252 Certification.....	38
Bid Affidavit.....	39

**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

**Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.**

<https://www.co.jefferson.tx.us/Purchasing/>

# Instructions to Bidders

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## 1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

**Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

## 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

## 3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

## 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

**5. Signatures**

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

**6. County Holidays – 2020:**

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

**7. Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**8. Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

**9. Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

#### **11. Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

#### **12. Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

#### **13. Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

#### **14. Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### **16. Delivery**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.**

**17. Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**18. Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

**19. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**20. Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**21. Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

**22. Definitions**

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

**23. Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

# General Conditions of Bidding and Terms of Contract

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By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

## 1. Bidding

**1.1 Bids.** All bids must be submitted on the bid form furnished in this package.

**1.2 Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

**1.3 Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

**1.5 Withdrawal of Bids after Bid Opening.** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

**1.6 Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

**1.7 Exceptions and/or Substitutions.** All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

**1.8 Alternates.** The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 General Bid Bond/Surety Requirements.** Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 Responsiveness.** A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 Responsible Standing of Bidder.** To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

#### **1.20 Confidential/Proprietary Information**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

**1.21 Public Bid Opening.** Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 Storage.** Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 Compliance with Federal, State, County, and Local Laws.** Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.** The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 Samples, Demonstrations and Testing.** At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

**2.13 Acceptability.** All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet

as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 Material Safety Data Sheets.** Under the “Hazardous Communications Act,” common known as the “Texas Right to Know Act,” a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners’ Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### **3. Purchase Orders and Payment**

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as “N/C” to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

**3.4 Funding.** Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. Contract**

**4.1 Contract Definition.** The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

**4.2 Contract Agreement.** Once a contract is awarded, the base bid and alternates offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer’s direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in

writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.5 Termination.** Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

**4.6 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.7 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.8 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.9 Warranty.** The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 Uniform Commercial Code.** The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### **(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

**(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

**(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

#### **D. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

#### **E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

#### **F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

#### **G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

#### **H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### **I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

**K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

**All bids shall be tightly sealed in an opaque envelope or box and plainly marked “SEALED BID.” The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder’s Name and Address; and shall be addressed to the Purchasing Agent.**

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners’ Court.

### 2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an “active” status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Bidders are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Bid Submission.**

### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

**FORM 1295 Exemptions:** What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

### **3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED**

**Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:**

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.**

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### **4. Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

### **5. Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

### **6. Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

### **7. Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

### **8. Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

**Public Liability, including Products & Completed Operations**      \$1,000,000

**Excess Liability**      \$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**      Statutory Coverage (See Section 9 Below)

**9. Workers' Compensation Insurance**

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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**Reference architectural plans and specifications for scope of work including indicated base bid and alternates. Contractors must provide cost for base bid and each alternate indicated on plans and specifications where designated on this proposal document.**

## Bidder Information Form

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Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Name & Number:** Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur, IFB 20-044/YS

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

_____	For clarification of this offer, contact:
Company Name	
_____	_____
Address	Name
_____	_____
City                      State                      Zip	Phone                      Fax
_____	_____
Signature of Person Authorized to Sign	E-mail
_____	
Printed Name	
_____	
Title	

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur. Contract Term: One (1) year from date of award.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 20-044/YS, Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

# Bid Form

**Base Bid:** \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Additive Alternate No. 1** (Where noted on drawings replace existing suspended ceiling and acoustical ceiling tile)

\_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Additive Alternate No. 2** (Where noted on drawings complete balance of patching, removal of wall covering and painting of existing walls)

\_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Additive Alternate No. 3** (Where noted on drawings replace existing suspended ceiling and acoustical ceiling tile)

\_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Additive Alternate No. 4** (Where noted on drawings, complete balance of patching, removal of wall covering and painting of existing walls)

\_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Additive Alternate No. 5** (Where noted on drawings, complete additional patching, removal of wall covering and painting of existing walls)

\_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes**  **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**Bidder Shall Return Completed Form with Offer.**

# Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> 		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

Adopted 8/7/2015

## **Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

### Good Faith Effort (GFE) Determination Checklist Adopted 8/7/2015

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

**Did the Prime Contractor/Consultant . . .**

- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If “No” was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Bidder Shall Return Completed Form with Offer.**

# Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**Bidder Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).  
 Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

## PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**Bidder Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

## PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

**Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

## PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

### **Bidder Shall Return Completed Form with Offer.**

## House Bill 89 Verification

---

I, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_  
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

**Bidder Shall Return Completed Form with Offer.**

## Senate Bill 252 Certification

---

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**Bidder Shall Return Completed Form with Offer.**

## Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: \_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**



# AIA<sup>®</sup> Document A312<sup>™</sup> – 1984

## Performance Bond

**CONTRACTOR** (Name and Address):      **SURETY** (Name and Principal Place of Business):

**OWNER** (Name 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 Last Page

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
  
Signature: \_\_\_\_\_  
Name and Title:  
(Any additional signatures appear on the last page)

### SURETY

Company: (Corporate Seal)  
  
Signature: \_\_\_\_\_  
Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

### AGENT or BROKER:

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

### ADDITIONS AND DELETIONS:

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

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

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

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

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

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

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

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

§ 8 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.

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

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## § 12 DEFINITIONS

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

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

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

**CONTRACTOR AS PRINCIPAL**

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

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

**SURETY**

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

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

**Payment Bond**

**CONTRACTOR** *(Name and Address):*

**SURETY** *(Name and Principal Place of Business):*

**OWNER** *(Name 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 Last Page

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

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

Name and Title:

*(Any additional signatures appear on the last page)*

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

Name and Title:

*(FOR INFORMATION ONLY - Name, Address and Telephone)*

**AGENT or BROKER:**

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

§ 1 The Contractor and the 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.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

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

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

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

**§ 15 DEFINITIONS**

§ 15.1 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 Contract. 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.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

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

**CONTRACTOR AS PRINCIPAL**

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

**SURETY**

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

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

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

# Additions and Deletions Report for AIA<sup>®</sup> Document A312<sup>™</sup> – 1984

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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:18:03 on 05/19/2005.

## PAGE 1

Modifications to this Bond:

	None
<u>X</u>	None

	<u>See Last Page</u>
	<u>See Last Page</u>

Modifications to this Bond:

## PAGE 5

Modifications to this Bond:

	None
<u>X</u>	None

	<u>See Last Page</u>
	<u>See Last Page</u>

Modifications to this Bond:

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, J. Rob Clark, AIA, 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 09:18:03 on 05/19/2005 under Order No. 1000138343\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

---

*(Title)*

---

*(Dated)*



# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

for print

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

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

Init.

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**User Notes:**

(1483043413)

## INDEX

(Numbers and Topics in Bold are Section Headings)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

Addenda

1.1.1, 3.11.1

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, 9.7.1, 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, 13.1.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

### 4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 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, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 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

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 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, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 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, 3.5.1, 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

9.7.1, 11.3.9, 11.3.10, 13.1.1, 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**

Init.

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Building Permit

3.7.1

## **Capitalization**

### **1.3**

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, 9.7.1,

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, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 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, 7.4.1, 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, 6.3.1, 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

1.6.1, 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, The**

### **1.1.1**

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, 9.7.1, 10.3.2, 12.1.1, 14.3.2,

15.1.5.1, 15.2.5

Init.

**Contract Time**, Definition of  
**8.1.1**  
**CONTRACTOR**  
**3**  
**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, 11.3.7, 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, 3.5.1,  
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, 3.5.1, 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, 5.3.1, 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  
2.4.1, 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, 10.4.1, 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, 9.2.1, 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  
2.3.1, 2.4.1, 3.5.1, 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  
**Defective Work**, Definition of  
**3.5.1**  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5.1, 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, 7.4.1, **8.3**, 9.5.1, 9.7.1,  
10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5  
Disputes  
6.3.1, 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, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 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

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, 3.5.1, 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, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 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, 12.3.1, 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**

**1**

**Governing Law**

**13.1**

Guarantees (See Warranty)

**Hazardous Materials**  
10.2.4, **10.3**

Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17.1, **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**, 10.4.1

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, 11.4.1.4

**INSURANCE AND BONDS**  
**11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1, 11.4.1.5

Insurance Companies, Settlement with  
11.4.10

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**, 3.5.1, 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, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 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  
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 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, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1,  
9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 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

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12,  
3.13.1, 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, 9.7.1,  
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  
2.3.1, 2.4.1, 3.5.1, 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, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,  
9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3,  
13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### Notice, Written

2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1,  
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, 4.5, 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, 2.3.1, 2.4.1, 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, 6.3.1,  
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,  
12.3.1, 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 Loss of Use Insurance

##### **11.3.3**

#### 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, 3.11.1, 3.17.1,  
4.2.12, 5.3.1

#### 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, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 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, 9.7.1, 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, 11.4.5,  
12.3.1, 13.7, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**  
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 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, 11.4.8,  
14.2.1.2

PCB  
10.3.1

**Performance Bond and Payment Bond**  
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4

**Permits, Fees, Notices and Compliance with Laws**  
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION**  
**OF**  
**10**

Polychlorinated Biphenyl  
10.3.1

**Product Data, Definition of**  
**3.12.2**

**Product Data and Samples, Shop Drawings**  
3.11, 3.12, 4.2.7

**Progress and Completion**  
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**  
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project, Definition of the**  
**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  
3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens  
9.10.2

Representations  
3.2.1, 3.5.1, 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, 5.3.1, 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, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 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, 5.3.1, 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, 11.4.7,  
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 the**  
**1.1.6**

**Specifications, The**  
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, 11.4.1.4

**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, 11.4.7, 11.4.8, 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, 11.4.5, **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**

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5.1, 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, 11.4.9, 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, 11.4.1.1, 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, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 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, 4.4, 4.5, 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, 11.4.1.5, 11.4.6, 11.4.10, 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, 11.4.7, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 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, 11.4.5, **11.3.7**

Init.

## Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1

## 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, 11.4.6, 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, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

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

§ 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

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.

### § 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

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

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 which 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.

#### § 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

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

.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.

## 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.

§ 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;

- .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 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 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.

§ 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.

**§ 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

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.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, 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.

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## § 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.

**§ 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.



Init.

/

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A201<sup>™</sup> – 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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:51:59 on 09/14/2009.

**PAGE 1**

for print

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, J. Rob Clark, AIA, 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 08:51:59 on 09/14/2009 under Order No. 4566172493\_1 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)*

---

*(Title)*

---

*(Dated)*

SUBSTITUTION REQUEST FORM

TO: \_\_\_\_\_

---

PROJECT: \_\_\_\_\_

---

We hereby submit for your consideration the following product instead of the specified item for the above project.

SECTION	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____

Proposed Substitution: \_\_\_\_\_

---

Attach complete technical data, including laboratory tests, if possible.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill in the Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

---

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

---

C. What effect does substitution have on other trades?

---

D. Difference between proposed substitution and specified item?

---

E. Manufacturer's guarantees of the proposed and specified items are:

\_\_\_\_\_ Same \_\_\_\_\_ Different (explain on attachment)

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, Affiant, hereby makes

Name of Contractor

oath that all amounts due and owing for work and labor done, and for materials furnished by anyone to or for which Affiant is responsible, have been full paid and satisfied, for the work known as the \_\_\_\_\_ job on which Affiant is Contractor, and in consideration of the receipt of \$ \_\_\_\_\_ paid to Affiant under said contract, Affiant states under oath that there are no bills or accounts payable, outstanding and unpaid for any work or materials furnished on said job under this contract, and Affiant agrees to hold owner harmless and free from any claim or liability for any such work or materials furnished.

Affidavit of Sub-Contractor for such work and labor done and materials furnished are attached hereto.

This the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Contractor

Subscribed and sworn to before me this the \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public,

\_\_\_\_\_  
County of

THE STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, in and for said County, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, This \_\_\_\_\_ day of \_\_\_\_\_ A.D.20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

SUB-CONTRACTOR

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, SUB-CONTRACTOR, Affiant, hereby announce that I have received from \_\_\_\_\_ Contractor, all sums of money due and owing to me for work performed on \_\_\_\_\_ job. I further hereby make oath that all amounts due and owing for work and labor done on the above mentioned job on which Affiant is Material Supplier, have been fully paid and satisfied. Affiant states under oath that there are no bills or accounts payable, outstanding and unpaid for any work or materials furnished to the Affiant on said job under this Contract, and Affiant agrees to hold the Owner and General Contractor harmless and free from any claim or liability for any such work or materials furnished.

This the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Contractor

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

THE STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, in and for said County, \_\_\_\_\_  
On this day personally appeared \_\_\_\_\_ known to me to be  
the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and  
acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, This \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

MATERIAL SUPPLIER

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Material Supplier, Affiant, hereby announce that I have received from \_\_\_\_\_ Contractor, all sums of money due and owing to me for work performed on \_\_\_\_\_ job.

I further hereby make oath that all amounts due and owing for work and labor done on the above mentioned job on which Affiant is Material Supplier, have been fully paid and satisfied. Affiant states under oath that there are no bills or accounts payable, outstanding and unpaid for any work or materials furnished to the Affiant on said job under this Contract, and Affiant agrees to hold the Owner and General Contractor harmless and free from any claim or liability for any such work or materials furnished.

This the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Contractor

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

THE STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority, in and for said County, \_\_\_\_\_  
On this day personally appeared \_\_\_\_\_ known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, This \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER:	OWNER: <input type="checkbox"/>
	DATE:	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATE:	FIELD: <input type="checkbox"/>
	CONTRACT FOR:	OTHER: <input type="checkbox"/>

### 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 _____ by this Change Order in the amount of _____	\$	_____
The new Contract Sum including this Change Order will be _____	\$	_____

The Contract Time will be \_\_\_\_\_ by \_\_\_\_\_ ( \_\_\_\_\_ ) 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

## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 003  
 PERIOD TO: OWNER:   
 FROM CONTRACTOR: VIA ARCHITECT: ARCHITECT:   
 CONTRACTOR:   
 CONTRACT DATE: / / CONTRACTOR:   
 PROJECT NOS: / / FIELD:   
 OTHER:

### 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 ..... \$ 0.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00

#### 5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
  - b. 0 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 0.00

#### 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$	0.00

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 ..... \$ 0.00

(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





# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

**PROJECT:**  
*(Name and address)*

**PROJECT NUMBER:** /  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:**

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**TO OWNER:**  
*(Name and address)*

**TO CONTRACTOR:**  
*(Name and address)*

**FIELD:**

**OTHER:**

### PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

#### Warranty

#### Date of Commencement

\_\_\_\_\_  
**ARCHITECT**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective: \$0.00**

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



# AIA<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR: General Construction

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

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

\_\_\_\_\_  
*(Signature of authorized representative)*

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

Attest:

(Seal):

SECTION 00 00 10

ADMINISTRATIVE PROVISIONS

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED:

- A. Title of Work, and type of Contract.
- B. Work sequence.
- C. Contractor use of premises.
- D. Coordination.
- E. Project meetings.
- F. Owner-furnished products.
- G. Job report.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

**TEAR-OUT AND DISPOSAL OF SCHEDULED MATERIALS AND FINISHES**

Carpet

Vinyl Flooring

Rubber Base

Vinyl Wall Covering

Water Damaged Gypsum Board

2x4 Suspended Acoustical Ceiling Grid

2x4 Suspended Acoustical Ceiling Tiles

**INSTALLATION OF NEW FLOOR FINISHES AND RUBBER BASE**

Cleaning of existing floor glue to smooth floor surface for installation of new materials

Install new carpet square materials and rubber base as specified.

Install new luxury vinyl tile (LVT) and rubber as specified.

Provide transition strips between existing and new floor finishes

**REPAIRS – REFINISHING OF WATER STAINED WOOD SURFACES**

Refinish to blend and match water stained existing wood benches.

Refinish to blend and match water stained existing wall wood veneer.

Refinish to blend and match water stained window sill and trim.

## **REPAIRS – PATCHING AND PAINTING OF EXISTING GYPSUM BOARD WALLS**

At scheduled walls, remove any existing vinyl wall covering, patch float and apply “Orange-Peel texture, prime and two coats water based semi-gloss enamel paint (verify final type with Owner). Replace any areas of gypsum board with water bloom damage prior to start of patching and painting as specified.

## **REPAIR/REPLACEMENT OF EXISTING WATER DAMAGED 2X4 CEILING SUSPENSION SYSTEM**

Contractor will have option to replace or repair and paint water damaged 2x4 metal suspension systems where damaged but in all cases ceiling suspension system in any given room must be either replaced or repairs in-whole. Contractor must demonstrate method of repairs and painting opting for the existing grid is to stay and finish of grid must meet expectations of the Owner and Architect for acceptance.

Install new 2x4 commercial acoustical tiles as scheduled to fit each opening without leaving any visible void for which the Owner and Architect will require replacement for proper fitting of grid opening.

### 1.3 CONTRACT METHOD

#### **A. Stipulated Sum Owner/Contractor Agreement.**

### 1.4 WORK SEQUENCE

- A. All work will be awarded, plus any accepted alternates, to the lowest qualified general contractor.
- B. All work will be performed in a safe manner with the general contractor responsible to maintain a safe perimeter fence around the area of construction plus barriers and warning devices to prevent the general public from wondering onto the site.

### 1.5 CONTRACTOR USE OF PREMISES

- A. Assume full responsibility for the protection and safekeeping of products under this contract, stored on and off the site.

### 1.6 COORDINATION

- A. Coordinate work of the various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Contractor to coordinate and complete movement of furniture to complete renovations and re-installation upon completion of a given area. Note: The Owner is not responsible for movement of furniture except for items consider risk.

### 1.7 PROJECT MEETINGS

- A. Bi-Monthly meeting date will be established as part of the contract agreement to be attended by the contractor project superintendent, project manager and personnel having necessary knowledge of the project; Owner’s representatives and building maintenance personnel; subcontractors and suppliers when necessary to provide information regarding project materials, methods and issues; architect and personnel; engineering consultants with information regarding specific issues or scope; and other persons needed to assist in keeping the project moving forward, without delay.

1.8 JOB REPORTS:

- A. Submit every two weeks to the Architect a summary of the contractor's work prepared by the construction Superintendent.
- B. These information summaries will not relieve the contractor of the responsibility for giving any specific notification or report required by the specifications.

END OF SECTION

## SECTION 00 10 00

### SUMMARY

#### PART 1 - GENERAL

##### RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions, Supplementary General Conditions, Special Provisions and other Division 1 Project Manual Sections, apply to work of this Section.

##### THE PROJECT

Name of Project: Jefferson County Annex Courthouse  
Jefferson County, Texas

Location of Site: 525 Lakeshore Drive  
Port Arthur, Texas 77640

Owner: Jefferson County, Texas

Architect: Architectural Alliance, Inc.  
350 Pine Street Suite 720  
Beaumont, Texas 77701

All work under this project will be coordinated with the owner, architects, the general contractor and sub-contractors. These individuals will be identified at the pre-construction meeting. Contractors are to pay close attention to requirements to be included in proposal for this project.

The successful contractor will submit his proposed sequence of operations to the Owner/Architect for review and acceptance before the authorization to proceed is issued.

Prior to submitting proposal, visit site and become familiar with conditions under which work on this Contract will have to be performed.

No allowance will be made in behalf of the Contractor for any error or negligence on his part, for by his submission of his proposal, the bidder represents that he is familiar with the conditions of the site.

- Reference Alternates scheduled under 00 10 30.
- The contractor will be responsible for all damages that incur during the sequence of construction.
- The intention of this project is to complete water intrusion repairs as schedule on drawings and identified in specification section.

## CONTRACT LIMITS

Contractor must schedule access to each area requiring reconstruction repairs by an approved schedule provided by the owner to assure employees are aware of move-out dates for contractor access. Contractor must have a storage building/trailer on the site for the storage of all materials and finished to be utilized for this project solely the responsibility of the general contractor with any losses to be covered by the General Contractor, not by the Owner.

## CONTRACT FORMS

The Contract will be executed on American Institute of Architects Standard construction contract form. Copies of the form may be found in this project manual.

## PERMITS, FEES, TAXES

All proposals submitted by the various contractors and/or sub-contractors shall include all permits, fees, taxes, disposal and trash fees and like expenses necessary for the construction and completion of work includes landfill disposal fees.

## STATE SALES TAX

The Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

The Contractor performing this Contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his suppliers an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller of Public Accounts ruling No. 95-0.09 as amended.

## BONDS

The Contractor will be required to furnish a Performance Bond, Payment Bond and Maintenance Bond in the amount of not less than one hundred percent (100%) of the Contract Sum including all authorized extras, conditioned upon the faithful performance of the Contract and upon payment of all persons supplying equipment, materials and/or labor as a portion of the Contract Documents.

The following Rules will be strictly adhered to by all workmen of Contractors, Sub-Contractor and Supplier performing work on this campus.

Possession, use or transfer of drugs is prohibited.

Possession of fire arms and/or other weapons is prohibited.

Tobacco products and alcohol is prohibited.

Contractor must comply with applicable Federal Agency Requirements as might be included in the construction documents and as provided by the City of Beaumont and Federal Reviewers.

#### PREVAILING WAGE RATES

Attention is called to the fact that bidders must comply with State Labor Laws as required by Articles 1579, 1580, 1581 and 1581A of Vernon's Penal Code and Article 5159A of Vernon's Civil Code. Contractor is required to pay, as a minimum, the prevailing wage scales of the various classes of labor upon this work. Contractors must verify the most current applicable wage decision and utilize wage rates published for the Sabine Area.

#### CLAIMS FOR UNPAID LABOR AND MATERIALS

When the value of the Contract (between the Owner and the Contractor) is in excess of \$25,000.00, claims must be sent direct to the Contractor and his surety in accordance with Article 5160 V.T.C.S. The Owner will furnish, in accordance with such Article, a copy of the Payment Bond as provided therein to claimants upon their request. ALL CLAIMANTS ARE CAUTIONED THAT NO LIEN EXISTS ON THE FUNDS UNPAID TO THE CONTRACTOR ON SUCH CONTRACTS, AND THAT RELIANCE ON NOTICES SENT TO THE OWNER MAY RESULT IN LOSS OF THEIR RIGHTS AGAINST THE CONTRACTOR AND/OR HIS SURETY. THE OWNER IS NOT RESPONSIBLE IN ANY MANNER TO A CLAIMANT FOR COLLECTION OF UNPAID BILLS, AND ACCEPTS NO SUCH RESPONSIBILITY BECAUSE OF ANY REPRESENTATIVE BY ANY AGENT OR EMPLOYEE

END OF SECTION

## SECTION – 00 10 20

### ALLOWANCES

#### PART 1 – GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary General Conditions and other Division 1 Project Manual Sections, apply to work of this Section.

##### 1.2 SUMMARY

- A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The contractor's handling costs on site, labor, installation, overhead, profit and other expenses contemplated for the original allowances shall be included in the Contractor's sum, and not in the allowance if the cost, when determined, is more than or less than the allowance, the Contract sum shall be adjusted accordingly by Change Order, which will include additional a handling cost on the site, labor, installation cost, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.
- B. Unexpected balance for allowance sums shall revert to the owner in the final settlement of the contract.

##### 1.3 CASH ALLOWANCES

- A. The following CASH ALLOWANCES shall be included in the Base bid. These sums shall be reconciled per Article 3.8 of the general Conditions.

1. **Contingency Allowance**: Provide a \$3,000 contingency allowance to be used only as directed by Owner.

- 1.4 At Project closeout unused allowances will be credited to the Owner by means of Change Order.

#### PART 2 – PRODUCTS (Not applicable)

#### PART 3 – EXECUTION

##### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly upon delivery for damage or defects.

##### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with the related work.

##### 3.3 SELECTION OF PRODUCT

- A. Contractor to provide samples for selections and shop drawings indicating installation and notify Architect of any anticipated effect to the construction schedule and/or contract sum by the selection of product. On Notification of selection, by Architect, the Contractor will enter into a purchase agreement with supplier.
- B. Architect will provide Contractor with required drawings designating product, model, finish and other information and change order showing cost and change in contract if any.

END OF SECTION

## SECTION 00 10 27

### APPLICATION FOR PAYMENT

#### PART 1 - GENERAL

##### 1.1 RELATED SECTIONS

- A. 00 17 00 Contract Closeout Procedures

##### 1.2 FORMAT

- A. Submit on AIA G702 - "Application and Certificate for Payment" and AIA G703 - "Continuation Sheet".

##### 1.3 PREPARATION OF APPLICATIONS

- A. Type required information.
- B. Execute certification by signature of authorized officer.
- C. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of the work performed and for stored products.
- D. List each authorized Change Order separately on continuation sheet, listing Change Order number and dollar amount as for and original item of the work.

##### 1.4 SUBMITTAL PROCEDURES

- A. Submit 4 copies of each Application for Payment at times stipulated in Agreement.
- B. Submit a copy of each substantiating or companion document with each copy of Application unless otherwise specified.

##### 1.5 STORED MATERIALS INSURANCE

- A. Include with each copy of Application for Payment a certificate from insurance company underwriting coverage protecting stored materials attesting to full coverage thereof.

#### PART 2 – PRODUCTS

N/A

#### PART 3 – EXECUTION

N/A

END OF SECTION

## SECTION 00 10 28

### CHANGE ORDER PROCEDURES/REQUESTS FOR INFORMATION

#### 1.1 RELATED WORK SPECIFIED ELSEWHERE:

- A. Procedures for claims for additional costs:
- B. Conditions of the Contract.
- C. Application for Payment: Section 00 10 27

#### 1.2 PRELIMINARY PROCEDURES - ARCHITECT:

- A. Architect may initiate changes by submitting Change Order Directive to Contractor which includes:
  - 1. Detailed description of Change, Products and location of change in Project.
  - 2. Supplementary or revised Drawings and Specifications. Specific period of time during which the requested price will be considered valid.
  - 3. Change Order Directive is for information only; it is not an instruction to stop work in progress, or to execute the change.

#### 1.3 PRELIMINARY PROCEDURES - CONTRACTOR:

- A. Contractor may initiate changes by submitting written notice to Architect which includes:
  - 1. Description of proposed changes.
  - 2. Statement of reason for making changes.
  - 3. Statement of effect on Contract Sum and Contract Time.
  - 4. Statement of effect on Work of separate contractors, if any.
  - 5. Documentation supporting change in Contract Sum and Contract Time, as appropriate.
  - 6. Any other pertinent data and information.

#### 1.4 DOCUMENTATION OF CHANGE PROPOSALS:

- A. Support each quotation with sufficient itemized data necessary for Architect to evaluate quotation, which may include:
  - 1. Labor: Hourly breakdown.
  - 2. Equipment: Unit price and quantity.
  - 3. Products: unit price and quantity.
  - 4. Fees: Taxes, insurance, bonds.
  - 5. Credit for work deleted from Contract.
  - 6. Justification for change in Contract Time, if any.

#### 1.5 CONTRACTOR MAXIMUM OVERHEAD AND PROFIT:

- A. Changes involving additional cost to Contractor: net cost plus percentage as defined on Bid Form.
- B. Changes involving additional cost to Subcontractor: net cost plus ten percent (10%) to Subcontractor.
- C. Changes involving deductions: net cost.

#### 1.6 PREPARATION OF CHANGE ORDERS:

- A. Form: AIA Document G701.

- B. Content: Change Order will describe changes in work, both additions and deletions, with attachments of revised Contract Documents to define details.
- C. Basis: Content will be based on Change Request and Contractor's responsive Proposal, both as mutually agreed between Owner and Contractor.
- D. Change Order will provide an accounting of adjustments in Contract Sum, and in Contract Time.
- E. Execution: Architect will sign and date as verification of change in Contract Sum, and Contract Time as agreed to by Owner and by Contractor.
- F. Owner and Contractor will sign and date to indicate agreement of terms therein.

1.7 COORDINATION:

- A. During processing period for Proposal Request/Change Order, do not proceed with operations which would subsequently encumber work affected by modifications.

1.8 CORRELATION WITH CONTRACTOR'S SUBMITTALS:

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as separate item of Work, and to record adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

END OF SECTION 00 10 28

## SECTION 00 10 30

### ALTERNATES AND UNIT PRICES

#### PART 1 – GENERAL

##### 1.1 ALTERNATE BIDS:

- A. In space provided on the proposal form, state amounts, both in words and figures, to be added to the base bid, in the event that described alternate bids are accepted. Include all variations in profit, overhead, bonds, insurance and similar rated items. Time of completion shall not be changed if any or alternate bids are accepted.
- B. To be a valid bid, alternates must be bid. A “No Bid” or omission of bid on any alternate may cause the total proposal to be rejected.
- C. Alternates, if accepted, will be accepted in numerical order as they appear in this section.

##### 1.2 COORDINATION:

- A. Immediately following award of contract, prepare and distribute to each party involved notification of status of each alternate. Indicate whether alternates have been accepted or rejected.
- B. Include a complete description of alternates.
- C. Coordinate other work related to alternates; modify or adjust adjacent work as required.
- D. Ensure that any condition affected by each accepted alternate is adjusted as required and is fully integrated into work.

##### 1.3 SCHEDULE OF ALTERNATES:

###### **Alternate No. 1:**

Where designated on the drawings and schedule, contractor to repair indicated gypsum board walls as scheduled for patch and repair on the drawings, roll with “egg shell” texture, primer and two coats water based semi-gloss enamel paint to match color provided by owner. This applies to rooms where work is scheduled for certain walls and this alternate is to complete the balance of walls in the room.

###### **Alternate No. 2:**

Where designated on the drawings and schedule, contractor to remove existing suspended ceiling grid and tile and replace with new grid and new acoustical tile as specified. As noted on the drawings, the contractor may all clean and repaint the existing grid under this alternate if work is acceptable to the Owner and Architect.

PART 2 – PRODUCTS           N/A  
PART 3 - EXECUTION        N/A

END OF SECTION

## SECTION 00 10 45

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.1 RELATED WORK:

- A. The general provisions of the contract, including General and Supplementary Conditions and other General Requirements sections, apply to the work specified in this section.

##### 1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definition: "Cutting-and-Patching" is hereby defined to include but is not necessarily limited to the cutting and patching for nominally completed and previously existing work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes; and is defined to exclude integral cutting-and-patching during the manufacturing, fabricating, erecting and installing process for individual units of work. Drilling the work to install fasteners and similar operations are excluded from the definition of cutting-and-patching.
- B. Restoring or removing and replacing non-complying work is specified separately from cutting-and-patching, but may require cutting-and-patching operations as specified herein.
- C. Refer to other sections of these specifications for specific cutting-and-patching requirements and limitations applicable to individual units of work.
- D. Refer to the mechanical, electrical and plumbing sections, for additional requirements and limitations on the cutting-and-patching of mechanical and electrical work, respectively. The requirements of this section apply to mechanical and electrical work, unless otherwise indicated.
- E. Contractor is required to cut and patch to original conditions were running new mechanical and electrical services or where performing demolition on certain portions of pavement requiring generally acceptable patching for transitions of surfaces including compliance with street standards where installing new drives and Texas Department of Licensing and Regulation standards.

1.3 Special project procedures: Section 00 11 00

1.4 Selective Demolition: Section 00 20 70

##### 1.5 CONTRACTOR OPERATIONS:

- A. Provide cutting, patching, and fitting, including attendant excavation and backfill, required to:
  - 1. Make components fit together properly.
  - 2. Uncover portions of the Work for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to requirements of Contract Documents.
  - 5. Remove samples of installed work as specified for testing.
  - 6. Provide penetrations of surfaces for installation of piping, electrical conduit, and control systems components, including sleeves, anchors, inserts and frames, including limitations expressed for structural components.

##### 1.6 INSPECTION:

- A. Inspect existing conditions including components subject to damage or to movement during cutting and patching.
- B. After uncovering Work, inspect conditions affecting installation of Products, or performance of Work.

- C. Report unsatisfactory or questionable conditions to Architect and Owner in writing; proceed with Work thereafter only in accordance with further instructions from Architect and Owner.

1.7 PREPARATION:

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

1.8 PERFORMANCE:

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Refinish entire surfaces as necessary to leave an even finish which matches adjacent finishes.
- D. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

END OF SECTION

## SECTION 00 10 95

### DEFINITIONS AND STANDARDS

#### PART 1 - GENERAL

##### 1.1 INDUSTRY STANDARDS:

- A. General: Applicable standards of construction industry have same force and effect (and are made a part of Contract Documents by reference) as if published copies were bound herewith.
- B. Referenced Standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to Work.
- C. Non-Referenced Standards recognized in the construction industry are hereby defined, except as otherwise limited to have direct applicability to the Work herein, and will be so enforced.
- D. Publication Dates: Where compliance with a standard is required, comply with standard in effect as of date of Contract Documents, unless reference is made to specific earlier date.
- E. Copies of Standards: Provide where needed for proper performance of the Work; obtain directly from publication sources. Maintain at site for reference by concerned parties.

##### 1.02 ABBREVIATIONS AND NAMES:

- A. Where acronyms or abbreviations are used in Specifications, they are defined to mean the industry-recognized name of trade association, standards generating organization, governing authority or other entity applicable to provision.
- B. The following acronyms or abbreviations as referenced in individual Sections are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AA	Aluminum Association
AAMA	American Architectural Manufacturers' Association
AASHTO	American Association of State Highway and Transportation Officials
ACE	Air Conditioning Engineers, Inc.
ACI	American Concrete Institute
ADA	American with Disabilities Act
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWSC	American Welding Society Code
AWWA	American Water Works Association
BFPM	Beat to Fit, Paint to Match
BHA	Beaumont Housing Authority
BIA	Brick Institute of America
CBMA	Certified Ballast Manufacturers' Association
DHI	Door and Hardware Institute
ETL	Electrical Testing Laboratories
FM	Factory Mutual
FS	Federal Specification of Federal Standards
IES	Illuminating Engineering Society
HUD	Department of Housing and Urban Development
ML/SFA	Metal Lath/Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers

NBFU	National Bureau of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers' Association
NFC	National Fire Code
NFPA	National Fire Protection Association Officials
PCA	Portland Cement Association
PDCA	Painting and Decorating Contractors of America
PDI	Plumbing and Drainage Institute
RIS	Redwood Inspection Service
SDHPT	State Department of Highways and Public Transportation
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SMACNA	Sheet Metal and Air Conditioning National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
TAS	Texas Accessibility Standards
TDH	Texas Department of Health
TDLR	Texas Department of Licensing and Regulation
TNRCC	Texas Natural Resources Conservation Commission
USDA	United States Department of Agriculture
UL	Underwriter's Laboratories, Inc.
WWPA	Western Wood Products Association

#### 1.03 ADDITIONAL DEFINITIONS:

- A. As required: Methods that may be required to satisfactorily complete the Work.
- B. Substrate: Surface or base over which another material is to be applied.
- C. As Directed: Supplemental instructions within the scope of the Contract. (Make request to Architect for instruction in each case required.)
- D. Architect: Architect identified in General Conditions and refers to his acting individually or through any of his representatives only when duly authorized to act for him.
- E. Provide: To furnish and install, complete, operational and ready for use.
- F. Approve: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by contractor, the term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will Architect's approval be interpreted as a Contractor's release responsibilities to fulfill requirements of Contract Documents or acceptance of any Work.
- G. Concealed: Hidden from sight as in chases, furred spaces, and above gypsum board ceilings; exposed materials are understood to be open to view.

END OF SECTION 00 10 95

## SECTION 00 11 60

### CONTRACTOR REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 INTERPRETATION:

- A. The following paragraphs contain requirements that apply to the overall accomplishment of the work. Where specified action is required by this section, it is the contractors responsibility to perform or to assign such requirement to subcontractor and see that it is performed.

##### 1.2 RELATIONSHIP BETWEEN TRADES:

- A. Require and be responsible for cooperation and coordination between various trades and subcontractors whose work is dependent upon one another. Schedule such work so as to prevent delays in dependent work and so that all related work will progress together. Fully inform each trade or subcontractor of the relation of his work to other work, and require each to make necessary provisions for the requirements of such other work. No additional compensation for extra work incurred through the lack of cooperation and coordination between various trades and subcontractors will be allowed.

##### 1.3 PROTECTION:

- A. Assume the responsibility for initiation and maintenance of protective requirements required including 6' chain link construction fence securing the entire construction site, warning signs, barricades at open trench and warnings per USHA open trench requirements, training and safety program with assigned safety coordinator on-site.

##### 1.4 REPAIR OF DAMAGE:

- A. Assume responsibility for any loss or damage caused by these operations or any trade to the work, or to materials, to adjacent property and existing structures and to persons, and make good any loss, damage or injury without cost to owner.

##### 1.5 SECURITY:

- A. Conform to requirements of public laws, ordinances and regulations and the requirements of insurance carriers concerning security to the site while work is in progress as well as when it has been suspended. Contractors are encouraged to provide temporary pole mounted security lighting during the course of construction.

##### 1.6 DOCUMENTS AT THE SITE:

- A. Maintain at the site, one reference copy of each approved shop drawing and of each drawing, specification, addenda, revision and other modification, in good order and marked by note to record each change made during construction on record prints. Drawings shall be clearly marked "RECORD PRINTS" and not used for construction purposes. Mechanical Record Drawings shall show actual CFM rating in each space. At the time of pre-final inspection, submit the record prints to the Architect. Also obtain, when directed or as necessary to properly execute the work, copies of literature, standards and other data referred to but not included in the specifications.

- B. The record prints will be checked periodically by the Architect to determine that they are current. A certificate for payment will not be issued until record prints are made current as determined by the Architect.
- C. Refer to Section 00 17 20 for additional record drawings requirements.

#### 1.7 CONSTRUCTION LOADING:

- A. Concrete slabs on grade, unless designated otherwise on the drawings, have not been designed for heavy loading. Do not subject such slabs on grade to excessive loading by shoring, storage of materials or operation of construction equipment unless adequately protected by planking. Maintenance of slabs in good condition is the responsibility of the Contractor, who shall remove all damaged areas of such slabs and replace them with new work at no cost to owner.

#### 1.8 EXISTING UTILITIES:

- A. Shut-downs for utility tie-ins shall be scheduled in order to minimize inconvenience to the owner. The contractor shall notify the owner and Architect in writing 10 days in advance of any anticipated shut-down. The Contractor provides adequate manpower on hand to assure that tie-ins can be completed on schedule. The shut-down shall be scheduled with the agreement of the owner and the contractor.

#### 1.9 CONSTRUCTION SCHEDULING:

- A. The work shall be conducted in such a way as to cause a minimum of interference with the owner's use of existing facilities during normal working hours.
- B. Scheduling of work and access to site will be discussed during the Preconstruction Conference.

#### 1.10 PROJECT OFFICE FACILITY:

- A. Contractor to provide secured environmentally conditioned project office with table, chairs and rack for maintenance of the as-built drawings and monthly meeting to seat 12-14.
- B. Contractor is encouraged to consider use of video security devices if issues of security become a consideration during the course of the construction.

END OF SECTION

## SECTION 00 13 10

### PROGRESS SCHEDULES

#### PART 1 - GENERAL

##### 1.1 FORMAT:

- A. Prepare Schedules as a horizontal bar chart with separate bar for each major portion of the Work or operation.
- B. Sequence of Listings: Schedule of Values - chronological order of start and completion of each item of work.
- C. Scale and Spacing: To provide space for notations and revisions.
- D. Sheet Size: 8 1/2x11, 11x17, 18x24 or 24x36 (Contractor's Option).

##### 1.2 CONTENT:

- A. Listings: Read from left to right, in ascending order for each activity. Identify each activity with applicable specifications section number.
- B. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- C. Identify each item by major Specification section number.
- D. Provide sub-schedules to define critical portions of entire Schedule as necessary.
- E. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of following activities, if necessary.
- F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including, and dated reviewed submittals will be required from Architect. Show critical decision dates for selection of finishes.
- G. Show dates for each specified test that is critical to scheduling compliance.

##### 1.3 REVISIONS TO SCHEDULES:

- A. Maintain schedules to record actual start and finish dates of completed activities. Indicate progress of each activity to date of revision and projected completion date of each activity.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

##### 1.4 SUBMITTALS:

- A. Submit initial Schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within 7 days.
- B. Submit revised Progress Schedules with each Application for Payment.

##### 1.5 DISTRIBUTION:

- A. Distribute copies of reviewed Schedules to job site file, subcontractors, suppliers, and other concerned entities. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in Schedules.

PART 2 - PRODUCTS - N/A

PART 3 - EXECUTION - N/A

END OF SECTION

## SECTION 00 13 40

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE:

- A. Definitions and additional responsibilities of parties are in the Conditions of the Contract.
- B. Submittal of subcontractor, supplier, and materials list.
- C. Submittals required for contract closeout.
- D. Submittals of required project record documents.

##### 1.2 TRANSMITTAL LETTER:

- A. Contractor's name and job number.
- B. Date submittal was sent from Contractor's office.
- C. Description of submittal and number of copies submitted.
- D. Subcontractor's name, supplier's name, and engineer's name as applicable.
- E. Indicate deviations from the Contract Documents, if any, and reasons for deviations.

##### 1.3 SUBMISSION REQUIREMENTS:

- A. Shop Drawings, Product Data, Samples, Certifications, Test Results:
  - 1. Make submittals promptly in accordance with Submittal Schedule, and in such sequence as to cause no delay in the Work or in the Work of any other Contractor. Copies will be reviewed and turned over to Owner's personnel; or they will be returned with comments for resubmission, if necessary.
  - 2. **CONTRACTOR MAY OPT TO SUMIT SOME DOCUMENTS IN ELECTRONIC FORM IN ORDEER TO EXPEDITE THE REVIEW PROCESS. PLEASE NOTE CERTAIN DISCIPLINES PREFER FULL SIZE SHEETS FOR CHECKING OF DETAILS AND AS THE RESULT CONTRACTOR IS ASKED TO REQUEST OPTION FOR ELECTRONIC SUBMITTAL BEFORE TRANSMITTING FOR REVIEW.**
- B. Progress Schedule: Submit within 15 days of Contract execution.
- C. RESUBMISSION REQUIREMENTS: Make any corrections for changes in the submittals required by the Architect/Engineer and resubmit until approved.
- D. Progress Schedule, Shop Drawings and Product Data:
  - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal. Indicate any changes which have been made other than those requested by the Architect.
- E. Samples: Submit new samples as required for initial submittal.
- F. Certifications: Resubmit within ten (10) days.
- G. Operation/Maintenance Manual: Resubmit within ten (10) days.

#### PART 2 - CONTENTS OF SUBMITTALS

##### 2.1 PROGRESS SCHEDULE:

- A. As per Section 00 13 10 - Progress Schedule.

##### 2.2 SHOP DRAWINGS:

- A. Prepared by qualified detailer.
- B. Identify details by reference to Specification Section, sheet and detail members shown on Drawings.
- C. Content:
  - 1. Date of Submission and the date of any previous submission.
  - 2. Project title and number.
  - 3. Names of Contractor, supplier, manufacturer.
  - 4. Identification of the product.
  - 5. Field dimensions, clearly identified as such.
  - 6. Relations to adjacent or critical features of the Work or materials.
  - 7. Applicable standards, such as ASTM or Federal Specification Numbers.

8. Identification of deviations from Contract Documents.
  9. Identification of revisions on resubmittals.
  10. An 8 inch x 3 inch blank space for Contractor and Architect stamps.
- D. No extension of time will be granted for failure to have shop drawings submitted in ample time for review

#### 2.3 PROJECT DATA:

- A. Preparation: Manufacturer's printed data or catalog sheets showing illustrated cuts of items specified.
- B. Content:
1. Clearly mark each copy to identify pertinent products or models.
  2. Show performance characteristics and capacities.
  3. Show dimensions and clearances required.
  4. Show wiring or piping diagrams and controls.
  5. Modify drawings and diagrams to delete information which is not applicable to Work of this Project.
- C. Supplement standard information to provide information specifically applicable to Work of this Project, including:
1. Applicable standards, such as ASTM or Federal Specification number.
  2. Identification of deviations from Contract.
  3. Identification of revisions on resubmittals.

#### 2.4 SAMPLE:

- A. Office samples of sufficient size and quantity to clearly illustrate functional characteristics of the product, with integrally related parts and attachment devices, in full range of color, texture and pattern.

#### 2.5 CERTIFICATIONS:

- A. Definition: Certifications are manufacturer's testimonials prepared by him or by an independent testing agency which certify conformance with specified requirements.
- B. Content: Identify product by reference to specification Section, and by reference to applicable Drawings. Clearly mark each copy to identify pertinent model, if more than one certification is required.

#### 2.6 OPERATION/MAINTENANCE MANUAL:

- A. Preparation:
- B. Size: 8 1/2 inches x 11 inches.
- C. Paper: White typed pages.
- D. Test: Manufacturer's printed data, or neatly typewritten.
- E. Drawings:
1. Provide reinforced punched binder tab, bind in with text.
  2. Fold larger drawings to size of text pages.
  3. Provide fly-leaf to each separate product, or each piece of operating equipment.
  4. Provide typed description of product, and major component parts of equipment.
- F. Provide indexed tabs.
- G. Cover:
- H. Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS", listing:
1. Title of Project.
  2. Identity of separate sections as applicable.
  3. Identity of general subject matter covered in the manual.
- I. Binders: Commercial quality three-ring binders with durable and cleanable plastic covers.
- J. Maximum Ring Size: 1 inch.
- K. When multiple binders are used, correlate the data into related consistent groupings.
- L. Minimum Content:
1. Subcontractor, supplier, and manufacturer list for each volume with name of responsible, principal, address, and telephone number.
  2. Identification of each product by product name and identifying symbols as set forth in Contract Documents.

3. Local source of supply for parts and replacements.
4. Warranties and bonds as specified.
5. Shop drawings and product data as specified in individual Sections.
6. Include additional drawings as necessary to clearly illustrate relations of component parts of systems, including control and flow diagrams.
7. Written text as required to supplement product data for the installation which provides a logical sequence of instructions for each procedure.

#### 2.7 MANUALS FOR EQUIPMENT AND SYSTEMS:

- A. Description for unit and component parts:
  1. Function, normal operating characteristics, and limiting conditions.
  2. Performance curves, engineering data, and tests.
  3. Complete nomenclature and commercial number of replaceable parts.
- B. Operating Procedures:
  1. Start-up, break-in, and routine and normal operating instructions.
  2. Regulation, control, stopping, shut-down, and emergency instructions.
  3. Summer and winter operating instructions.
  4. Special operating instructions.
- C. Maintenance Procedures:
  1. Routine operations.
  2. Guide to "Trouble-shooting".
  3. Disassembly, repair, and reassembly.
  4. Alignment, adjusting, and checking.
  5. Lubrication schedule and list of required lubricants.
  6. Description of sequence of controls operation including as-installed control diagram.
  7. Manufacturer's parts list, illustrations and assembly drawings; indicate items recommended to be stocked as spare parts.
  8. As-installed color coded piping and wiring diagrams.
  9. Charts of valve tag numbers with location and function of each valve.
  10. Circuit directories of panel boards.

#### 2.8 COLOR SELECTIONS SUBMITTALS:

- A. Provide samples, chips, charts, and boards as required for Architect to prepare Color Schedule at least 3 weeks prior to critical decisions being necessary.

#### 2.9 SUBMITTAL SCHEDULE:

- A. Shop Drawings and Product Data: Submit direct prints for product items listed in individual Sections.
- B. Samples: Quantity indicated in individual Section.
- C. Certifications: 4 copies.
- D. Operation/Maintenance Manual: 2 copies.
- E. Manual for Equipment and Systems: 2 copies.
- F. Color Selection Package: 1 copy.

#### 2.10 DISTRIBUTION:

- A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Architect Stamp to:
  1. Record Document file.
  2. Subcontractors.
  3. Supplier or Fabricator.

END OF SECTION

SECTION 00 13 70  
SCHEDULE OF VALUES

PART 1 - GENERAL

- 1.1 DESCRIPTION:
  - A. Requirements for preparation and submission of Schedule of Values.
- 1.2 RELATED SECTIONS:
  - A. 00 10 27 Application for Payment.
- 1.3 SUBMITTALS:
  - A. Submit Schedule of Values as a part of first "Application and Certificate for Payment".
  - B. Submit the number of copies Contractor requires plus 3 copies which will be retained by the Architect.
  - C. Submit under Architect accepted transmittal letter.
- 1.4 INCLUSIONS:
  - A. Provide a separate line listing for each Section listed on Project Manual Table of Contents.
  - B. Provide a separate line listing for each subcontract to subjects listed on Project Manual Table of Contents.
  - C. For items upon which progress payments for stored materials will be requested, list separately value for:
    - 1. All material, shipping, handling, storage, and related costs and taxes through time of storage; and,
    - 2. All handling, installation, and related costs and taxes subsequent of time of storage.
  - D. Include directly proportional amount of Contractor's overhead and profit in each line listing.
  - E. The sum of all values listed shall equal Contract Sum.
- 1.5 FORMAT:
  - A. Type Schedule on AIA G703 "Continuation Sheet for Application and Certificate for Payment".
- 1.6 SUBSTANTIATING DATA:
  - A. Upon request of Architect, furnish substantiating data justifying each line listing questioned.

PART 2 - PRODUCTS - N/A

PART 3 - EXECUTION - N/A

## SECTION 00 14 00

### QUALITY CONTROL

- 1.1 Requirements Included:
  - A. General quality control.
  - B. Mockups and field samples.
  - C. Manufacturer's field services.
  - D. Testing laboratory services.
- 1.2 Quality Control, General:
  - A. Maintain quality control over suppliers, mfrs., products, services, site conditions, and workmanship, to produce work of specified quality.
- 1.3 Mockups and Field Samples:
  - A. When required by individual specification sections, provide full-scale mockups or field samples at project site, at location acceptable to the Architect, in accordance with requirements of the specification section.
  - B. Remove mockup or field sample and clear area when work of that section is complete, when approved by Architect.
  - C. Acceptable in-place mockups may be retained in completed work.
- 1.4 Manufacturers' Field Services:
  - A. When specified, require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, as applicable, and to make appropriate recommendations.
  - B. Representative shall submit written report to Architect listing observations and recommendations.
- 1.5 Testing Laboratory Services: (Reference Section 00 14 10) Testing and Laboratory Services Provided Under Separate Contract with Owner.
  - A. Contractor shall cooperate with testing laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
    - 1. Notify Architect and testing laboratory 24 hours prior to expected time for operations requiring testing services.
    - 2. Make arrangements with testing laboratory and pay for additional samples and tests for contractor's convenience.

END OF SECTION

## SECTION 00 14 50

### TEMPORARY FACILITIES AND ACCESS

#### PART 1 - GENERAL

##### 1.1 TEMPORARY CONSTRUCTION:

- A. Provide facilities for the use of employees, subcontractors, and other authorized personnel.
- B. Remove temporary installations and connections when no longer required or when directed by Architect.
- C. Repair damage caused by defective temporary systems; restore facilities used during construction to specified original condition.

##### 1.2 FIELD OFFICE:

- A. Provide small storage shed for storage of plans/specifications/as-built drawings.
- B. Field office shall be equipped with conference table and chairs capable of seating 8 individuals for monthly meetings with Owner, Architect, Engineers, Contractor(s), etc., held in this office.
- C. Provide small under-counter refrigerator stocked with one diet coke.

##### 1.3 TELEPHONE:

- A. Provide temporary telephone for use by persons involved with project (cell acceptable).

##### 1.4 TOILET:

- A. Provide exterior facility.
- B. Maintain facilities clean, sanitized and secured within the boundary of the required 6' security fence.

##### 1.5 TEMPORARY POWER AND LIGHT:

- A. Contractor provide temporary electrical power and service to the building until such time permanent power is to be turned on for owner's service. All cost for power until building is turned over to owner to be covered under this contract.

##### 1.6 TEMPORARY WATER :

- A. Connect to existing facilities.
- B. Free use of water is allowed.

##### 1.7 VENTILATION:

- A. Provide ventilation of enclosed areas to cure materials to disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.
- B. Prior to operation of permanent facilities for temporary purposes, verify that installation is approved for operation and that filters are in place. Coordinate conditions of use and equipment guarantees with owner.

##### 1.8 TEMPORARY ENCLOSURES AND BARRIERS:

- A. Provide weather tight enclosures to protect Work from elements, and to retain temporary heat.
- B. Provide barriers as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- C. Provide 6' chain link fence around building construction site and lay-down area, with vehicular and pedestrian gates.
- D. Provide barricades and covered walkways as required by governing authorities for public rights-of-way.
- E. Provide barriers around trees and plants designated to remain.
- F. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and ponding or continuously running water.

- G. Contractor must provide barrier around excavations during the day. No excavation, unless within the confines of the 6' chain link fenced construction barrier, may be left open overnight unless a guard is on duty throughout the night to prevent accidents.
- H. Provide silt fence protection as required by the governing authority and State of Texas regulations and submit for approval a silt fence plan for approval by the city before starting any work on the site. Contractor must keep silt fence in good condition throughout the sequence of construction as required by the governing authority. Reference Civil Drawings.

1.9 PUMPS:

- A. Provide and operate drainage and pumping equipment to maintain excavations and site free of standing water.

1.10 CONSTRUCTION AIDS:

- A. Provide scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other equipment required to facilitate execution of the Work.

1.11 SECURITY:

- A. When the Work or any portion thereof is suspended for a temporary period, secure and protect the area to prevent injury and loss.
- B. Contractors are encouraged to provide security pole lighting through the construction process and video cameras should security become an issue that might delay completion of the project.

1.12 SIGNS

- A. Omit job sign requirement per City of Beaumont instruction for cost savings.

1.13 SAFETY

- A. The Contractor must assign a safety coordinator for the project site and maintain a safety manual throughout the sequence of construction.
- B. The Contractor must comply with all OSHA and best application safety standards for the project including their personnel and all other subcontractors and suppliers that are permitted to enter the secured fenced area or utilizing construction vehicles or equipment.
- C. The Contractor must immediately report to the Owner and Architect any and all injuries related to this project or occurring on this project site and submit a written report of incident, treatment and condition.

END OF SECTION

## SECTION 00 16 30

### PRODUCT SUBSTITUTIONS

#### PART 1 – GENERAL

- 1.1 Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the contractor after award of the contract are considered requests for "substitutions". The following are not considered substitutions:
- A. Substitutions requested during the bidding period, and accepted prior to award of contract.
  - B. Revisions to Contract Documents requested by the owner or Architect.
  - C. Specified options of products and construction methods included in Contract Documents.
  - D. Compliance with governing regulations and orders issued by governing authorities.
- 1.2 Submittal: Requests for substitution will be considered if received within 60 days after commencement of the work. Requests received more than 60 days after commencement of the work may be considered or rejected at the discretion of the Architect.
- A. Submit 3 copies of each request for substitution in the form and in accordance with procedures for Change Order proposals.
  - B. Identify the product, or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information as appropriate:
    - 1. Product data, including Drawings and descriptions of products, fabrication and installation procedures.
    - 2. Samples, where applicable or requested.
    - 3. A comparison of significant qualities of the proposed substitution with those specified.
    - 4. A list of changes or modifications needed to other parts of the work and to construction performed by the owner and separate contractors that will be necessary to accommodate the proposed substitution.
    - 5. A statement indicating the substitution's effect on the construction schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.
    - 6. Cost information, including a proposal of the net change, if any in the contract sum.
    - 7. Certification that the substitution is equal-to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include contractor's waiver of rights to additional payment or time that may be necessary because of the substitution's failure to perform adequately.
- 1.3 Architect's Action: Within one week of receipt of the request for substitution, the Architect may request additional information necessary for evaluation. Within 2 weeks of receipt of the request, or one week of receipt of additional information, whichever is later, the Architect will notify the contractor of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change Order.
- 1.4 Substitutions: The contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
- A. Extensive revisions to Contract Documents are not required.
  - B. Proposed changes are in keeping with the general intent of Contract Document.
  - C. The request is timely, fully documented and properly submitted.
  - D. The request is directly related to an "or equal" clause or similar language in the Contract Documents.

- E. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
- F. The specified product or method of construction cannot receive necessary approval by the governing authority, and the requested substitution can be approved.
- G. A substantial advantage is offered the owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the owner may be required to bear. Additional responsibilities for the owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the owner or separate contractors, and similar considerations.
- H. The specified product or method of construction cannot be provided in a manner that is compatible with other materials. The contractor certifies that the substitution will overcome the incompatibility.
- I. The specified product or method of construction cannot be coordinated with other materials. The contractor certifies that the proposed substitution can be coordinated.
- J. The specified product or method of construction cannot provide a warranty required by the Contract Documents. The contractor certifies that the proposed substitution provide the required warranty.
- K. The contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 2 – PRODUCTS

PART 3 – EXECUTION

END OF SECTION

## SECTION 00 17 00

### PROJECT CLOSEOUT

#### PART I – GENERAL

##### 3.1 RELATED DOCUMENTS:

- A. The general provisions of the contract, including General and Supplementary Conditions and other General Requirements sections, apply to the work specified in this Section.

##### 3.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Closeout is hereby notified to include General Requirements near the end of contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Special Requirements for Mechanical and Electrical work are specified in Divisions 15 & 16 Series Sections, respectively. Time of closeout is directly related to "Substantial Completion".
- B. Refer to Division 1 sections for final payment requirements and related provisions.
- C. Refer to Division 1 sections for general submittal requirements.

##### 3.3 PREREQUISITES TO SUBSTANTIAL COMPLETION:

- A. General: Prior to requesting Architect's/ Engineer's Inspection for certification of Substantial Completion, as required by General Conditions (for either the entire work or portions thereof), complete the following and list known exceptions in request:
  - 1. In progress payments, show either 100% completion for portion of work claimed as "Substantially Complete", or list incomplete items, value of incompleteness, and reasons for being incomplete.
  - 2. Advise owner of pending insurance change-over requirements.
  - 3. Deliver tools, spare parts, extra stocks of materials, and similar physical items to owner.
  - 4. Make final change-over of locks and transmit keys to owner, and advise owner's personnel to change-over in security provisions.
  - 5. Complete start-up testing of systems, and instructions of owner's operating/ maintenance personnel. Discontinue (or change-over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
  - 6. Complete final cleaning-up requirements.
- B. Inspection Procedures: Upon receipt of contractor's request, Architect/Engineer will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare Certificate of Substantial Completion, or advise contractor of work that must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

##### 3.4 PREREQUISITES TO FINAL ACCEPTANCE:

- A. General: Prior to requesting Architect's/ Engineer's final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:
  - 1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted, as specified in Division 1 sections. Include certificates of insurance for products and completed operations where required.
  - 2. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
  - 3. Submit certified copy of Architect's/Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect/Engineer.

4. Submit "as-built" record drawings, maintenance manuals. (Final project photographs, damage or settlement survey, property survey, and similar final record information, if necessary.)
  5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
  6. Complete final cleaning-up requirements, including touch-up of marred surfaces.
  7. Submit consent of surety.
  8. Submit, if required, final liquidated damages settlement statement.
  9. Certification of fire alarm system installation.
  10. Building Official's "Certificate of Occupancy" and letter from Fire Marshall stating that he has inspected building and that it has been constructed in accordance with local Fire Code.
- 3.5 Reinspection Procedure: Upon receipt of contractor's notice that work has been completed, including punch-list, items resulting from earlier inspections, and accepting incomplete items delayed because of acceptable circumstances, Architect/Engineer will reinspect work. Upon completion of reinspection, Architect/Engineer will either prepare certificate for final acceptance or advise contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.
- 3.6 RECORD DOCUMENT SUBMITTALS:
- A. General: Specific requirement for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions, with additional provisions indicated in Division 15 & 16-Series sections for Mechanical and Electrical work, respectively. General submittal requirements are indicated in the Division 1 sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistance location; provide access to record documents for Architect's/Engineer's reference during normal working hours.
  - B. Record Drawings: Maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" conditions fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on contract drawings. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information which is recognized to be of importance to owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related Change Order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on cover of each set.
  - C. Maintenance Manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed); examples: Elevators, Food Serving Equipment, Finish Floor Maintenance, and Roof Maintenance. Include emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

PART II - PRODUCTS (Not Applicable)

PART III - EXECUTION

- 3.1 Closeout Procedures: Arrange for each installer of work requiring continuing maintenance (by owner) or operation, to meet with owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance

manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities of operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

3.2 Listing of Instructions: Specifically, but not necessarily by way of limitation, provide instruction to owner's personnel on the following categories of work:

A. Refer to Division 15 & 16 Series sections for Mechanical and Electrical equipment instructions.

3.3 FINAL CLEANING:

A. General: Special cleaning or specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in the Division 1 sections. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required.

1. Remove labels which are not required as permanent labels.
2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass.
3. Clean exposed exterior (new construction, except as otherwise provided in contract documents) and interior hard-surfaced finishes, including metals, masonry, concrete, painted surfaces, plastics, tile, wood, special coatings, and similar surfaces, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbances of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
4. Wipe surfaces of mechanical and electrical equipment clean, and similar equipment in addition to that specified in Divisions 15 and 16; remove excess lubrication and other substances.
5. Remove debris and surface dust from limited-access spaces.
6. Clean concrete floors in non-occupied spaces broom-clean.
7. Vacuum clean carpeted surfaces and similar soft surfaces.
8. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
9. Clean light fixtures and lamps so as to function with full efficiency.
10. Clean project site (yard and grounds), including landscape, development areas, of litter and foreign substances: Sweep paved areas to a broom-clean condition; remove stains, petrochemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.
11. Removal of Protection: Except as otherwise indicated or requested by Architect/Engineer, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work and existing covered walkways.

B. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

3.4 CONTINUING INSPECTIONS:

A. General: Except as otherwise required by specific warranties, agreements to maintain, workmanship/maintenance bonds, and similar continuing commitments, comply with owner's request to participate in inspections at end of each time period of such continuing commitments. Participate in general inspection of the work approx. one year beyond date(s) of Substantial Completion.

END OF SECTION

## SECTION 00 17 20

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.1 REQUIRED DOCUMENTS, ONE COPY:

- A. Project Manual.
- B. Drawings.
- C. Addenda.
- D. Reviewed Shop Drawings.
- E. Change Orders.
- F. Other Contract Modifications.
- G. Test Reports.
- H. Warranties.
- I. Color Samples (actual paint samples on board for each color with mix number/name)
- J. Store documents apart from documents used for construction.
- K. Maintain documents in clean, dry legible condition.
- L. Make documents available for inspection.

##### 1.2 RECORDING:

- A. Label each document PROJECT RECORD in neat, large printed letters.
- B. Record information concurrently with construction progress; do not conceal Work until required information is recorded.
- C. Legibly mark Drawings and Shop Drawings to record deviations from Construction Documents including:
  1. Depths of various elements of foundation in relation to finished floor.
  2. Horizontal and vertical locations of underground utilities and appurtenances by reference to permanent surface improvements.
  3. Location of internal utilities and appurtenances concealed in construction by reference to visible and accessible features.
  4. Field changes of dimension and detail.
  5. Changes made in the field or by Change Order.
- D. Legibly mark each deviation from Section of Specifications and Addenda to record deviations from Construction Documents including:
  1. Manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
  2. Changes made in the field or by Change Order.

##### 1.3 SUBMITTAL:

- A. At Contract Closeout, deliver record documents to Owner, with transmittal letter indicating:
  1. Date
  2. Project title and number
  3. Contractor's name and address
  4. Title and number of each record document
  5. Certification that each document as submitted is complete and accurate.
  6. Signature of Contractor or his authorized representative.

END OF SECTION

SECTION 00 17 30  
OPERATION AND MAINTENANCE DATA

1.1 REQUIREMENTS INCLUDED:

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Furnish any special tools provided by manufacturer for such maintenance and operation.
- C. Instruct Owner's personnel in operation of equipment and systems.

1.2 RELATED REQUIREMENTS

- A. Section 00 17 00: Contract Closeout Procedures

1.3 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel. Submit two copies of complete manual in final form.
- B. Format:
  - 1. Size: 8 1/2 x 11 inches.
  - 2. Text: Manufacturer's printed data, or neatly typewritten.
  - 3. Drawings:
    - a. Provide reinforced punched binder tab; bind in with text.
    - b. Fold larger drawings to size of text pages.
  - 4. Provide fly-leaf for each separate product, or each piece of operating equipment.
    - a. Provide typed description of product, and major component parts of equipment.
    - b. Provide indexed tabs.
  - 5. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List the following:
    - a. Title of project.
    - b. Identity of separate structure as applicable.
    - c. Identify of general subject matter covered in the manual.
  - 6. Binders:
    - a. Commercial quality three-ring binders with durable and cleanable plastic covers.
    - b. Maximum ring size: 1 inch.
    - c. When multiple binders are used, correlate the data into related consistent groups.

1.4 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
  - 1. Contractor, name of responsible principal, address and telephone number.
  - 2. A list of each product required to be included, indexed to content of the volume.
  - 3. List, with 3 EACH product, name, address and telephone number of:
    - a. Subcontractor or installer.
    - b. Maintenance contractor, as appropriate.
    - c. Identify area of responsibility of each.
    - d. Local source of supply for parts and replacement.
  - 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
  - 1. Include only those sheets which are pertinent to the specific product.

2. Annotate each sheet to:
  - a. Clearly identify specific product or part installed.
  - b. Clearly identify data applicable to installation.
  - c. Delete references to inapplicable information.
- C. Drawings:
  1. Supplement product data with drawings as necessary to clearly illustrate:
    - a. Relations of component parts of equipment and systems.
    - b. Control and flow diagrams.
    - c. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
    - d. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
  1. Organize in consistent format under separate headings for different procedures.
  2. Provide logical sequence of instructions for each procedure.
  3. Copy of each warranty and service contract issued.
  4. Provide information sheet for Owner's personnel, indicating:
    - a. Proper procedures in event of failure.
    - b. Instances which might affect validity of warranties.
- E. Other information required by pertinent Sections of the Project Manual.

#### 1.5 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection of acceptance, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
- C. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

END OF SECTION

## SECTION 00 17 40

### WARRANTIES AND BONDS

#### PART 1 – GENERAL

- 1.1 Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the owner.
- 1.2 Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the owner.
  - A. Refer to the General Conditions for terms of the contractor's special warranty of workmanship and materials.
- 1.3 Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the contractor.
- 1.4 Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- 1.5 Reinstatement of Warranty: When work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 1.6 Replacement Cost: On determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of contract documents. The contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through part of its useful service life.
- 1.7 Owner's Recourse: Written warranties made to the owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the owner can enforce such other duties, obligations, rights, or remedies.
- 1.8 Rejection of Warranties: The owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- 1.9 The owner reserves the right to refuse to accept work where a special warranty or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.
- 1.10 Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.
- 1.11 When a designated portion of the work is completed and occupied or used, by separate agreement with the contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the work.
- 1.12 When a special warranty is to be executed by the contractor, or the contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the owner through the Architect for approval prior to final execution.
- 1.13 Refer to individual sections of Divisions 2 through 16 for specific content, and particular requirements for submittal of special warranties.

- 1.14 Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 1/2" by 11" paper.
- 1.15 Provide heavy paper dividers with celluloid covered tabs for each warranty. Mark the 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 the installer.
- 1.16 Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project Title, or name, and the name of the contractor.
- 1.17 When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.
- 1.18 WIND STORM CERTIFICATION CERTIFICATES: The contractor is responsible to work with the structural engineer and with material suppliers to assure that all required certificates for Windstorm 130 MPH are complied with, recorded with the state, and certificates presented in the close-out documents to the owner. One copy of windstorm certificates must be provided to the architect for records.

PART 2 – PRODUCTS

N/A

PART 3 – EXECUTION

NA

END OF SECTION

SECTION 09250  
GYPSUM DRYWALL AND CEMENT BACKER BOARD

1.1 PART 1 - GENERAL

A. RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions, Supplementary General Conditions and other Division 1 Project Manual Sections, apply to work of this Section.

B. DESCRIPTION OF WORK:

1. Types of work include:

- a. Gypsum Drywall screw attached to framing and furring members.
- b. Gypsum Backing Boards for application of other finishes.
- c. Interior water-resistant gypsum board
- d. Drywall finishing (joint tape-and compound treatment.)
- e. Cement backer board for walls receiving ceramic tile installation.
- f. Special trims and accessory items.

C. Related Sections: The following Sections contain requirements that relate to this section

1. Cold-Form Metal Framing                      Section 05400
2. Building Insulation:                              Section 07200
3. Painting:    Section 09900

1.2 QUALITY ASSURANCE:

A. Inspection:

1. Inspect installation of stud partitions and report any conditions to General Contractor that would prevent satisfactory installation of drywall work. Do not install dry-wall until unsatisfactory condition has been corrected.
2. Do not exceed 1/16" offset of planes at joints between panels or variation of 3/16" in 8'-0" from plumb, level or flat.
3. Shim as necessary to comply with tolerances.

1.3 PRODUCT HANDLING:

- A. Deliver material to job site in manufacturer's unopened containers, bundles or packages with manufacturer's name brand, type and grade.
- B. Protect from weather, soiling and damage during storage and handling.

1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's product specifications and installation instructions for each gypsum drywall component, including other data as may be required to show compliance with these specifications.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturer:

1. National Gypsum Co. (Gold Bond)
2. Temple - Inland Forest Products
3. Domtar Gypsum Co.
4. Georgia-Pacific Corp.
5. Gold Bond Building Products Div., National Gypsum Co.
6. United States Gypsum Co.

2.2 MATERIALS:

A. GYPSON BOARD:

1. Gypsum Wallboard: ASTM C 36, of types, edge configuration and thickness indicated below; in maximum lengths available to minimize end-to-end butt joints.
  - a. Type: Type X for fire-resistant rated assemblies
  - b. Edges: Tapered
  - c. 5/8"

2. "Comfort Guard" Moisture and Water-Resistant Gypsum Board: Type and thickness indicated below; in maximum lengths available to minimize end-to-end butt joints.
    - a. Type: X for fire-resistant rated assemblies
    - b. Thickness: 5/8", unless otherwise indicated.
  - B. CEMENT BACKER BOARD FOR CERAMIC TILE:
    1. Durarock 5/8" cement backer board for walls receiving ceramic tile.
  - C. FIBERGLASS-MAT FACED SHEATHING
    1. Georgia-Pacific Dens-Glass sheathing
      - a. 1/2" Thick
- 2.3 TRIM ACCESSORIES:
- A. Cornerbead and Edge Trim for Interior Installation: Comply with ASTM C 840 and the following:
    1. Steel Edge Trim formed from galvanized steel, types per Fig. 1 of ASTM C 840 as follows:
      - a. "LC" Bead, unless otherwise indicated.
      - b. "LK" Bead with square nose for use with kerfed jambs.
      - c. "L" Bead where indicated
      - d. "U" Bead where indicated
  - B. One Piece Control Joint: Formed with perforated face flanges connected by vee-shaped slot, 1/4" wide by approximately 7/16" deep and covered with removable tape, fabricated from the following material:
    1. Either roll-formed zinc or extruded vinyl. Reference drawings for radius formed control joints for barrel vault ceilings and curved forms. (Protect from paint applications with insert)
- 2.4 JOINT TREATMENT MATERIALS:
- A. General: ASTM C 475; type recommended by the manufacturer for the application indicated, except as otherwise indicated.
  - B. Joint Compound: On interior work provide chemical-hardening-type for bedding and filling, ready-mixed vinyl-type or vinyl-type powder type for topping.
  - C. Water Resistant Joint Compound: Special water-resistant type for treatment of joints, fastener heads and cut edges of water-resistant backing board.
    1. Product: Subject to compliance with requirements, provide sheetrock Brand W/R Compound; United States Gypsum Co.
- 2.5 MISCELLANEOUS MATERIALS:
- A. General: Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board.
  - B. Laminating Adhesive: Special adhesive or joint compound specifically recommended for laminating gypsum boards.
  - C. Gypsum Board Screws: Comply with ASTM C 1002.
  - D. Concealed Acoustical Sealant: Nondrying, nonhardening, nonskinning, nonstaining, nonbleeding, gunnable sealant for concealed applications per ASTM C 919.
  - E. Water-Resistant Adhesive: Type I organic adhesive for ceramic tile complying with ANSI A 136.1
  - F. Primer: Polken P-500 Primer
  - G. Seal Tape: Polken 610/612 seam sealing tape, 4" wide
  - H. Sealant: Dow Corning 795 building sealant
  - I. Coated Screws: Epoxy coated non-corrosive screws for securing cement backer board for ceramic tile installation.

## PART 3 - EXECUTION

### 3.1 GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS:

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA 216.
- B. Install sound attenuation blankets as indicated, prior to gypsum board unless readily installed after board has been installed.

- C. Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 24" in alternate courses of board.
- D. Install ceiling boards in the direction and manner which will minimize the number of end-butt joints, and which will avoid end joints in the central area of each ceiling. Stagger end joints at least 24".
- E. Install wall/partition boards vertically to avoid end butt joints wherever possible.
- F. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16" open space between boards. Do not force into place.
- G. Locate either edge or end joints over supports, except in horizontal applications or where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edges abut, tapered edges against tapered edges and mill cut or field cut ends against mill-cut or field cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions.
- H. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.
- I. Solid grout hollow metal door frames for solid core wood doors and hollow metal doors.
- J. Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.
- K. Cover both faces of steel stud partition framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are braced internally. Except where concealed application is required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. area, and may be limited to not less than 75% of full coverage.
- L. Where sound-rated drywall work is indicated, including double-layer work and work on resilient furring, seal the work at perimeters, control and expansion joints, openings and penetrations with a continuous bead of acoustical sealant including a bead at both faces of partitions. Comply with ASTM C 919 and manufacturer's recommendations for location of beads, and close off sound-flanking paths around or through the work, including sealing of partitions above acoustical ceilings.
- M. Space Fasteners in gypsum boards in accordance with referenced standards and manufacturer's recommendations, except as otherwise indicated.

### 3.2 METHODS OF GYPSUM DRYWALL APPLICATION:

- A. Single Layer Application: Install gypsum wallboard.
  - 1. On ceilings apply gypsum board prior to wall/partition board application to the greatest extent possible.
  - 2. On partitions/walls apply gypsum board vertically (parallel), unless otherwise indicated, and provide sheet lengths which will minimize end joints.
- B. Wall Tile Base: Cement Backer Board
- C. Double Layer Application: Install gypsum backing board for base layer and gypsum wallboard for face layer.
  - On Ceilings offset joints between layers at least 10 inches. Apply base layers at right angles to supports unless otherwise indicated.
  - On partitions/walls apply base layer and face layers horizontally with joints of base layer over supports and face layer joints offset at least 10 inches with base layer joints.
- D. Single-Layer Fastening Methods: Apply gypsum boards to supports as follows: Fasten with screws.
- E. Double Layer Fastening Methods: Apply base layer of gypsum board and face layer to base layer as follows: Fasten both base layers and face layers separately to supports with screws.

### 3.3 INSTALLATION OF DRYWALL TRIM ACCESSORIES:

- A. General: Where feasible, use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges to comply with manufacturer's recommendations.

- B. Install corner beads at external corners.
- C. Install control joints at locations indicated, or if not indicated, at spacings and locations required by referenced gypsum board application and finish standard, and approved by the Architect for visual effect.

### 3.4 FINISHING OF DRYWALL:

- A. General: Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, and control joints; penetrations; fastener heads, surface defects and elsewhere as required to prepare work for decoration.
- B. Prefill open joints and rounded or beveled edges, if any, using setting type joint compound.
- C. Apply joint tape at joints between gypsum boards, except where trim accessories are indicated.
- D. Finish interior gypsum wallboard by applying the following joint compounds in 3 coats (not including prefill of openings in base), and sand between coats and after last coat:
  - Embedding and First Coat: Ready-mix drying type all purpose or topping compound.
  - Fill (Second) Coat: Ready mix drying type all purpose or topping compound.
  - Finish (Third) Coat: Ready mix drying type all-purpose or topping compound.
- E. Partial Finishing: Omit third coat and sanding on concealed drywall work which is indicated for drywall finishing or which required finishing to achieve fire-resistance rating, sound rating or to act as air or smoke barrier.
- F. Refer to sections on painting, coatings and wall coverings in Division 9 for decorative finishes to be applied to drywall work.

END OF SECTION 09250

## SECTION 09510 ACOUSTICAL PANEL CEILINGS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Reference Division 07210 Building Insulation for acoustical batt installation above ceiling along wall line.

#### 1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings indicated on Drawings.

#### 1.3 RELATED SECTIONS

- A. Coordinate Work of this Section with work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated
- B. Coordination Drawings: Submit reflected ceiling plans that are coordinated with mechanical, electrical and security work at acoustical ceilings. Show ceiling suspension members, method of anchorage of hangers and ceiling mounted work including light fixtures and air diffusers, grilles, speakers, sprinklers, access panels ,and special moldings
- C. Samples:
  - 1. 6 inch x 6 inch minimum samples of each tile type, pattern, and color required.
  - 2. Set of 12 inch long samples of suspension system members
  - 3. Set of 12 inch long samples of exposed moldings for each color and system type required.
- D. Certificates: Submit manufacturer's certificates of acoustical ceiling units and suspension systems attesting that their products comply with specification requirements and warranties.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. All materials shall be delivered in their original unopened packages and stored in an enclosed shelter providing protection from damage and exposure to the elements.
- B. Storage:
  - 1. Panels: Storage time of materials at the job site should be as short as possible, and environmental conditions should be as near as possible to those specified for occupancy. Excess humidity during storage can cause expansion of material and possible warp, sag, or poor fit after installation. Chemical changes in the mat and/or coatings can be aggravated by excess humidity and cause discoloration during storage, even in unopened cartons. Cartons

- should be removed from pallets and stringers to prevent distortion of material. Long-term (6-12 months) storage under uncontrolled environmental conditions should be avoided.
2. Suspension System: Store in manner that will prevent warping, scratches, or damage of any kind.
- C. Handling: Handle in such manner to ensure against racking, distortion, or physical damage of any kind.
  - D. Damaged or deteriorated materials should be removed from the premises. Immediately before installation, to stabilize tile and panels, store them at a location where temperature and humidity conditions duplicate those ambient during installation and anticipated for occupancy.

## 1.6 ENVIRONMENTAL CONDITIONS

- A. Installation of acoustical panels shall not begin until building is enclosed, permanent heating and cooling equipment is in operation, and residual moisture from plaster, concrete, or terrazzo work has dissipated.

## 1.7 QUALITY ASSURANCE

- A. Single Source Responsibility: To obtain combined warranty for the Donn Brand suspension system and the acoustical panel, color match or ceiling panel and suspension system compatibility, all acoustical panel and suspension system components shall be produced and supplied by one manufacturer. Materials supplied by more than one manufacturer are not acceptable.
- B. Subcontractor qualifications: Installer shall have successful experience in the installation of suspended ceiling systems on projects with requirements similar to requirements specified.
- C. Requirements of regulatory agencies: Codes and regulations of authorities having jurisdiction.
- D. Source quality control:
  1. Test reports: Manufacturer will provide test certification for minimum requirements as tested in accordance with applicable industry standards and/or to meet performance standards specified by various agencies.
  2. Changes from system: System performance following any substitution of materials or change in assembly design must be certified by the manufacturer.
  3. All ceiling panel cartons must contain UL label for acoustical compliance.
  4. All suspension system cartons must contain UL label for load compliance per ASTM C 635.
- E. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section, "Project Management and Coordination".

## 1.8 PROJECT CONDITIONS

- A. Environmental requirements for interior installation: Building shall be enclosed with windows and exterior doors in place and glazed, and roof watertight before installation of ceiling system and related ceiling components.
- B. Coordination with other work:
  1. General: Coordinate with other work supported by or penetrating through the ceiling, including mechanical and electrical work and partition systems.

2. Mechanical work: Ductwork above ceiling shall be complete and permanent heating and cooling systems operating to climate conditions prior to installation of ceiling components.
3. Electrical work: Installation of conduit above ceiling shall be complete before installation of ceiling components.
4. Fire protection work: Fire protection lines and/or equipment occurring above ceiling shall be completed and tested before ceiling components are installed.

C. Protection:

1. Personnel: Follow good safety and industrial hygiene practices during handling and installing of all products and systems, with personnel to take necessary precautions and wear appropriate personal equipment as needed. Read material safety data sheets and related literature for important information on products before installation. Contractor to be solely responsible for all personal safety issues during and subsequent to installation; architect, specifier, owner, and manufacturer will rely on contractor's performance in such regard.
2. Protect completed work above ceiling system from damage during installation of ceiling components.

1.9 EXTRA MATERIALS

- A. **Provide 5% extra tiles of each size and type to the Owner for their use.** Provide them in undamaged condition, and in clean, marked unopened factory packaging.

PART 2 – PRODUCTS

2.1 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING

A. **TYPE "A" Acoustical Ceiling Panels:**

1. Type Square Lay-In:

- (a) Material: Wet-formed mineral fiber.
- (b) Surface Finish: Factory-applied latex paint; Color: White.
- (c) Fire Performance: ASTM E84 characteristics. Flame Spread Index 25 or less. Smoke Developed Index 50 or less. (UL labeled).
- (d) ASTM E1264 Classification: Type III, Form 2, Pattern CE, Fire Class A
- (e) Sag Resistance: Humiguard Plus.
- (f) Anti Mold/Mildew & Bacteria: BioBlock Plus.
- (g) Dimensions: 24 inches x 24 inches x 3/4 inch.
- (h) Edge Detail: Square Lay-in.
- (i) Acoustics:
  - (a) NRC: 0.70
  - (b) CAC: 35
- (j) Light Reflectance (LR): 0.86
- (k) Fire Rating: Class A
- (l) Approved Product: Item No. 1713 School Zone Fine Fissured square lay-in ceiling panels manufactured by Armstrong World Industries, Inc., or Architect approved equivalent.

## 2.2 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

- A. General: ASTM C635, commercial quality pretreated and painted hot-dipped galvanized cold-rolled steel, exposed surfaces prefinished in manufacturer's standard corrosion resistance enamel paint finish; Color: White.
1. Approved Product:
    - (a) **Type "A" Ceiling Installation**: 15/16" Exposed Tee System - White
  2. Suspension System Components:
    - (a) Non-Rated Main Tees: Intermediate Duty Classification; double-web design; 1-1/2 inch high; rectangular top bulb; 15/16 inch exposed flange with roll-formed steel cap; cross tee holes and hanger wire holes at 6 inches o.c.; convenience holes at approximately 2 inches o.c.; integral reversible splices.
    - (b) Cross Tees:
      - (a) 1-1/2 inch high; roll-formed into double-web design with rectangular bulb; 15/16 inch exposed flange with pre-painted steel cap; high tensile steel end clips clenched to web.
      - (b) 1 inch high; roll-formed into double-web design with rectangular bulb; 15/16 inch exposed flange with pre-painted steel cap; high tensile steel end clips clenched to web.
      - (c) Main tees and cross tees shall be positively locked, yet shall be removable without the use of tools.
  3. Accessories:
    - (a) Wall Molding: Angle shape; 7/8 inch mounting flange by 7/8 inch face flange; hemmed edges; exposed surface pre-finished to match suspension system components.
      - (a) Inside Corner: Field-mitered joints at wall molding.
      - (b) Inside Corner: Prefabricated corner cap; formed to 90 degree angle; hemmed edge; size and finish to match wall molding.
      - (c) Outside Corner: Prefabricated corner cap; formed to 90 degree angle; hemmed edge; size and finish to match wall molding.
    - (b) Shadow Molding: Formed steel section; exposed surfaces to match suspension system components.
      - (a) 7/8 inch exposed flange; 3/4 inch x 3/4 inch reveal; 7/8 inch mounting flange.
    - (c) Channel Molding: U-shape; hemmed edges; exposed surfaces pre-finished to match suspension system components; 1 inch or 1/2 inch exposed flange by depth as required for ceiling material.
  4. Suspension System Attachment devices:
    - (a) Hanger Wire: Galvanized carbon steel; soft temper; pre-stretched; yield stress load at least three times the design load but not less than 12-gauge.

## 2.3 METAL EDGE MOLDINGS AND TRIM

- A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated, or if not indicated, manufacturer's standard moldings for edges and penetrations that comply with design requirements; formed from sheet metal of same material, finish and color as that used for exposed flanges of suspension system runners.
1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners, unless otherwise indicated.
  2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
  3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
1. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

### 3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636 and per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook".
- B. Suspend ceiling hangers from building's structural members and as follows;
1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, counter splicing, or other equally effective means.
  3. Where width of ducts and other constructions within ceiling plenum produces hanger spacing that interfere with location of hangers at spacing required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
  4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion or elevated temperatures.
  5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and

- appropriate for both structure to which hangers are attached and type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion or elevated temperatures.
6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, post installed mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
  7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
  8. Do not attach hangers to steel deck tabs.
  9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
  10. Space hangers not more than 48 inches o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
  11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
- D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent or kinked members.
- E. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
1. Arrange directionally patterned acoustical panels with pattern running in one direction parallel to long axis of space, unless indicated otherwise.
  2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
  3. For reveal-edged panels on suspension system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
  4. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
  5. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, space as recommended by panel manufacturer's written instructions, unless otherwise indicated.

### 3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceiling, including trim, edge moldings and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09510

## SECTION 09660

### RESILIENT FLOORING – PATTERNED LVT

#### SECTION 09650 - RESILIENT FLOORING

##### PART 1 - GENERAL

###### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary General Conditions and other Division 1 Project Manual Sections, apply to work of this Section.

###### 1.2 DESCRIPTION OF WORK:

- A. Extent of resilient flooring, feature strips at doors, rubber base and accessories is shown on drawings and in schedules.

###### 1.3 QUALITY ASSURANCE:

- A. Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

###### 1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical data for each type of resilient flooring and accessory.
- B. Samples for Initial Selection Purposes: Submit manufacturer's standard color charts in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available, for each type of resilient flooring required.

###### 1.5 PROJECT CONDITIONS:

- A. Flooring installer must coordinate floor slab finish with general contractor and concrete foundation subcontractor for compliance with flooring manufacturer's recommendations.
- B. Maintain minimum temperature of 65 deg F (18 deg C) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 deg F (13 deg C) in areas where work is completed.
- C. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's recommended bond and moisture test.

##### PART 2 - PRODUCTS

###### 2.1 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  - 1. Manufacturers of Vinyl Composition Tile
    - (1) Mohawk Group

###### 2.2 RESILIENT Flooring:

- A. LVT Pattern Laid Vinyl Floor Tile: Products complying with ASTM F 1066, Composition 1 (nonasbestos formulated). Three separate color selections under colors.
  - 1. Mohawk Group, Matuto Plus Stone C Product Type: Enhanced resilient tile
  - 2. Thickness: .25 mm
  - 3. Wear layer: 20 mil
  - 4. Finish: M-Force™ Ultra Enhanced Urethane
  - 5. Size: 12 x 24 inches
  - 6. Warranties: Limited 20 year wear warranty

7. Three color repeat pattern as indicated on drawings with the following three materials selections perpendicular to surrounding walls (not 45 degree for ease of installation) utilizing manufacturer's **Art Deco Pattern**:
  - a. **Mohawk Group Matuto Plus Stone C0135: 969A Grey Granite Stone**
  - b. **Mohawk Group Matuto Plus Stone C0135: 858A Bronze Blast Stone**
  - c. **Mohawk Group Matuto Plus Stone C0135: 915A Frostbite Stone**
- B. Rubber Wall Base: Provide rubber base complying with FS SS-W-40, Type I, with matching end stops and preformed or molded corner units, and as follows:
  1. Height: 4" inches.
  2. Thickness: 1/8-inch gage.
  3. Style: Standard top set cove, continuous roll.
  4. Roppe
- C. Resilient Edge Strips: 1/8-inch-thick, homogenous vinyl or rubber composition, tapered or bullnose edge, color to match flooring, or as selected by Architect from standard colors available; not less than 1 inch wide. Install at all door openings central at frame.
- D. Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.
- E. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
- F. Leveling and Patching Compounds: Latex types as recommended by flooring manufacturer.

### PART 3 - EXECUTION

#### 3.1 Luxury Vinyl Tile and Vinyl Composition Floor Tile:

- A. Coordinate with general contractor and concrete foundation subcontractor: to assure that finish on concrete slab is in compliance with manufacturer's recommendations.
- B. Examine conditions of slab to assure compliance with variances in elevations and surface preparation. Apply leveling compound as required to meet level condition and in compliance with flooring manufacturer's recommendations.
- C. Install in compliance with manufacturer's written guidelines including preparation of floor, environmental conditions and clean-up.
- D. Utilize application methods and glue systems recommended by manufacturer of floor.
- E. Flooring to be laid in basket-weave application.
- F. Clean glue residue and markings on floor.

3.2 Apply wall base to casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed corner units, or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.

#### 3.3 CLEANING AND PROTECTION:

- A. Perform following operations immediately upon completion of resilient flooring:
  - a. Sweep or vacuum floor thoroughly.
  - b. Do not wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive.
  - c. Damp mop floor and remove any excess adhesive or other surface blemishes, using appropriate cleaner recommended by resilient flooring manufacturers.
- B. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by tile manufacturer.
- C. Apply protective floor polish to tile surfaces that are free from soil, visible adhesive, and surface blemishes.
  - a. Use commercially available, metal, cross-linked acrylic product acceptable to tile manufacturer.
  - b. Coordinate selection of floor polish with Owner's maintenance service.

3.4 EXTRA STOCK:

A. Deliver stock of maintenance materials to Owner.

1. Furnish 5% stock material to owner for each type, color, pattern and size installed.  
Provide maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.
2. Rubber Base: Furnish 5% stock material to owner for each type and color installed.

END OF SECTION 09660

## SECTION 09681

### CARPET

#### PART 1 – GENERAL

##### 1.1 Submittals:

- A. In addition to product data, submit the following:
  - 1. Shop drawings showing installation details at special conditions.
  - 2. Samples showing full range of color, texture, and pattern variations expected.
- B. Substrate Conditions: No condensation within 48 hours on underside of 4-foot by 4-foot polyethylene sheet, fully taped at perimeter to substrate.
- C. Substrate Conditions: pH of 9 or less when substrate wetted with potable water and pHydriion paper applied
- D. Deliver extra materials to owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage and identified with labels describing contents.
- E. Leveling of non-compliant slab utilizing Ardex self-leveling material only. Floor carpeting company installer must inspect and approve floor conditions. Any required leveling will be the responsibility of the contractor.

#### PART 2 - PRODUCTS

##### 2.1 Carpet Material:

- A. Recommended Installation: Direct Glue-Down Perimeter and as directed by manufacturer for each specific application
- B. Walk-Off Carpet for Interior Ramp:
  - 1. Mohawk Group: Tuff Stuff II Collection – Step in Style II, 955 Cobalt
    - (a) Earthen Weave I0286
    - (b) Collection: Infinite Wisdom
    - (c) Construction: Multi-Level Pattern Loop
    - (d) Product Type: Tile
    - (e) Fiber: Eco Solution Q Nylon
    - (f) Backing: EcoWorx tile
    - (g) Dye Method: 100% Solution dyed
    - (h) Tufted Weight: 19.0
    - (i) Warranty: Lifetime Commercial limited
- C. Office and Public Area Carpeted Areas: (Install plank style 50%)
  - 1. Mohawk Group: Intention Tile 18 x 36
    - (a) Collection: Creating Space
    - (b) Style: Intention 5t378
    - (c) Size: 18 x 36 inches
    - (d) Type: Carpet Tile
    - (e) Fiber: Eco Solution Q Nuylon
    - (f) Tufted Weight: 20 oz/yd
    - (g) Warranty: Lifetime commercial limited warranty

- 2.2 Installation Adhesive: Water resistant and nonstaining as recommended by carpet manufacturer to comply with flammability requirements for installed carpet.
- 2.3 Trim Accessories for carpet installation:
- A. Transition between Carpet and tile or Terrazzo: Metal Rod Transition by Tandus-Centiva. .
  - B. Other transitions: Roppe, Johnsonite transition strips

### PART 3 - EXECUTION

#### 3.1 Installation.

- A. All work shall comply with carpet manufacturer's written requirements for certification of installation and granting of extended warranties as specified upon completion and all materials installed perpendicular to surrounding walls, not 45 degree to walls.
- B. General: Clear away debris and scrape up cementitious deposits from concrete surfaces to receive carpet, apply sealer to prevent dusting. Comply with manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position; do not place seams perpendicular to door frame, in direction of traffic through doorway. Do not bridge building expansion joints with continuous carpet.
  - 1. Extend carpet under removable flanges and furnishings and into alcoves and closets of each space.
  - 2. Provide cutouts where required, and bind cut edges where not concealed by protective edge guards or overlapping flanges.
  - 3. Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.
  - 4. Fit sections of carpet prior to application of adhesive. Trim edges and butt cuts with seaming cement.
  - 5. Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Butt edges tight to form seams without gaps. Roll entire area lightly to eliminate air pockets and ensure uniform bond. Remove adhesive from carpet surface with manufacturer's recommended cleaning agent.
  - 6. Remove and dispose of debris and unusable scraps. Vacuum with commercial machine with face-beater element. Remove spots. Replace carpet where spots cannot be removed. Remove protruding face yard.

3.2 Protection: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, to ensure carpet is not damaged or deteriorated at time of Substantial Completion.

3.3 Extra Materials: Provide Owner with 5% of total product installed as stock materials for owner's use in facility at the end of the job matching the run pattern provided.

END OF SECTION 09680

SECTION 09900  
PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior and Exterior paint and coatings systems including surface preparation.

1.2 SUBMITTALS

- A. Product Data: For each paint system indicated, including.
  - 1. Product characteristics.
  - 2. Surface preparation instructions and recommendations.
  - 3. Primer requirements and finish specification.
  - 4. Storage and handling requirements and recommendations.
  - 5. Application methods.
  - 6. Cautions for storage, handling and installation.
- B. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- C. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish surfaces for verification of products, colors and sheens.
  - 2. Finish area designated by Architect.
  - 3. Provide samples that designate primer and finish coats.
  - 4. Do not proceed with remaining work until the Architect approves the mock-up.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
  - 1. Product name, and type (description).
  - 2. Application and use instructions.
  - 3. Surface preparation.
  - 4. VOC content.
  - 5. Environmental handling.
  - 6. Batch date.
  - 7. Color number.

- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

#### 1.5 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

#### 1.6 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
  - 1. Match Owner's water based semi-gloss enamel for all gypsum board work.

#### 2.2 APPLICATIONS/SCOPE

- A. Interior High Performance Paints and Coatings:
  - 1. Plaster (repaired as required for contiguous smooth surface prior to priming and application to two coats finish paint.
  - 2. Masonry: CMU - concrete, split face, scored, smooth, stucco.
  - 3. Wood: Repair water damaged finish to match including stain and semi-gloss finish.
  - 4. Drywall: Drywall board, Gypsum board patch and repair.
  - 5. Plaster: Walls, ceilings patch and repair.

#### 2.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
  - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's

specifications.

- D. Color: Refer to Finish Schedule for paint colors, and as selected.

## 2.4 INTERIOR PAINT SYSTEMS

- A. Will match Owner's current "Bone White" semi-gloss enamel water based paint for all wall applications.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

### 3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
  - 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
  - 2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
  - 3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
  - 4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- B. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.
- C. Plaster: Must be allowed to dry thoroughly for at least 30 days before painting, unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

### 3.3 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

### 3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION