



Board of County Commissioners Agenda Request

3A
Agenda Item #

Requested Meeting Date: July 13th, 2021

Title of Item: Approve Contract/Advertise for Bids

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jessica Seibert	Department: Administration	
Presenter (Name and Title): Jim Bright, Facilities Coordinator		Estimated Time Needed: 15 min.
Summary of Issue: Staff will present a services contract for repair of the front Judicial Center staircase and seek Board approval to advertise for bids. The contract will be emailed to Commissioners ahead of time and available to the public at the meeting.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve service contract and advertise for bids.		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

FSSolutions is here to assist you with all your regulatory questions. Please contact us at compliance@fssolutions.com.



FSSolutions | 100 Highpoint Drive, Suite 102, Chalfont, PA 18914

[Unsubscribe](#) bobbie.danielson@co.aitkin.mn.us

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by notifications@fssolutions.com powered by



Try email marketing for free today!

AITKIN COUNTY EXTERIOR STAIR REPLACEMENT

AITKIN, MN



VICINITY MAP

NOT TO SCALE



PROJECT LOCATION MAP

NOT TO SCALE



PROJECT TEAM

PROJECT OWNER

CONTACT: JIM BRIGHT - MAINTENANCE SUPERVISOR

AITKIN COUNTY
217 2ND ST NW, ROOM 115
AITKIN, MN 56431
PH (218) 927-7363
E-MAIL: jim.bright@email.co.aitkin.mn.us

ARCHITECT

ARCHITECT: KEVIN PIRON
CONTACT: SCOTT SOSALLA

ARCHITECTURAL RESOURCES, INC
704 EAST HOWARD STREET
HIBBING, MN 55746
PH (218) 263-8868
FAX (218) 722-6803
E-MAIL: kevin.piron@arimn.com
scott.sosalla@arimn.com

STRUCTURAL

CONTACT: MARK R. UOQ, P.E.

NORTHLAND CONSULTING ENGINEERS
102 SOUTH 21ST AVENUE WEST, SUITE #1
DULUTH, MN 55746
PH (218) 727-5995
FAX (218) 727-7778
E-MAIL: mark@nle-duluth.com

SHEET INDEX

SHEET	DESCRIPTION
COVER	
001	SHEET INDEX BUILDING CODE REVIEW
ARCHITECTURAL	
A01	DEVELOPMENT PLANS
A11	PLANS
A12	SECTIONS & DETAILS

CODE REVIEW

EXISTING CONSTRUCTION: IIB
OCCUPANCY: B
BUILDING TOTAL SPRINKLER

EXISTING AREAS:
No Change in Area

APPLICABLE CODES

- 2020 MINNESOTA BUILDING CODE
- 2018 INTERNATIONAL BUILDING CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2020 MINNESOTA ENERGY CODE
- 2020 MINNESOTA ACCESSIBILITY CODE
- 2020 MINNESOTA MECHANICAL & PUEB GAS CODE
- 2015 MINNESOTA STATE PLUMBING CODE
- 2020 MINNESOTA STATE FIRE CODE

OTHER GUIDELINES

- LIFE SAFETY CODE - NFPA 101
- LOCAL UTILITY COMPANY REQUIREMENTS



- ARCHITECTURE
- LANDSCAPE ARCHITECTURE
- INTERIOR DESIGN
- ENGINEERING
- TECHNOLOGY

www.ariinc.com

- 704 EAST HOWARD STREET
HIBBING, MINNESOTA 55746

PH: 218.262.8868

PH: 218.222.4820

- 126 EAST SUPERIOR STREET
DULUTH, MINNESOTA 55802

PH: 218.222.8481

PH: 218.222.8483

AITKIN COUNTY
EXTERIOR STAIR
REPLACEMENT
AITKIN, MN

PROJECT NO.: 21-025

DATE: 14-JUNE-2021

DRAWN BY: MP

REVISIONS:

ARCHITECT: KEVIN PIRON, JUNE 14, 2021



COV

This drawing and all information contained herein is the exclusive property of Architectural Resources Inc. and is not to be copied or used in any way without the express written consent of Architectural Resources Inc.



- ARCHITECTURE
- LANDSCAPE
- INTERIOR DESIGN
- ENGINEERING
- TECHNOLOGY

www.ariinc.com

• 704 EAST HOWARD STREET
HERSH, MINNESOTA 55344
Tel: 218 243 4848
Fax: 218 222 4803

• 124 EAST SUPERIOR STREET
DULUTH, MINNESOTA 55802
Tel: 218 737 4881
Fax: 218 222 8483

AITKIN COUNTY
EXTERIOR STAIR
REPLACEMENT
AITKIN, MN

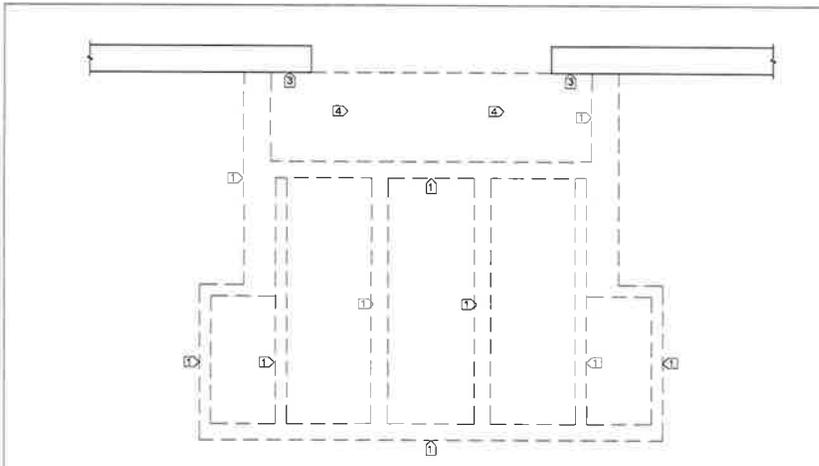
PROJECT NO.: 21-025
DATE: 14-JUNE-2021
DRAWN BY: MP
REVISIONS:

ARCHITECT UNDER THE
PRELIMINARY
DO NOT USE FOR
CONSTRUCTION
33-3000-0000-0001

DEMOLITION
PLANS

A
0.1

This drawing and all information contained herein is the exclusive property of Architectural Resources Inc. and is not to be copied or used in any way without the express written consent of Architectural Resources Inc.



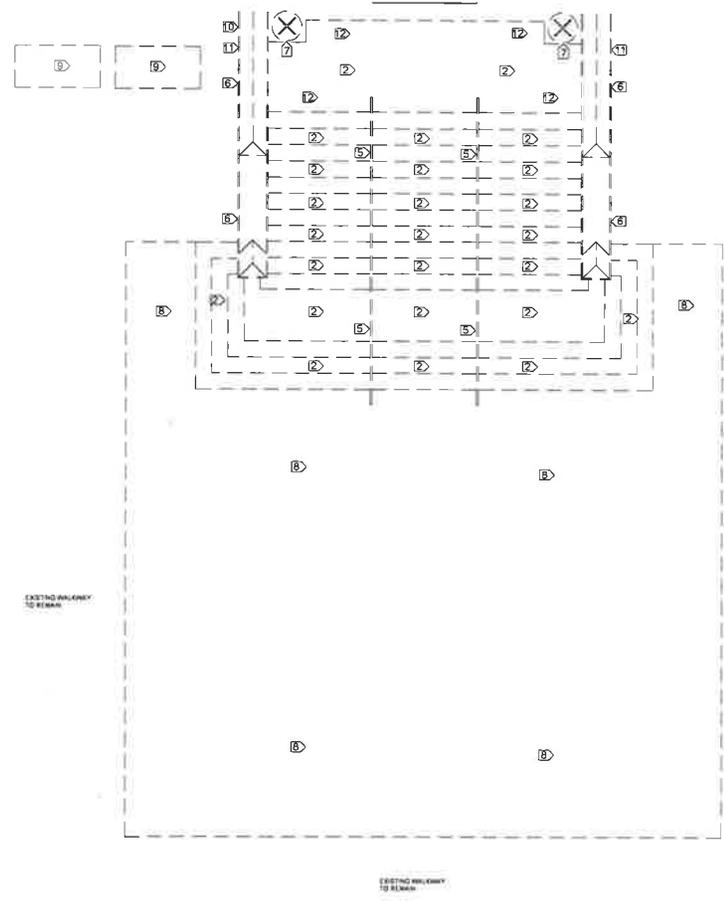
FOUNDATION DEMOLITION PLAN

0 1 2 4 8
SCALE



DEMO NOTES:

- 1 REMOVE EXISTING FOUNDATION WALLS AND ASSOCIATED FOOTINGS
- 2 REMOVE EXISTING STONE STAIR AND LANDING SLABS
- 3 REMOVE EXISTING PLASTER AND FURRING DOWN TO EXISTING MASONRY WALL
- 4 REMOVE EXISTING CONCRETE FLOOR
- 5 REMOVE EXISTING HANDRAIL SALVAGE FOR REUSE ON NEW STAIRS. MODIFY AS REQUIRED
- 6 REMOVE EXISTING STONE WALL PANELS AND FOUNDATION WALLS
- 7 REMOVE EXISTING LIGHT POLE AND WIRING RELOCATE TO NEW STAIRS. SEE PLAN FOR LOCATION. BY OWNER
- 8 REMOVE EXISTING CONCRETE WALLS. PREPARE SITE TO RECEIVE NEW CONCRETE WALLS.
- 9 DISCONNECT AND RELOCATE EXISTING MECHANICAL UNITS, PIPING AND WIRING. SEE PLANS FOR NEW LOCATION. BY OWNER
- 10 DISCONNECT AND REMOVE EXISTING CONDUITS AND DISCONNECT BY OWNER
- 11 REMOVE EXISTING WINDOW AND METAL BARS
- 12 REMOVE EXISTING FLOW HOISTING ACROSS LANDING. CLEAR WALL TO REMOVE ALL GUSSES. USE G FOR ATTACHMENT. TUCK POINT WALL AS REQUIRED.



MAIN LEVEL DEMOLITION PLAN

0 1 2 4 8
SCALE





- ARCHITECTURE
- LANDSCAPE
- INTERIOR DESIGN
- ENGINEERING
- TECHNOLOGY

www.arimn.com

- 724 EAST HOWARD STREET
MINNEAPOLIS, MINNESOTA 55416
TEL: 218.743.8848
FAX: 218.722.8803
- 124 EAST SUPERIOR STREET
DULUTH, MINNESOTA 55802
TEL: 218.722.8481
FAX: 218.722.8483

AITKIN COUNTY
EXTERIOR STAIR
REPLACEMENT
AITKIN, MN

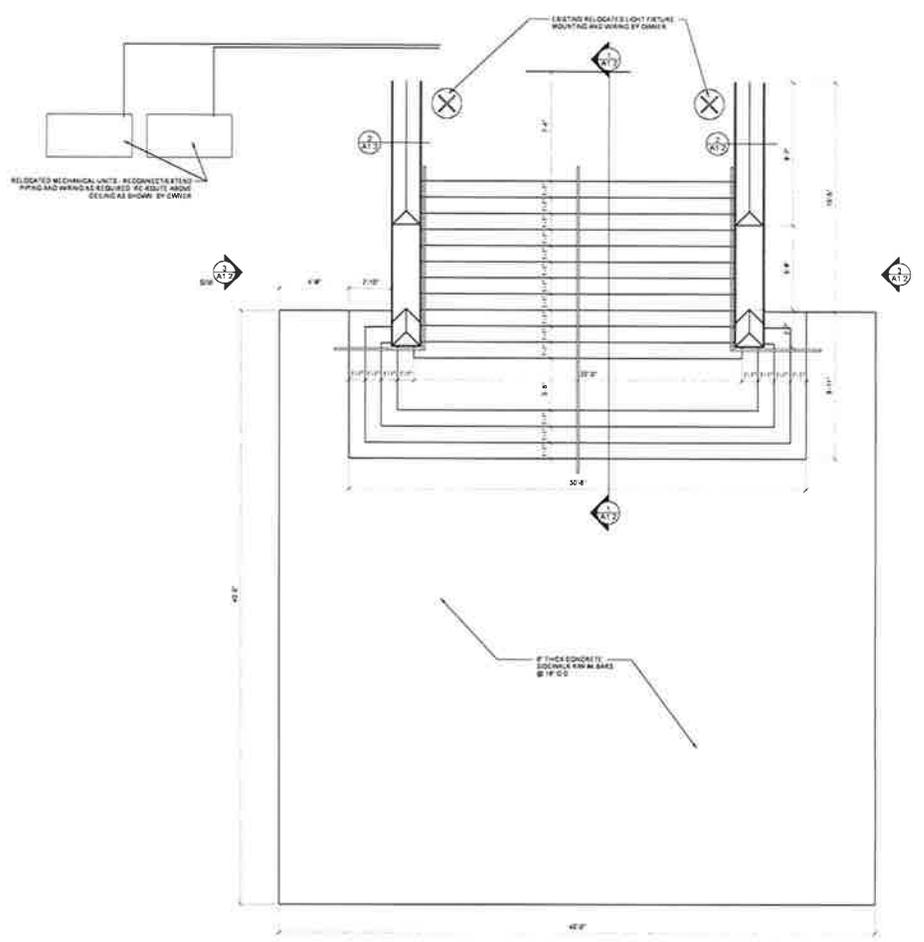
PROJECT NO.: 21-025
DATE: 14-JUNE-2021
DRAWN BY: MP
REVISIONS:

ARCHITECT UNDER THE
PRELIMINARY
DO NOT USE FOR
CONSTRUCTION
X6-1000-0000

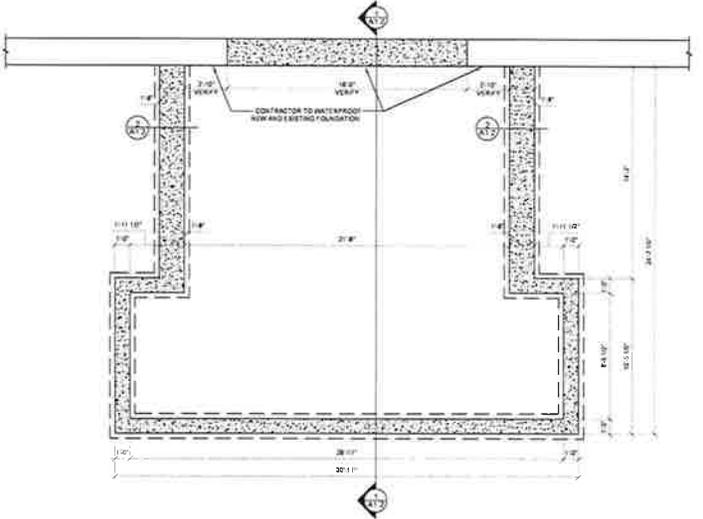
PLANS

A
1.1

The drawing and all information contained herein is the exclusive property of Architectural Resources, Inc. and shall not be copied or used in any way without the express written consent of Architectural Resources, Inc.

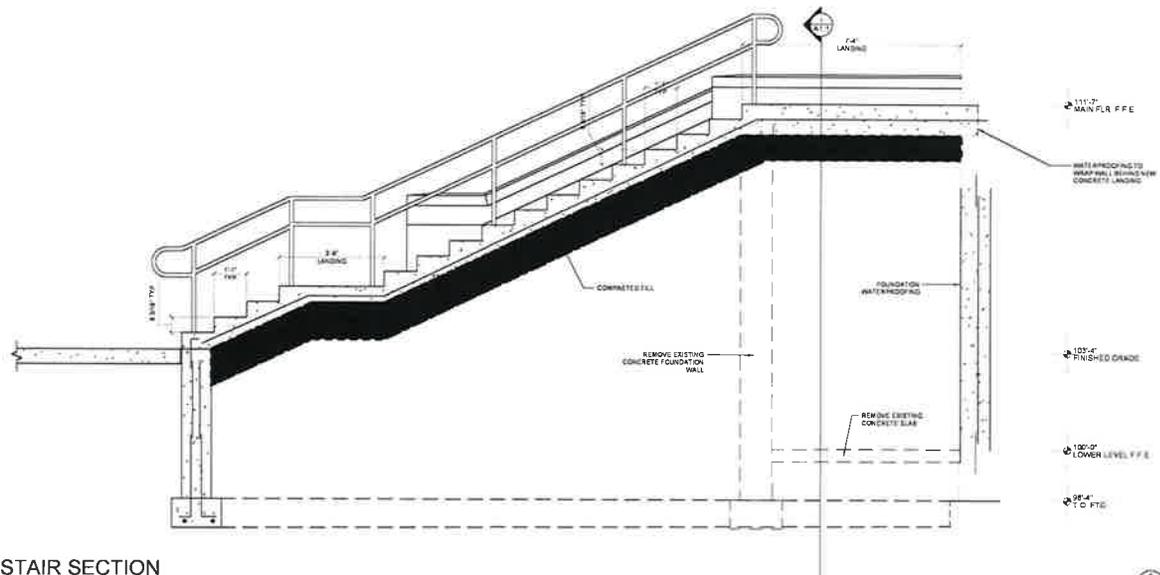


FOUNDATION PLAN



FOUNDATION PLAN

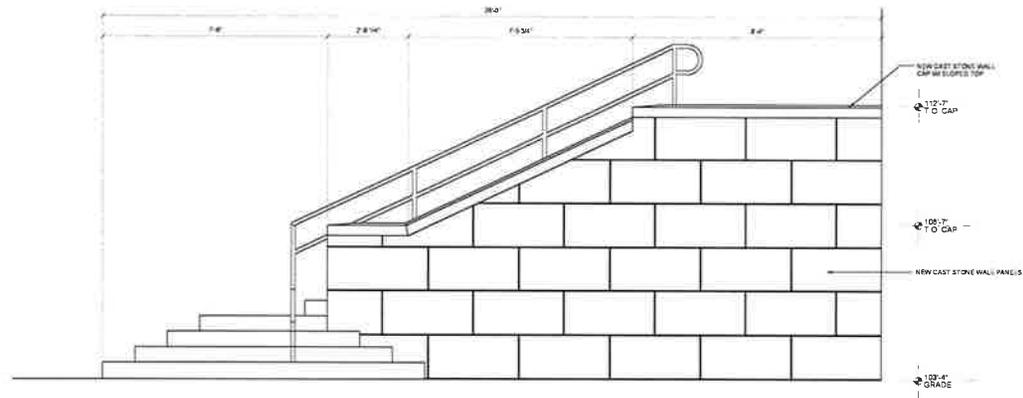




STAIR SECTION

0 1 2 3 4
SCALE

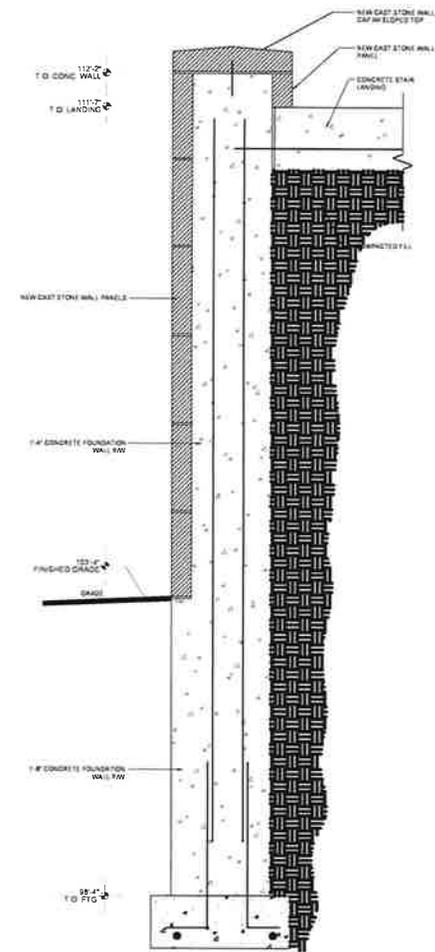
1
AT 2



ELEVATION @ STAIR

0 1 2 3 4
SCALE

3
AT 2



STAIR SECTION

0 1 2 3 4
SCALE

2
AT 2



- ARCHITECTURE
- LANDSCAPE
- INTERIOR DESIGN
- ENGINEERING
- TECHNOLOGY

www.ari.com
 724 EAST HOWARD STREET
 MINNEAPOLIS, MINNESOTA 55414
 TEL: 218.242.4848
 FAX: 218.252.4823
 124 EAST SUPERIOR STREET
 DULUTH, MINNESOTA 55802
 TEL: 218.727.8481
 FAX: 218.722.8483

AITKIN COUNTY
 EXTERIOR STAIR
 REPLACEMENT
 AITKIN, MN

PROJECT NO.: 21-025
 DATE: 14-JUNE-2021
 DRAWN BY: IMP
 REVISIONS:



SECTIONS &
 DETAILS

A
 1.2

The accuracy and information contained herein is the sole responsibility of the Architectural Resources, Inc. and shall be based on what is given without the express written consent of Architectural Resources, Inc.

SPECIFICATIONS:

**AITKIN COUNTY COURTHOUSE
EXTERIOR STAIR REPLACEMENT**

Aitkin, Minnesota

OWNER:

AITKIN COUNTY
209 2nd Street NW
Aitkin, MN 56431

ARCHITECTS/LANDSCAPE ARCHITECTS/ENGINEERS/INTERIOR DESIGNERS:

ARCHITECTURAL RESOURCES, INC.
704 East Howard Street
Hibbing, MN 55746
(218) 263-6868

PROJECT NO.: 21-025
SPECIFICATION DATE: June 18, 2021
BID DATE: xxxxxxxxxxxxxxxxxxxxxx@ 2:00 p.m. local time

[PRELIMINARY]

Architectural
Resources Inc



specifications

architects | landscape architects | engineers | interior designers

SPECIFICATIONS:

**AITKIN COUNTY COURTHOUSE
EXTERIOR STAIR REPLACEMENT**

Aitkin, Minnesota

OWNER:

AITKIN COUNTY
209 2nd Street NW
Aitkin, MN 56431

ARCHITECTS/LANDSCAPE ARCHITECTS/ENGINEERS/INTERIOR DESIGNERS:

ARCHITECTURAL RESOURCES, INC.
704 East Howard Street
Hibbing, MN 55746
(218) 263-6868

PROJECT NO: 21-025

SPECIFICATION DATE: June 18, 2021

BID DATE: xxxxxxxxxxxxxxxxxxxxxx@ 2:00 p.m. local time

I hereby certify that this plan, specification or report was prepared by me or under my supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Kevin Piron

Reg. No. 49819

SECTION 00 01 10 - TABLE OF CONTENTS**DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS**

Section 00 01 01	Title Sheet
Section 00 01 10	Table of Contents
Section 00 01 15	Schedule of Drawings
Section 00 11 00	Invitation to Bidders
Section 00 21 13	Instruction to Bidders
Section 00 42 00	Proposal Form
Section 00 72 00	General Conditions
Section 00 73 00	Supplementary General Conditions

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 11 00	Summary of the Work
Section 01 29 00	Measurement & Payment
Section 01 31 00	Coordination
Section 01 31 19	Project Meetings
Section 01 33 00	Submittals
Section 01 41 00	Regulatory Requirements
Section 01 50 00	Construction Facilities & Temporary Controls
Section 01 60 00	Material & Equipment
Section 01 70 00	Project Closeout

DIVISION 02 - EXISTING CONDITIONS

Section 02 40 00	Demolition
------------------	------------

DIVISION 03 - CONCRETE

Section 03 11 00	Concrete Formwork
Section 03 20 00	Concrete Reinforcement
Section 03 30 00	Cast-In-Place Concrete

DIVISION 04 - MASONRY

Section 04 72 00	Cast Stone
------------------	------------

DIVISION 05 - METALS

Section 05 50 00	Metal Fabrications
------------------	--------------------

DIVISION 06 – WOOD & PLASTICS

Section 06 10 00	Rough Carpentry
------------------	-----------------

DIVISION 07 – THERMAL & MOISTURE PROTECTION

Section 07 90 00	Caulking & Sealants
------------------	---------------------

DIVISION 31 - EARTHWORK

Section 31 23 00 Excavation & Fill

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 11 23 Aggregate Base Courses
Section 32 13 13 Concrete Paving

END OF SECTION

SECTION 00 01 15 - SCHEDULE OF DRAWINGS

SHEET NO

TITLE

GENERAL

COV

COVER

ARCHITECTURAL

A0.1

DEMOLITION PLANS

A1.1

PLANS

A1.2

SECTIONS & DETAILS

SECTION 00 11 00 - INVITATION TO BIDDERS

PROJECT:

**Aitkin County Courthouse Exterior Stair Replacement
Aitkin, Minnesota**

Notice is hereby given that sealed bids the Aitkin County Courthouse Exterior Stair Replacement will be received by the Owner, Aitkin, County, at the office of the Aitkin County Facilities Coordinator 209 2nd Street NW, Aitkin, MN 56431 until:

BID DATE: XXXXXXXXXXXXXXXXXX
BID TIME: 2:00 p.m. Local Time

At which time they will be publicly opened and read aloud. Bids received after this date and hour will be returned unopened.

All bids must be prepared on the form provided by the Architect and submitted in accordance with the Instructions To Bidders (Section 00 21 13). Bids are to be addressed to Jim Bright the aforesaid address and are to be in a sealed opaque envelope conspicuously marked on the outside identifying the project name.

Plans, Specifications and Proposal Forms as prepared by Architectural Resources, Inc., 704 East Howard Street, Hibbing, MN 55746, (218) 263-6868, are available from the Architect's office either in electronic form at no cost or in hard copy form for a non-refundable fee for the cost of reproduction. Plans and Specifications may be reviewed at the offices of the Architect; the Owner; at the Minnesota Builders Exchange and through Dodge Data & Analytics.

Each bid must be accompanied by a certified check, cashier's check, or bidder's bond in the amount of five percent (5%) of the bid, payable to the Aitkin County; as provided in the specifications, said check and the amount thereof or the amount of the bidder's bond to be forfeited as liquidated damages if the bidder furnishing the same neglects or refuses to promptly carry out said bid or enter into contract with Aitkin County.

No bids may be withdrawn within thirty (30) days from the scheduled closing time for receiving bids.

The right is reserved to reject any or all bids or parts of bids and to waive informalities therein, and to award the contract to other than the lowest bidder if in their discretion the interests of the Owner will be best served thereby.

Aitkin, County
209 2nd St NW
Aitkin, MN 56431

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**1 - GENERAL**

- A. Time for bid opening shall be the prevailing central standard or day-light saving time in force at Aitkin on the date set forth in the Notice for Bids.
- B. Before submitting a bid, the Bidder shall examine all of the drawings and specifications enumerated in the Table of Contents of this specification volume. The successful Bidder will be required to do all work which is shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the Bidder's contract.
- C. The Bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site, conditions of actual job site, and facilities for delivering, storing, placing, and handling of materials and equipment.
- D. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for delay in the work or additional compensation.

2 - DRAWINGS AND SPECIFICATIONS

- A. The drawings and specifications which form a part of this contract, as stated in Article 1 of the General Conditions, are enumerated in the Table of Contents of this specification volume.
- B. Complete sets of drawings and specifications for all trades will be issued to all bidders, irrespective of the category of work to be bid on, in order that all bidders may be familiar with the work of other trades as they affect their bid.

3 - INTERPRETATION

- A. No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidder shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least seven (7) days before the date set for bid opening. Prompt clarification will be supplied to all bidders of record by addendum.
- B. Failure to request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough understanding of the scope of work and comprehension of the contract documents.
- C. Neither the Owner, nor the Architect/Engineer, will be responsible for verbal instructions.

4 - QUALIFICATIONS OF BIDDER

- A. Before award of contract can be approved, the Owner shall be satisfied that Bidder involved meets the following requirements:
 - 1. Has completed one or more projects of at least 50% of the size or value of the division of work being bid and the type of work completed is similar to that being bid. If a greater magnitude of experience is deemed necessary, other than size or value of the work, such requirements will be described in the appropriate technical section of these specifications.

2. Has access to all necessary equipment and has organizational capacity and technical competence necessary to enable performance of the work properly and expeditiously.
 3. Maintains a permanent place of business.
 4. Provides a sworn statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
 5. Is bondable for the terms of the proposed contract.
 6. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by contractor will include:
 - a. Completed contracts in accordance with drawings and specifications.
 - b. Diligently pursued execution of the work and completed contracts according to the established time schedule unless extensions are granted by the Owner.
 - c. Ability to fulfill the guarantee requirements of the contract documents.
- B. The Architect/Engineer will make such investigations as is deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Architect/Engineer all such information and data for this purpose as the Architect/Engineer may request. The Owner reserves the right to reject the bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that the Bidder is responsible and qualified to carry out the obligations of the contract and to complete the work contemplated therein.

5 – RESPONSIBLE CONTRACTOR REQUIREMENT

- A. Minnesota Statute 16C.285 is a requirement for this project. Contractors and subcontractors bidding this project are to fulfill the requirements of this statute to be awarded a contract or subcontract for construction.

Subd. 4. Verification of compliance. A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document. A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted. A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

Subd. 5. Subcontractor verification. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors

of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 7. **Implementation.** The definition of responsible contractor, as defined in subdivision 3, or a statement that the term responsible contractor as used in the solicitation document means a contractor as defined in subdivision 3, shall be included in the solicitation document for all projects covered by this section. The solicitation document for any project shall state that any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. The solicitation document shall provide that a false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement. The solicitation document shall state that a prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7).

6 - BID GUARANTEE

- A. A bank certified check, a cashier's check or a bid bond, payable to the Owner in an amount not less than 5% of the maximum bid shall accompany each bid as a guarantee that, if the bid is accepted, the Bidder will execute and return the proposed contract and Performance-Payment bond within 10 days after being notified of the acceptance of his bid. The company issuing the bid bond must be licensed to do business in Minnesota.
- B. Any bid which is not accompanied by a bid guarantee will be considered NO BID and will not be read at the bid opening.
- C. If the successful Bidder so delivers the contract, Certificate of Insurance and Performance-Payment Bond, the check will be returned. In case Bidder fails to deliver such contract, insurance and bond, the amount of the bid guarantee will be forfeited to the Owner as liquidated damages.
- D. All checks tendered as bid guarantee, except those of the three lowest qualified responsible Bidders, will be returned to their makers within three days after bid opening. All such retained checks will be returned immediately upon the signing of the contract and Performance-Payment Bond by the successful Bidder.

7 - WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from Bidder, or an authorized representative of the Bidder, prior to the time fixed for openings of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing the bid, confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 30 days after the date set for the opening thereof.
- C. If a bid contains an error, omission or mistake, the Bidder may limit liability to the amount of the Bidder's guarantee by giving written notice of intent not to execute the Contract to the Owner within 72 hours of the Bid Opening.

8 - CONTRACT FORM

- A. The successful Bidder will be required to enter into the following contract: AIA Document A101 Owner-

Contractor Agreement Form, Stipulated Sum, 2017 Edition.

- B. A copy of the contract form is on file at the Architect's office. Bidders are requested to read the conditions contained therein.

9 - METHOD OF AWARD - RESERVATIONS

- A. If at the time of contract award, the lowest dollar amount (submitted by a qualified, responsible bidder) does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the award will be made on the basis of the following which will produce a net amount that is within the available funds:
 - 1. A Base Bid for all work specified in Divisions 02 thru 07 and applicable provisions of Division 01 combined with such alternate bids applied in any numerical order as listed on the bid form.
- B. The Owner reserves the right to reject all bids or any bid, or to waive any informalities in any bid, or to accept any bid which will best serve the interests of the Owner.

10 - SECURITY FOR PERFORMANCE - PAYMENT

- A. Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond/bonds as security for faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connections with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, and licensed to do business in Minnesota. The bond must be dated the same date or subsequent to the date of the contract.
- B. A certified copy of power of attorney shall be provided by the surety company showing that the agent who signs the bond has the power of attorney to so sign for the surety company. This certification must be signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The certification must bear the same or later date as the bond.
- C. If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting the partnership or joint venture **MUST** be furnished. The contract itself may be signed by one partner of the partnership, or one partner of each firm comprising the joint venture, but the Performance-Payment Bond must be signed by **ALL** of the partners.
- D. If the Bidder is a corporation, it is necessary that a **CURRENT** certified copy of the resolution or other official act of the directors of the corporation be submitted showing that the person who signs the contract is authorized to sign contracts for the corporation. **IT IS ALSO NECESSARY THAT THE CORPORATE SEAL BE AFFIXED TO THE RESOLUTION, CONTRACT AND PERFORMANCE-PAYMENT BOND**. If your corporation has no seal, it is required that the above documents include a statement or notation to the effect that the corporation has **NO** seal.

11 - TAXES

- A. Bidders shall include in their bid all Sales, Consumer, Use and other similar taxes required by Law.

12 - SUBMISSION OF BIDS

- A. Bidders shall submit their bids, executed upon proposal forms furnished with the specifications. Each proposal and its accompanying statements must be submitted unbroken, in good order, and with all blanks correctly and completely filled in. All Bids must be prepared on the form provided by the Architect and submitted in accordance with the Instructions To Bidders (Section 00 21 13). Bids are to be addressed to Aitkin County. The proposal and related items must be enclosed in an opaque, sealed envelope conspicuously marked on the outside identifying the project. If the proposal is sent by mail, the sealed

proposal shall be enclosed in an additional envelope.

- B. No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted. Any conditional bid, amendment to the Bid Form or appendant thereto, or the inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of the contract documents, or require consideration of unsolicited material or data in determining the award of the contract, will not be considered.
- C. Bidders shall submit a single base bid for all the work shown on the drawings and specified herein.
- D. Bid amounts shall be inserted in words and in figures in spaces provided on the Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in the appropriate space provided on the Bid Form.
- F. The bidder shall be responsible for the sealed bid being delivered to the place designated for bid opening on or before the date and time specified. Bids received after time of closing will be rejected and returned to Bidder unopened.
- G. The Bid will be considered invalid and will be rejected if it has not been signed by the Bidder. Bids shall be signed as follows:
 - 1. Bids which are not signed by individuals making them should have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
 - 2. Bids which are for a co-partnership should be signed by all of the co-partners or by Attorney-In-Fact. If signed by an Attorney-In-Fact, there should be attached to the bid a Power of Attorney evidencing authority to sign bids.
 - 3. Bids which are signed for a corporation should have the correct corporate name thereof signed in handwriting or in typewriting and the signature of the president or other authorized officer or typewritten corporate name following the work "By _____," of the corporation.

13 - SUBCONTRACTOR LISTING

- A. Bidders shall be required to list the subcontractors and material suppliers for each applicable Section of the Specifications. This shall be submitted along with the signed contract.

14 - BASE BID

- A. Base Bids will be received as follows:

BASE BID : All construction as per Specification Divisions 02 thru 33 Applicable Provisions of Division 01 and related drawings for the exterior stair replacement at the Aitkin County Courthouse Building in Aitkin.

15 - ALTERNATE BIDS

- A. Deduct alternate A1 will be to reuse existing foundation walls if upon stair removal the foundations are found to be in salvageable shape by architect and owner representative.

16 - UNIT PRICES

- A. None requested.

17 - ALLOWANCES

- A. None.

18 - TIME OF COMPLETION

- A. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within the number of consecutive calendar days stated in the Proposal Form. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.
- B. Should it be found impossible to complete the work on or before the time specified for completion, a written request may be submitted for extension of time setting forth the reasons believed to justify the granting of such request. Refer to General Conditions article entitled "Time for Completion."

19 - WORK BY OWNER

- A. The following work will be accomplished by the owner or will be let under separate contract and will not be included in this contract:
 - 1. All related mechanical and electrical disconnection and relocation of equipment

20 - PLANS AND SPECIFICATIONS AVAILABILITY

- A. Plans and specifications are available from the office of the Architect in electronic form at no cost or in hard copy form for a non-refundable fee for the cost of reproduction.

21 - PLANS AND SPECIFICATIONS ON FILE

- A. Plans and specifications are on file and available for use at the office of the Architect; office of the Owner; the Minnesota Builders Exchange and through Dodge Data & Analytics.

22 - PRECONSTRUCTION MEETING

- A. Approximately seven (7) days after Owner approval of contract award, the successful bidder is required to attend a preconstruction meeting. At this meeting, the successful bidder will present his construction schedule, cost breakdown, required submittals, etc.

23 - SUBSTITUTION OF MATERIALS

- A. Whenever a material, article or piece of equipment is identified on the drawings or in the specification by reference to manufacturers or vendors name, trade name, catalog number, etc., it is intended to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally accepted provided the material, article or equipment so proposed is, in the opinion of the Architect/Engineer, or equal in substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval prior to bid opening.
- B. Materials or equipment items of other manufacture may be submitted for approval only upon the following conditions:
 - 1. That, in the opinion of the Architect/Engineer, the proposed material or equipment item is fully equal (in design, materials, construction, workmanship, performance, finish, etc.) to the named item. No compromise in quality level, however small, is acceptable.

2. That in substituting materials or equipment, Contractor assumes responsibility for any changes in system or for modifications required in adjacent or related work to accommodate such substitution, despite the Architect/Engineer approval and all costs growing out of the approval of "or equal" items shall be the responsibility of the Contractor. None of the extra costs resulting from such approval shall devolve upon the Owner, the Architect/Engineer or any other separate Contractor.
- C. It shall be understood that the use of materials or equipment other than those specified, or approved equal by the Architect/Engineer, shall constitute a violation of contract and that the Architect/Engineer shall have the right to require the removal of such materials or equipment and their replacement with the specified materials or equipment at the Contractor's expense.
- D. Manufacturers and suppliers seeking approval of their products during the bidding phase shall submit requests to the Architect/Engineer in the following manner:
1. Submit two (2) physical copies or one (1) electronic copy of all requested material to the Architect five (5) working days prior to bid closing. Any material requests for approval received by the Architect less than five (5) working days prior to bid closing will not be considered and are thereby not approved. Submittal shall include a self-addressed, stamped envelope of sufficient size to hold one (1) copy of all submitted material and enough postage to insure its return.
 2. Submit a "Request for Approval" letter which shall state the name and location of the project; the name, address, phone number, fax number of the supplier or manufacturer and the name of the person representing the product. Letter shall further state the name and model number of the product being requested "or equal".
 3. Submit product literature on the proposed "or equal" product. Literature shall contain sufficient data, tests, and manufacturing information to allow the Architect to judge if the product will be considered equal.
 4. Approval of a product as "or equal" prior to bid closing will not relieve the successful bidder of complying with Paragraph B above.
 5. All products approved to bid will be listed in an addendum.
 6. Fax and electronic submittals will be accepted until **noon** local time five (5) working days prior to bid closing. Any material received less than five (5) working days prior to bid closing will not be considered, will not be recorded by addendum and thereby is not approved.
- E. No request for approval of "or equal" materials will be entertained except from the prime contractor after contracts have been awarded. Such request will only be considered under the following conditions:
1. Failure of the supplier/subcontractor of the specified material to comply with the specifications and job requirements.
 2. An excessively long delivery date of the specified material which will cause a delay in the job.
 3. Cost of the specified material is substantially more than an equal product, and this cost savings will be passed on to the Owner in the form of a credit.

24 - SMOKE-FREE ENVIRONMENT

- A. The buildings and grounds are a smoke-free environment. No smoking or tobacco use is permitted.

END OF SECTION

SECTION 00 42 00 - PROPOSAL FORM

BID SUBMITTED BY:

Official Name of Contractor

TO: Aitkin, County
209 2nd Street NW, Room 166
Aitkin, Minnesota 56431

BID DATE & TIME: xxxxxxxxxxx @ 2:00 pm local time

The undersigned, having carefully examined the contract documents, including the Advertisement for Bids, Instructions to Bidders, the General Conditions, the General Requirements, the Drawings and Specifications, and all Addenda thereto as prepared by Architectural Resources, Inc., for the:

**Aitkin County Courthouse
Exterior Stair Replacement
Aitkin, Minnesota**

As well as being familiar with the local conditions affecting the work, proposes to furnish in accordance with such plans and specifications all material, labor, and equipment required for the completion of all work indicated on this proposal for the sum of:

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

BASE BID - The Bidder agrees to perform all of the construction work related to the exterior stair and replacement as described in Specification Divisions 02 thru 33 applicable provisions of Division 01 and as shown on the drawings for the sum of:

(\$ _____)

DEDUCT ALTERNATE BID: Bidder shall state lump sum amount to be deducted from base bid if existing foundation walls are able to be salvaged upon removal of precast stairs and landings for a lump sum of:

(\$ _____)

In submitting this bid, it is understood that the right is reserved by the Owner to accept or reject any or all bids. It is agreed that bids may not be withdrawn for a period of thirty days after closing of same.

The bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project with (_____) consecutive calendar days.

Addenda _____ (were received)

COMPANY
NAME: _____

BY: _____

(Printed Name/Signature)

ADDRESS _____

Additional Proposal Items

Please refer to the checklist below for items to be completed and submitted with your bid.

_____ Proposal Form (Filled out completely)

_____ Bid Security

_____ Responsible Contractor Statement

Include a signed statement under oath by an Owner or Officer of this Bidder verifying compliance with each of the minimum criteria of State of Minnesota Statute 16C.285, Subdivision 3, with this bid.

SECTION 00 72 00 - GENERAL CONDITIONS

1 - GENERAL CONDITIONS

- A. As per AIA Document A201, General Conditions of the Contract for Construction - 2017 Edition - Attached as follows:

 **AIA[®] Document A201[™] – 2017****General Conditions of the Contract for Construction**

(Paragraphs deleted)

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:

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

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

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

Init.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

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, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

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

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

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, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 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, 12, 13.3.2, 13.4, 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

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, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 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

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:06 ET on 12/27/2018 under Order No.2295066027 which expires on 11/07/2019, and is not for resale.

User Notes:

(1248676466)

Certificates of Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

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

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
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, 11.2, **15.1.5**

Commencement of the Work, Definition of **8.1.2**

Communications

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, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 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, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 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, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 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, 3.11, 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, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **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

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:06 ET on 12/27/2018 under Order No.2295066027 which expires on 11/07/2019, and is not for resale.

User Notes:

(1248676466)

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 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, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 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, 4.2, 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, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 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
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, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
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, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 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, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 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, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 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, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
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, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 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
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
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, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 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, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:06 ET on 12/27/2018 under Order No.2295066027 which expires on 11/07/2019, and is not for resale.
User Notes:

(1248676466)

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 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**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

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, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 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, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 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, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

Init.

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 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, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

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

Owner's Right to Carry Out the Work

2.5, 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

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

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

Payment, Certificates for

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

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

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

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 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, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:01:06 ET on 12/27/2018 under Order No.2295066027 which expires on 11/07/2019, and is not for resale.

User Notes:

(1248676466)

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
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, 9.9.2, 9.4.2, 9.10.1, 13.4
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, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
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,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Init.

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, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and 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, 10.3.2, 12.2.1, **13.4**

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

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, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 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
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, **11.3**

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays
8.3, 15.1.6.2

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, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

Init.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:06 ET on 12/27/2018 under Order No.2295066027 which expires on 11/07/2019, and is not for resale.

User Notes:

(1248676466)

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

Init.

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

Init.

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

Init.

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

Init.

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

Init.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

Init.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

Init.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

Init.

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

Init.

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:06 ET on 12/27/2018 under Order No. 2295066027 which expires on 11/07/2019, and is not for resale.

User Notes:

(1248676466)

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

Init.

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

Init.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

Init.

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

Init.

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

Init.

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

(Paragraph deleted)

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

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:06 ET on 12/27/2018 under Order No.2295066027 which expires on 11/07/2019, and is not for resale.

User Notes:

(1248676466)

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

Init.

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;

Init.

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

Init.

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

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

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

§ 15.3 Mediation

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

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

Init.

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

§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

SECTION 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS**1 SUPPLEMENTARY CONDITIONS**

The following Supplements modify the "General Conditions of the Contract for Construction, "AIA Document A201, 2017 Edition.

ARTICLE 3: CONTRACTOR**3.4 LABOR AND MATERIALS**

Add the following Subparagraphs 3.4.4 and 3.4.5 to 3.4:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications).

3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor...

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

ARTICLE 7: CHANGES IN THE WORK**7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.4 In the first sentence, delete the words "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." and substitute "an allowance for overhead and profit in accordance with Clauses 7.3.11.1 through 7.3.11.6 below."

Add the following Subparagraph 7.3.11 to 7.3:

7.3.11 In Subparagraph 7.3.4, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

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

7.3.7.

- 6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized by the Subcontractor completing the changed scope of work. In no case will a change involving over \$500.00 be approved without such itemization.

ARTICLE 9: PAYMENT AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following clause 9.3.1.3 to 9.3.1:

9.3.1.3 Until Substantial Completion, the Owner shall pay 95% of the amount due the Contractor on account of progress payments.

9.6 PROGRESS PAYMENTS

Modify the first sentence under 9.6.2 to read as follows:

9.6.2 The Contractor shall promptly pay each Subcontractor within ten (10) days after receipt of payment from the Owner to which the Subcontractor is entitled,.....

9.8 SUBSTANTIAL COMPLETION

9.8.5 Add the following sentence: The payment shall be sufficient to increase the total payments to 98% of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Contractor will be required to submit insurance certificate with minimum coverages as stated below:

1. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - a. Premises Operations.
 - b. XCU Coverages as applicable.
 - c. Independent Contractors' Protective.
 - d. Products and Completed Operations.
 - e. Personal Injury Liability
 - f. Contractual, including specified provision for Contractor's obligation under paragraph 3.18.
 - g. Owned, non-owned and hired motor vehicles.
 - h. Broad Form Property Damage including Completed Operations.
2. If the General Liability coverages are provided by a Commercial General Liability Policy on a claim-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
3. Insurance required shall be written for not less than the following limits, or greater if required by law:
 - a. Worker's Compensation: State - Statutory
Applicable Federal (e.g. Longshoremen's) - Statutory
Employer's Liability: \$100,000 Per Accident

\$500,000 Disease, Policy Limit
\$100,000 Disease Each Employee

- b. Comprehensive or Commercial General Liability (including Premises - Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; X, C, U coverage; Personal Injury)

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence Limit
\$1,000,000 Fire Damage Legal (Any one Fire)
\$ 5,000 Medical Expense (Any one Person)

- c. Business Auto Liability (including owned, non-owned and hired vehicles)

\$1,000,000 Combined Single Limit
OR
\$ 500,000 Bodily Injury - Each Person
\$1,000,000 Bodily Injury - Each Accident
\$ 500,000 Property Damage

- d. Umbrella Excess Liability:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

4. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.
5. The Contractor shall provide insurance coverage for portions of the Work stored off site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

11.2 OWNER'S INSURANCE

Unless otherwise specified, the Owner shall purchase and maintain the required property insurance from an insurance company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

END OF SECTION

SECTION 01 11 00 - SUMMARY OF THE WORK**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.

1.02 DEFINITIONS

- A. The word "Owner" as the same may be used herein refers to Aitkin County.
- B. The word "Contractor" refers to a party or parties entering into a contract with Aitkin County.
- C. The word "Work" refers to the specified undertaking, including the labor, materials, apparatus, equipment, etc., required in that connection.
- D. The words "Architect/Engineer" refers to Architectural Resources, Inc., 704 East Howard Street, Hibbing, MN 55746; phone (218) 263-6868.

1.03 GENERAL

- A. All Articles in these General Requirements (Division 01) are applicable to all Divisions and Sections of the work included herein. The Conditions of the Contract, General and Supplementary General Conditions, and these General Requirements shall apply with equal force and effect to the Contractor and subcontractors engaged in this work.
- B. Sequence of operations or place of commencement may be determined by the Architect/Engineer as deemed to best serve the needs and convenience of the Owner, or as necessity of occasion requires.
- C. The Architect and his representatives, and designated representatives of the Owner shall have access to the construction site at all times. Contractor shall give Architect sufficient advance notice of when work specifically requiring Architects approval will be done to avoid delaying the work.

1.04 SPECIAL SITE CONDITIONS

- A. Confine all operations, equipment, apparatus and storage of materials to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the project site, including, but not limited to parking and traffic regulations, use of walks, security restrictions and hours of allowable ingress and egress.
- B. Information pertaining to existing conditions that appear on the drawings, are based on available records. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing or that unlooked for developments may not occur. They are merely provided to assist the Contractor in the investigation of conditions.

1.05 INSPECTION OF SURFACES

- A. Contractor shall obtain complete data at the site and inspect surfaces that are to receive the work before proceeding with fabricating, assembling, fitting or erecting his work.
- B. The Contractor shall notify the Architect/Engineer in writing in case of discrepancies between existing work and drawings, and defects in such surfaces that are to receive the contractor's work. The Architect/Engineer will direct such work or surfaces to be remedied.

- C. Starting of work implies acceptance of the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the contractor who applied work to defective surfaces.

1.06 CUTTING AND PATCHING

- A. The Contractor shall do all cutting or fitting of the work as required to make its several parts fit together, or to receive the work of others, as shown or reasonably implied by the drawings or specifications, or as may be directed by the Architect/Engineer. Holes cut in exterior walls shall be waterproofed.
- B. The Contractor who cuts shall also be responsible for patching. Where cutting and patching is required, the Contractor shall hire individuals skilled in such work to do cutting and patching.
- C. Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of others without their consent.
- D. Wherever any material, finish, or equipment is damaged, the repair or replacement shall be accomplished by the trade skilled in that particular work and the cost shall be charged to the party responsible for the damage.

1.07 MANUFACTURER'S DIRECTIONS

- A. Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, and equipment as recommended by the manufacturer.
- B. Where specific installation instructions are given in this specification it shall be understood that these instructions are based on the installation system of one of the specified manufacturer's and the minimum standards required by the Architect.
- C. Bidders shall verify the material and installation requirements of the specific specified manufacturer they intend to use to verify if the specific manufacturer's requirements are more or less stringent than those considered the minimum by the Architect. Standards which are below the minimum of those established by the Architect shall be brought into conformance with the minimum standards of the Architect. Standards of a specific manufacturer that are above those established by the Architect as the minimum shall be installed to the requirements of the specific manufacturer.

1.08 PROTECTION IN GENERAL

- A. Structures and equipment shall be constructed, installed and operated with guards, controls, and other devices in conformance with applicable safety regulations.
- B. The Contractor/General Trade shall:
 - 1. Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of sufficient size and strength necessary for protection of stored material and equipment; as well as to prevent accidents to the public and the workmen at the job site.
 - 2. Damaged property shall be repaired or replaced in order to return it to its original condition.
 - 3. Take any and all necessary precautions to protect Owner's property from any and all damage which may result due to work on this project.
 - 4. Repair any work, damaged by failure to provide proper and adequate protection, to its original state, to the satisfaction of the Owner or remove and replace with new work at the contractor's expense.

1.09 CLEANING

- A. The Contractor shall be responsible for all cleaning required within the technical sections of the specifications governing work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of rubbish, debris and scrap which may be caused by the Contractor's operations or that of the subcontractors.
1. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each week.
 2. Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an approved manner.
 3. No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
 4. Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface, shall be cleaned up immediately.
 5. Dust, dirt or other foreign matter shall be removed completely from all internal surfaces of all mechanical and electrical units, cabinets, ducts, pipes, etc.
 6. Dirt, soil, fingerprints, stains and the like shall be completely removed from all exposed finished surfaces.
- B. Contractor/General Trade shall wash all glass immediately prior to the occupancy of this project. Work shall include the removal of labels, paint splattering, glazing compound and sealant. Surfaces shall include mirrors and both sides of all glass in windows, borrowed lights, partitions, doors and side lights.
- C. Broken scratched or otherwise damaged glass shall be removed and replaced with new.
- D. In addition to the above, the Contractor/General Trade shall be responsible for the general "broom" cleaning of the premises and for expediting all of the cleaning, washing, waxing and polishing required within the technical sections of the specifications governing work under his contract. The Contractor/General Trade shall also perform "Final" cleaning of all exposed surfaces to remove all foreign matter, spots, soil, construction dust, etc., so as to put the project in a complete and finished condition ready for acceptance and use intended.
- E. If rubbish and debris is not removed, or surfaces cleaned as specified above, the Owner reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

1.10 PARKING

- A. Construction personnel shall confine parking of private vehicles to within the area of the project limits or to those parking spaces available on public streets.

END OF SECTION

SECTION 01 29 00 - MEASUREMENT AND PAYMENT**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.

1.02 SCHEDULE OF VALUES

- A. At the time the Contractor submits his signed contract and list of subcontractors, he shall submit a schedule of values prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item.
- B. The value of the work shall generally be itemized by specification section. When an item of work may be furnished by one Subcontractor or material supplier and installed by the Trade Contractor or another subcontractor, separate items shall be included for the value of the material or equipment furnished to the site and the value of its site handling costs and installation.
- C. Items of a general or temporary nature, such as bond premiums or temporary heat, shall be itemized in sufficient detail so that payment may be made as the item of work is completed.
- D. Each item in the Schedule of Values shall contain its proper share of overhead and profit.
- E. Prepare schedule of values on AIA Document G703, Certificate For Payment, Continuation Sheet.
- F. Scheduling of values will be used as a basis for reviewing the Contractor=s Applications for Payment.

1.03 APPLICATION FOR PAYMENT

- A. Progress payments shall be made on a monthly basis as outlined in Article 9.3 of the General Conditions.
- B. Contractor shall submit Applications for Payment to the Architect for certification ten (10) days before the date established for progress payment in the Owner-Contractor Agreement.
- C. Application for Payment shall be submitted on AIA Document G702 Application And Certificate For Payment and G703 Continuation Sheet. Application shall be notarized.
- D. Applications for Payment may only include changes in the work that have been authorized and processed as Change Orders. Such items shall be paid for on the basis of the percentage of their value completed at the time Application for Payment is made.

1.04 RETAINAGE

- A. As per Article 9.3.1 of the General Conditions, the Owner will retain 5% of the amount of each Certificate For Payment issued by the Architect. Such amount will be retained by the Owner until final payment.

1.05 CHANGES IN THE WORK

- A. When changes in the work are requested or ordered which will require a change in the contract amount, the Contractor shall submit a proposal to the Architect for review. Proposal shall include a complete itemized listing of the following:
 - 1. Description of quantities of materials.

2. Unit cost and total cost of materials (unit prices on Bid Form apply.)
 3. Hours of labor.
 4. Hourly rates (including fringe benefits) and total labor cost.
 5. Equipment rental or pro rata share (items of equipment must have an individual cost in excess of \$1,000.00 when new).
 6. Contractor's overhead & profit on labor, material and equipment rental.
 7. Liability insurance, travel allowances, subsistence allowances, social security, and unemployment insurances when applicable may be added, but without the Contractor's overhead and profit fee.
- B. Among the items considered as overhead are the services of Contractor, his general office and the services of his superintendent, all field office expense, the user of tools and equipment other than mentioned above, the making of shop drawings, and the services of draftsmen, engineer or layout men.
- C. On a change involving additions and deductions, the values of labor and materials added and deducted shall be balanced against each other and overhead and profit shall be applied to the net result only if the balance is an addition.
- D. On changes that involve a net credit to the Owner, no allowances shall be made for overhead and profit.
- E. Percentage of overhead and profit allowed on Change Orders is stated in the Supplementary General Conditions.

END OF SECTION

SECTION 01 31 00 - COORDINATION**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.

1.02 MUTUAL RESPONSIBILITY

- A. Contractor shall coordinate the work with adjacent work and shall cooperate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material. In no case will any contractor be permitted to exclude from the premises or work, any other Contractor or employees thereof, or interfere with any Contractor in the executing or installation of the work.
- B. Each trade shall perform its work in proper sequence in relation to that of other trades and as approved by the Architect/Engineer. Any cost caused by defective or ill-timed work shall be borne by the trade responsible therefore.
- C. Contractor shall arrange the work and dispose of materials so as not to interfere with the work or storage of materials of others and each shall join their work to that of others in accordance with the intent of the drawings and specifications.
- D. All trades shall work in cooperation with the Contractor and with each other, and fit their work into the structure as job conditions may demand. All final decisions as to right-of-way and run of pipes and ducts, etc. shall be made by the Architect/Engineer or an authorized representative at prearranged meetings with responsible representatives of the Trades involved.

1.03 SUPERVISION

- A. The Contractor/General Trade shall take complete charge of the work under this Contract and coordinate the work of all trades on the project.

1.04 CONSTRUCTION SCHEDULE & SUBMITTAL SCHEDULES

- A. Contractor shall prepare a schedule showing the anticipated start and completion of each major division of work based on the sections of this specification. This schedule shall be submitted to the Architect at or before the Preconstruction Meeting.
- B. Contractor shall update the schedule as more accurate information becomes available as to deliveries, subcontractor schedules, and delays in the work. Schedule shall be updated monthly and presented at progress meetings.
- C. Items requiring submittal to and review by the Architect (shop drawings, color samples, etc.) shall be submitted sufficiently in advance of their scheduled start to allow time for review. Architect will require ten (10) working days review time from the date submittals are received at the Architects office.

END OF SECTION

SECTION 01 31 19 - PROJECT MEETINGS**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.

1.02 GENERAL

- A. Architect will schedule and administer a preconstruction meeting, periodic progress and coordination meetings, and specially called meetings throughout the progress of the work. He will:
1. Notify trade contractors and Owner's representative of time and location.
 2. Prepare agenda for meetings.
 3. Preside at meetings.
 4. Record and distribute the minutes of the meetings which will include all significant proceedings and decisions.
- B. All trade Contractors currently working on the project or due to start within two weeks shall have their representative in attendance.
- C. Representatives of Trade Contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- D. Architect may attend meetings to determine if the work is being expedited consistently with Contract Documents.

1.03 PRECONSTRUCTION MEETING

- A. A preconstruction meeting will be scheduled by the Architect within seven days after date of Notice to Proceed is issued.
- B. The following items will be distributed and discussed at this meeting:
1. Organization arrangement of Owner's and Architect=s forces and personnel, and those of contractors, subcontractors and material suppliers.
 2. Channels and procedures for communications.
 3. Construction schedule, including sequence of critical work.
 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 6. Processing of field decisions and Change Orders.
 7. Rules and regulations governing performance of the work.
 8. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.

1.04 PROJECT MEETINGS

- A. Project meetings will be held at the time designated by the Architect/Engineer. Contractor, when requested, shall attend project meetings. If the principal of the firm does not attend meetings, a responsible representative of the Contractor who can bind the contractor to a decision at the meetings shall attend.
- B. The Architect/Engineer, or a representative thereof, will write a report covering all items discussed and decisions reached, and distribute copies of the report to all parties involved.
- C. Minimum Agenda:
 - 1. Review, revise as necessary, and approve minutes of the previous meeting.
 - 2. Review progress of the Work since last meeting, including status of submittals for approval.
 - 3. Identify problems which impede planned progress.
 - 4. Develop corrective measures and procedures to regain planned schedule.
 - 5. Complete other current business.
 - 6. Verify which contractors are being held up waiting for information, decisions, or deliveries.

END OF SECTION

SECTION 01 33 00 - SUBMITTALS**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.
- B. Provide submittals as noted in each Section of this Specification.
- C. Allow for at least two weeks review of submittals to avoid delay of the Work.
- D. Include with submittal preparation, field verifications of measurements, field construction criteria, verification of catalog numbers and similar data, and coordination of Work requirements and Contract Documents.

1.02 SCHEDULE OF VALUES

- A. At the time the Contractor submits his signed Contract and list of subcontractors, he shall submit a schedule of values prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item.
- B. The value of the work shall generally be itemized by specification section. When an item of work may be furnished by one Subcontractor or material supplier and installed by the Trade Contractor or another subcontractor, separate items shall be included for the value of the material or equipment furnished to the site and the value of its site handling costs and installation.
- C. Items of a general or temporary nature, such as bond premiums or temporary heat, shall be itemized in sufficient detail so that payment may be made as the item of work is completed.
- D. Each item in the Schedule of Values shall contain its proper share of overhead and profit.
- E. Prepare schedule of values on AIA Document G703, Certificate For Payment, Continuation Sheet.
- F. Scheduling of values will be used as a basis for reviewing the Contractor's Applications for Payment.

1.03 CONSTRUCTION SCHEDULE

- A. At the preconstruction meeting contractor shall present a Contractors 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.
- B. The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

1.04 SHOP DRAWINGS, SAMPLE SUBMITTALS

- A. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

- B. Samples shall consist of physical examples furnished by the Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship, and to establish standards by which work will be judged.
- C. Prior to submitting samples and shop drawings to the Architect, Contractor shall review and stamp them with his shop drawing review stamp. Shop drawings shall be signed by the person who reviewed them. By stamping and signing shop drawings and samples the Contractor affirms that he has reviewed and coordinated each shop drawing and sample with the requirements of the contract documents. He further represents that he has, or will, verify all field measurements, field construction criteria and similar data. Shop drawings and samples not so noted and stamped will be returned to the Contractor without being examined by the Architect/Engineer.
- D. Submit electronic copies of all shop drawings for distribution by the Architect:
- E. Submit two (2) of each sample requested. Samples shall be of adequate size to show quality, type, color range, finish and texture. Label each sample stating material, type, color, thickness, size, project name and contractor's name. Submit transmittal letter requesting approval along with samples. One (1) set of approved samples shall become the property of the Architect. The other shall be kept at the job site until substantial completion and then turned over to the Owner.

1.05 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Contractor shall provide the Architect with three sets of the following, covering each and every item of equipment and devices furnished or erected by the Contractor prior to "Substantial Completion":
 - 1. Catalog data or literature.
 - 2. Manufacturer's operating instructions.
 - 3. Manufacturer's maintenance instructions.
 - 4. Installation instructions.
 - 5. Parts list (including name and address of nearest vendor).
- B. These materials shall be submitted in 3-ring loose leaf binders on 8-1/2" x 11" paper with the entire contents indexed and thumb-tabbed.
- C. The correct model number shall be checked off in ink where the literature covers more than one model number.
- D. For items assembled by the Contractor for special functions, the Contractor shall write up and provide duplicate operating and maintenance instructions.
- E. The manual shall contain narrative of the control cycle for the control equipment.
- F. Provide field instruction to Owner's personnel as required to fully instruct them in correct operation and maintenance procedures for all mechanical and electrical equipment.

1.06 WARRANTIES AND BONDS

- A. Assemble and submit to the Owners representative warranties, bonds and service and maintenance contracts as specified in the respective sections of the specifications. The table of contents for this submittal shall include the product or work item; the firm, with the name of the principal, address and telephone number; scope; date of beginning of warranty, bond or service and maintenance contract; duration; information for the Owner's personnel providing the proper procedure in case of failure and instances which might affect the validity of the warranty or bond.
- B. The beginning date of the warranty will be the date of substantial completion or a later date when the work is finally accepted.

- C. Prime Contractors shall guarantee and make good without cost to the Owner any defects, settlements, shrinkages or other faults in work arising from improper materials or workmanship on his part which may appear within one (1) year after the acceptance of the work (except for specified guarantees for another length of time specified elsewhere). The Contractor shall, immediately upon notification by the Architect, proceed at his own expense to replace and repair such work together with any damages to finish, fixtures, equipment, furnishings that may result due to defective work or faults. Any payments for this work shall not relieve him in any way from his responsibility. In case the Contractor fails to do work so ordered, the Owner may have work done, charge the cost thereof against monies retained as provided for in the agreement. If said retained monies are insufficient to pay such cost or if no money is available, the Contractor and his sureties agree to pay the Owner the cost of such work. Nothing herein intends or implies that guarantee shall apply to work which has been abused or neglected by the Owner.

END OF SECTION

SECTION 01 41 00 - REGULATORY REQUIREMENTS**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.

1.02 REGULATORY REQUIREMENTS

- A. All work and material shall conform strictly to the respective requirements of the latest editions of the following:
1. Rules of the National Board of Fire Underwriters.
 2. Standard Specifications of the American Society of Testing Materials.
 3. Local ordinances and codes.
 4. State Laws of Minnesota.
 5. Latest Edition of NFPA Life Safety Code 101.
 6. Requirements of the International Building Code.
- B. All contractors and their employees shall comply with the standards of the Williams' Steiger Occupational Safety and Health Act of 1970 as administrated by the U.S. Department of Labor.

1.03 MISCELLANEOUS

- A. Contractor shall perform all work in accordance with other regulatory requirements as listed in the individual technical sections of this specification.

END OF SECTION

SECTION 01 50 00 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.
- B. Provide facilities of a temporary nature required for the execution of the work including, but not necessarily limited to, those described herein.
- C. Temporary facilities shall conform to applicable safety regulations and to the requirements of municipalities and utility companies involved.
- D. Remove temporary facilities as soon as a permanent replacement facility is available or as soon as the need for a temporary facility no longer exists.

1.02 FIELD OFFICES

- A. Contractor shall provide temporary office space if required for construction. Construction meeting space shall be required in existing facility.

1.03 STAIRS AND SCAFFOLDS

- A. The Contractor/General Trade shall furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as required for proper execution of work by all trades.
- B. Others requiring scaffolds shall make arrangements with the Contractor/General Trade or, shall provide their own and remove them on completion of the work.
- C. Underlay interior scaffolds with planking to prevent uprights from resting directly on the floor construction.

1.04 SIGNS

- A. The Contractor shall provide and maintain temporary warning signs and other temporary signs required for the safe and proper execution of the Work. No billboards, advertisements or similar signs shall be erected on site.

1.05 TOILETS

- A. Toilet facilities shall be furnished by the contractor. Contractor shall be responsible for the provisions and maintenance of toilets

1.06 WATER SUPPLY

- A. Water is available at the site for use by the Contractor on this project. Contractor shall install temporary water lines at place and times required for the proper execution of the work. All temporary lines shall be removed at the completion of the project.
- B. Contractor/General Trade shall prevent waste of water and shall maintain valves, connections, and hoses in perfect conditions at all times. Trades shall provide their own hose or piping from hose bibbs.

1.07 TEMPORARY ELECTRICAL WORK

- A. The Owner will provide the energy at no cost to the Contractor provided it is conservatively used. The Contractor shall be responsible for the temporary connections including their cost and shall

remove them upon completion of the work. Work shall be done to insure protection to the existing system and power demands shall not exceed existing service capabilities. Damage to the existing service shall be made good by the Contractor at his own expense. Energy shall be provided from the nearest point of service.

1.08 COLD WEATHER PROTECTION

- A. None required.

1.09 ENCLOSURE

- A. None required.

1.10 TEMPORARY HEAT

- A. None required.

1.11 FIRE PROTECTION

- A. The Contractor/General Trade shall provide and maintain in working order during the entire construction period, a minimum of three (3) fire extinguishers on each floor level, including basement of the building, and one (1) in temporary office. Extinguishers shall be non-freeze type such as A-B-C rated dry chemical of not less than 10 pounds capacity each. In addition, any Subcontractor who maintains an enclosed shed on the site shall provide and maintain, in an accessible location, one or more similar non-freezing type fire extinguishers in each enclosed shed.
- B. Do not allow combustible debris to accumulate; refer to General Conditions, Article 3.15. Smoking by workers shall be confined to designated safe areas. Keep adhesives and materials containing solvents in tightly sealed containers.

1.12 WATCHMEN

- A. Watchmen will not be furnished by Owner. The Contractor shall provide such precautionary measures, to include the furnishing of watchmen if deemed necessary, to protect persons and property from damage or loss where the Contractor's work is involved.

1.13 PARKING

- A. Automobiles, trucks and other vehicles belonging to the contractors, subcontractors, suppliers and their employees shall be parked on the site in areas designated by the Owner.

END OF SECTION

SECTION 01 60 00 - MATERIAL AND EQUIPMENT**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.

1.02 GENERAL

- A. Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment and material shipments. The Owner's employees will not knowingly accept, unload or store anything delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by any representative of the Owner shall not constitute acceptance or responsibility for any of the materials or equipment. It shall be the Contractor's responsibility to assume all liability for any equipment or material delivered to the job site.
- B. Comply with all posted regulations, signs, and directions regarding traffic, parking or loading/unloading.
- C. Arrange for loading/unloading operations in off-street areas or in alleys, driveways, side streets, or designated "Loading Zones".

1.03 STORAGE OF MATERIALS

- A. Contractor shall confine equipment, apparatus, storage of materials and operations to limits, indicated by directions of the Architect/Engineer and shall not bring material onto the site until they are needed for the progress of the work.
- B. The storage of materials on the grounds and within the building shall be in strict accordance with the instructions of the Architect/Engineer. Storage of materials within the building shall at no time exceed the design carrying capacity of the structural system.
- C. Deliver, handle, and store material and equipment in accordance with manufacturer's recommendations using methods and means which will prevent damage, deterioration, and loss, including theft.
- D. All materials affected by moisture shall be stored on platforms and protected from the weather.
- E. The Owner assumes no responsibility for materials stored in building or on the site. The Contractor assumes full responsibility for damage due to the storing of materials.
- F. Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the Contractor.

1.04 PROTECTION OF FINISHED CONSTRUCTION

- A. Contractor shall assume the responsibility for the protection of all finished construction under his Contract and shall repair and restore any and all damage of finished work to its original state.
- B. Where responsibility can be established for damage to finished construction, the cost for repair or replacement shall be charged to the party responsible. If responsibility cannot be fixed, the cost shall be prorated among all contractors in proportion to their activities at the building at the time the damage was done.

- C. Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted only in rubber tired wheelbarrows, buggies, trucks or dollies.
- D. Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging those surfaces.

1.05 LABELS, NAMEPLATES AND TRADEMARKS

- A. Provide a permanent nameplate on each item of service connected or power operated equipment. Locate nameplate on an easily accessible surface. Nameplate shall indicate manufacturer, model number, serial number, capacity, speed, electrical characteristics, and similar essential operating data.
- B. UL fire rating labels and other labels which must be visible after installation shall be located on inconspicuous surfaces. Other labels and trademarks shall be located on concealed surfaces or shall be removable without damaging surfaces. Do not permanently attach or imprint labels or trademarks on surfaces which will be exposed to view in occupied spaces.
- C. Do not paint, deface or conceal required nameplates or labels.

END OF SECTION

SECTION 01 70 00 - PROJECT CLOSEOUT**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the provisions of Division 01 apply to all work of this Section.

1.02 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the Work Substantially Complete, submit to the Owner and Architect the following:
1. A written notice that the Work, or designated portion thereof, is substantially complete.
 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Architect and Owner will make an inspection to determine the status of completion.
- C. Should the Architect determine that the Work is not Substantially Complete:
1. Architect will promptly notify the Contractor, in writing, giving the reasons thereafter.
 2. Remedy the deficiencies in the Work, and send a second written notice of Substantial Completion to the Architect.
 3. Architect will reinspect the Work.
- D. When the Architect finds that the Work is Substantially Complete, he will:
1. Prepare and deliver to the Owner a tentative Certificate of Substantial Completion on AIA Form G704, with a tentative list of items to be completed or corrected before final payment.
 2. After consideration of any objections made by the Contractor or the Owner as provided in the Conditions of the Contract, and when the Architect considers the Work Substantially Complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.03 FINAL INSPECTION

- A. When the Work is considered complete, submit written certification to the Architect that:
1. Contract documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. Work is clean and ready for final inspection.
- B. Architect will make an inspection to verify the status of completion with reasonable promptness after the receipt of such certification.

- C. Should Architect consider that the Work is incomplete or defective:
1. Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Take immediate steps to correct the stated deficiencies, and send a second written certification to Architect that the Work is complete.
 3. Architect will reinspect the Work.

1.04 CLOSEOUT SUBMITTALS

- A. When the Owner has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, prepare and submit final Application for Payment to the Architect, together with the following:
1. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706.
 2. Contractor's Affidavit of Release of Liens, AIA Document G706A.
 3. Contractor's lien waiver in the full amount of the Contract Sum.
 4. Lien waivers from all subcontractors, sub-subcontractors and major material suppliers who have furnished material for the Work under contract with the Contractor or subcontractor. The lien waivers shall be in the full amount of the Contract involved.
 5. Consent of surety to final payment on Consent of Surety Company to Final Payment, AIA Document G707.
 6. Affidavit for obtaining final settlement of Contract with the State of Minnesota and any of its Political or Governmental Subdivisions, Department of Revenue Form IC-134.
 7. Evidence of compliance with the requirements of governing authorities:
 - a. Certificate of Inspection from all required agencies and departments.
 8. Project record documents.
 9. Operating and Maintenance Data, Instructions to Owner's Personnel.
 10. Warranties and Bonds.
 11. Special tools required for Owner maintenance.
- B. Submit four copies each of items #1 thru #5 above, and two copies each of items #6 and #7 above.
- C. Contractor shall retain all loose and small detachable parts of apparatus and equipment furnished under this contract, until completion of the work, and shall turn them over to the Owner or Owner's representative designated to receive them. Contractor shall obtain from the Owner an itemized receipt thereof in triplicate. Contractor shall retain one copy of receipt for their files and shall attach the other two to request for final payment for the work.

1.05 RECORD DRAWINGS

- A. The Architect/Engineer will provide the Contractor with a suitable set of contract drawings on which daily records of changes and deviations from contract will be recorded. All buried or concealed

pipng, conduit, or similar items shall be located by dimensions and elevations on the record drawings. Maintain at the site a complete set of drawings, specifications, shop drawings, and product data in clean undamaged condition and mark thereon actual installation which varies significantly from the work as originally shown. Mark whichever document is capable of showing the actual condition most fully and accurately; if shop drawings are used for such marking, cross reference the drawings and specifications to reflect this marking. Pay particular attention to exact location of concealed utilities, pipes, ducts, control valves, dampers and other features which would be difficult or impractical to locate at a future time. Include modifications made by change order or by direction of the construction administrator. Keep record documents current.

- B. The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary mark-ups will be permitted.
- C. During the first week of each month, the Contractor shall present, at the project site, the job copy showing variations and changes to date to the Architect/Engineer and Project Representative for their review.
- D. At completion of the project, the Contractor shall submit the marked up record drawings to the Architect/Engineer prior to final payment. Clearly mark documents with erasable colored pencil. Organize documents into manageable sets, mark "Record Copy", affix contractor's name and date, indicate Owners project name, and deliver to the Architect. Final payment will not be made until these documents have been received by the Owner.

1.06 GUARANTEE DOCUMENTS

- A. Upon "Substantial Completion" of the project, Contractor shall submit such written guarantees to the Architect/Engineer for presentation to the Owner. Furnish guarantees in triplicate unless otherwise indicated.
- B. Prime Contractors shall guarantee and make good without cost to the Owner any defects, settlements, shrinkages or other faults in work arising from improper materials or workmanship on his part which may appear within one (1) year after the acceptance of the work (except for specified guarantees for another length of time specified elsewhere). The Contractor shall, immediately upon notification by the Architect, proceed at his own expense to replace and repair such work together with any damages to finish, fixtures, equipment, furnishings that may result due to defective work or faults. Any payments for this work shall not relieve him in any way from his responsibility. In case the Contractor fails to do work so ordered, the Owner may have work done, charge the cost thereof against monies retained as provided for in the agreement. If said retained monies are insufficient to pay such cost or if no money is available, the Contractor and his sureties agree to pay the Owner the cost of such work. Nothing herein intends or implies that guarantee shall apply to work which has been abused or neglected by the Owner.
- C. Unless otherwise stated in the specifications, warranties required by the contract documents shall commence on the date of substantial completion, or on the date of start-up and demonstration required, whichever is later.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with the procedures and requirements stated in the Conditions of the Contract.

END OF SECTION

SECTION 02 40 00 - DEMOLITION**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. The work in this section includes all labor, materials, equipment and services to do all demolition necessary to the construction for a complete job in accordance with the drawings and as specified herein.
- C. Removal of mechanical and electrical work in connection with this work is included in the Mechanical and Electrical Sections of the Specifications except as noted otherwise in this section.

1.02 PROTECTION

- A. Do all demolition in a careful and workmanlike manner so as not to impair the strength and safety of the existing building.
- B. Do all shoring, blocking and underpinning in a secure manner to provide adequate support for all loads imposed.
- C. Do all cutting carefully to minimize the amount of patching required.
- D. Where renovation occurs in existing construction, provide and install dust partition of non-combustible construction covered with polyethylene film. Make all joints tight with contact tape and sill sealer to prevent dust and other products of the construction process or demolition from spreading into occupied areas of the building.
- E. Where new construction is being added to an existing building, provide and install one hour rated partitions with all joints tight to prevent dust, odors and smoke from spreading into adjoining buildings.
- F. It is the responsibility of this contractor to protect the existing building against damage from the elements and other causes due to his operations while this work is in progress.
- G. The general contractor shall do all necessary patching of floors, walls, ceilings, etc., which have been disturbed, modified or changed by the work.
- H. All debris from wrecking operations shall not be left to accumulate and shall be removed from the site immediately.
- I. Refer to Section 01 50 00, 1.13 Fire Protection, for building protection requirements.

1.03 DEMOLITION

- A. Refer to all drawings for demolition items. All notes are general and do not relieve the contractor from removing and patching all work required or necessary for a complete job.
 - 1. Refer to keyed notes for demo items that are to be salvaged.
- B. Site demolition includes removal of existing site improvements to allow for the construction of the site improvements.

END OF SECTION

SECTION 03 11 00 - CONCRETE FORMWORK**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. The Contractor shall provide all wood or steel forms, cores, centering, molds, etc., required for the proper execution of the concrete work in sufficient quantities to execute and expedite the work properly without endangering the safety or strength of any part of the construction.
- C. Related Work Specified Elsewhere:
 - 1. Concrete Reinforcement - Section 03 20 00
 - 2. Cast-In-Place Concrete - Section 03 30 00
 - 3. Rough Carpentry - Section 06 10 00

1.02 DESIGN

- A. The Contractor shall be responsible for the design, engineering and construction of the formwork.
- B. Design removable forms for the loads and lateral pressures outline in the American Concrete Institute Standard "Recommended Practice for Concrete Formwork" (ACI 347).

PART 2 - PRODUCTS**2.01 FORM MATERIAL**

- A. Unlined forms may be used for all concrete work.
- B. Formwork for concrete surfaces that will be unexposed in the finished structure shall provide a tight fit and relatively smooth surface. Forms shall be of the following types:
 - 1. 5/8" minimum plywood conforming to the American Plywood Association, Plyform, Class I, B-B, Exterior.
 - 2. One or two inch nominal thickness lumber as specified.
 - 3. Metal forms.
- C. Formwork for concrete surfaces that will be exposed in the finished structure shall be new or undamaged and provide a tight fit and smooth surface. Forms shall be of the following types:
 - 1. 5/8" minimum plywood conforming to the American Plywood Association, Plyform, Class I, B-B, Exterior.
 - 2. Metal forms.

2.02 ACCESSORIES

- A. Ties shall be adjustable with a minimum working strength of 3000 lbs. Do not use wire ties and wood spreaders.
- B. Form release agent shall be a non-staining liquid chemical form release agent free of kerosene, oil and wax that leaves no residue. Form release agent shall be one of the following or approved equal:
 - 1. Sonneborn - Cast-Off
 - 2. Sika - Formtex
 - 3. W.R. Meadows - Duogard I
 - 4. Conspec - React
 - 5. Tamms - Tammscoat

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Build formwork, plumb, level, rigid, true to sizes required, properly braced and supported and of sufficient strength to safely support all loads occurring during construction without deflection.
- B. Construct sufficiently tightly to prevent leakage of grout or cement paste. Construct forms for exposed concrete with particular care to avoid appreciable deflection to eliminate bulges, offsets or other unsightly features in the finished surfaces.
- C. Provide camber in the form work to compensate for anticipated deflections in the formwork due to the weight and pressure of the fresh concrete and the construction loads.
- D. Provide satisfactory foundations for formwork supported on ground to carry the loads imposed during and after construction without appreciable settlement. Positive means of adjustment of formwork shall be provided to take up all settlement during concrete placing operations.
- E. Protect forms from deterioration, weather and shrinkage prior to concreting. In warm weather, forms are to be wet down with a hose before placing concrete.
- F. Leave clean-out openings in the bottom of all walls until after final cleaning of the forms immediately prior to pouring concrete. Forms shall be swept clean before reinforcement or structural steel is in place.
- G. Build all chases and sleeves in forms. Provide all openings required. Sleeves for mechanical and electrical trades shall be furnished and set by those Contractors. General Contractor shall coordinate installation of all sleeves and chases. All sleeves, pipe, etc., shall be approved by Owners representative prior to placing concrete.
- H. Coat surfaces of forms in contact with concrete with form release agent applied in strict accordance with manufacturer's instructions. Forms shall be coated before steel reinforcing is placed.

3.02 CONSTRUCTION JOINTS

- A. Joints not indicated on the drawings shall be so made and located so as not to impair the strength of the structure. Where a horizontal joint is to be made, any excess of water and laitance shall be removed from the surface after concrete is deposited. Before depositing of concrete is resumed, the hardened surface shall be cleaned and roughened and all weak concrete removed and the joints grouted with neat cement and water.
- B. Construction joints through footings shall be vertical. Keys shall be provided in construction joints as directed by the Architect. In walls, the joints shall be keyed and provided with 5/8" x 3'-0" reinforcing bars set 12" o.c.

3.03 REMOVAL OF FORMS

- A. Forms shall be removed only after concrete has attained sufficient strength to withstand without injury the strain to which it may be subjected. The time after pouring when forms may be removed will vary with the conditions. Days when the temperature at the concrete is below 40° shall not be considered in computing the time for removal of forms.

END OF SECTION

SECTION 03 20 00 - CONCRETE REINFORCEMENT**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. This Section includes all labor, material, equipment and services necessary to furnish and install all reinforcing steel and accessories as specified herein or shown on the drawings. All work shall be done in accordance with the latest A.C.I. Code unless otherwise detailed.
- C. Related Work Specified Elsewhere:
 - 1. Concrete Formwork - Section 03 11 00
 - 2. Cast-In-Place Concrete - Section 03 30 00

1.02 REFERENCE STANDARDS

- A. ASTM A615 - Reinforcing Bars
- B. ASTM A185 - Welded Wire Fabric
- C. ACI 315 - Manual of Standard Practice For Detailing Reinforced Concrete Structures
- D. ACI 318 - Building Code Requirements For Reinforced Concrete
- E. AWS D1.4 – Structural Welding Code – Reinforcing Steel

1.03 SUBMITTALS

- A. Submit shop drawings to the Architect for approval in accordance with the requirements of Division 01. No material shall be fabricated until such drawings have been approved.
- B. List and mark bars, showing sizes, lengths, location, bending numbers and ASTM designation.
- C. Show location, type and quantities of bolsters, spacers, chairs support bars and bar dowels.

1.04 TESTS

- A. Any concrete reinforcing field welded on the site shall be inspected by the Special Inspector as required by Section 01 45 23. Welding procedures are to be approved by Architect/Engineer prior to completing work.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Reinforcing steel shall be shop fabricated to conform to the approved shop drawings. All bars shall be free from mill scale, excessive rust or other coating which would reduce or destroy the bond with the concrete.
- B. After fabrication, all bars shall be bundled before delivery to the job. Each bundle shall be identified by attaching metal tags bearing the bars marks.
- C. Reinforcing steel, after delivery to the job, shall be stored clear of the ground and protected from damage and rusting.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. All reinforcing steel shall be from domestic mills. No foreign or imported steel will be permitted. All materials shall bear manufacturers standard rolled-on identification grade markings.
- B. Reinforcing bars shall be deformed bars conforming to ASTM A-615, Grade 60 for straight bars and Grade 60 for bent bars, with identification marks rolled in the bars. Furnish all tiles, spacers, chairs, bolsters and similar accessories required for assembling, placing and supporting the reinforcing. Reinforcing shall be clean and free from loose rust, scale and other coatings that will reduce bond.
- C. Reinforcing mesh shall be welded wire fabric conforming to ASTM-A- 185. Mesh not otherwise indicated shall be fabricated from 10 gauge wire spaced 6" each way (6/6 x 6/6).

2.02 DETAILING

- A. Reinforcing steel shall be detailed in accordance with the above mentioned ACI "Building Code" and Manual of Standard Practice", unless specifically shown otherwise. The number, type and spacing of supports and other accessories shall be as recommended in the ACI "Manual of Standard Practices".

2.03 FABRICATION

- A. Shop fabricate reinforcing bars to conform to required shapes and dimension, with fabrication tolerances complying with ACI 315. In case of fabricating errors, do not rebind or straighten reinforcement in a manner that will injure or weaken the material.
- B. Bend all bars cold.
- C. Do not use bars with kinks or bends not shown on the drawings or on the approved shop drawings.
- D. Do not bend or straighten steel in a manner that will injure the material.

PART 3 - EXECUTION

3.01 PLACING REINFORCING STEEL

- A. All reinforcing steel shall be placed strictly in accordance with the approved shop drawings. Accessories shall be furnished in sufficient quantity for proper location of all reinforcement in position shown on the drawings. Accessories shall be sufficient to hold bars securely in position in spite of construction traffic and to insure against displacement during placement of concrete.
- B. Reinforcing bars shall be protected by the thickness of concrete indicated on the drawings. Where not otherwise shown, this thickness shall be as follows:
 - 1. Concrete Cast Against and Permanently Exposed to Earth:
 - a. All sizes: 3"
 - 2. Concrete Exposed to Earth or Weather:
 - a. #5 bar or smaller: 1-1/2"
 - b. #6 bar or larger: 2"
 - 3. Other concrete:
 - a. Walls – Interior Face:
 - #14 & #18 bars: 1-1/2"
 - #11 bars & smaller: 3/4"
 - b. Slabs:
 - #14 & #18 bars: 1-1/2"
 - #11 bars & smaller: 3/4"

- c. Beams and Columns – Ties, Stirrups, Spirals:
 - Interior Frames: 1-1/2"
 - Exterior Frames: 2"
- C. Welded wire mesh reinforcing shall be placed at mid-height of concrete slabs.
- D. Reinforcing steel shall be inspected in the forms and approved by the Special Inspector before the concrete is poured.
- E. Splicing:
 - 1. Splicing of bars, bar spacings and concrete cover should conform to "Building Code Requirements for Reinforced Concrete (ACI 318)", published by the American Concrete Institute of recommended practices in "Splicing Reinforcing Bars" by the CRSI.
 - 2. Use "L" dowels to carry all horizontal reinforcing in walls and footings around corners. Diameter of dowels to be equal to the diameter of the reinforcing bars being extended.
 - 3. Splices in bond beam reinforcing shall be 2'-6" minimum.
 - 4. Splices shall be Class "C" lap splices minimum unless indicated otherwise.
 - 5. Splicing by welding of reinforcing bars should be performed in accordance with AWS D1.4 – Structural Welding Code – Reinforcing Steel, published by the American Welding Society. Welding to be performed by a certified welder. Architect reserves the right to approve or reject proposed splice locations.
 - 6. Wire mesh to extend within 2" of all edges of slab or sections. Unroll blanket mesh lapping 8" on side joints; 8" on end joints. Properly position with annealed wire. Do not allow serpentine. Hook mesh from ground to allow concrete to bed beneath mesh. All slabs to be reinforced with mesh. Do not extend fabric past construction joints.
 - 7. Splicing with dowel bar substitution and splicing system shall be performed in strict accordance with the manufacturer's instructions.
- F. Obstructions - In the event conduits, piping, inserts, sleeves or any other items interfere with placing reinforcement and indicated on the drawings, or as otherwise required, immediately consult the Architect and obtain approval of new procedure before placing concrete.

3.02 INSPECTION OF STEEL IN PLACE

- A. The Special Inspector will inspect the reinforcing steel in place prior to the pouring of the concrete for each section. (Contractor is responsible to coordinate.) Contractor shall also contact the Building Official for any inspections required.
- B. Do not pour concrete until the Special Inspector has reviewed the reinforcing steel. Notify the Special Inspector sufficiently in advance of the scheduled time for pouring of the concrete to allow the inspection to be made and corrections completed, where required. Correction shall be made by the Contractor at his expense.
- C. Exposed reinforcing steel, indicating the bars are not properly located, after the concrete has been placed will be sufficient cause for the rejection, removal and replacement of the concrete section.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The conditions of the contract and the provisions of Division 01 apply to all work of this section.
- B. This section includes all labor, materials, equipment and services necessary to mix, place and cure all concrete in accordance with the drawings, schedules and this specification.
- C. Build into concrete the following materials, which are supplied under other sections of this Specification:
 - 1. Reinforcing steel.
 - 2. Sleeves and thimbles for pipes and conduit.
 - 3. Inserts, hangers and anchors for work of all trades.
 - 4. Items of structural, miscellaneous iron or ornamental metals which occur in concrete.
- D. Related work specified elsewhere:
 - 1. Concrete Formwork - Section 03 11 00
 - 2. Concrete Reinforcement - Section 03 20 00
 - 3. Precast Concrete – Section 03 40 00
 - 4. Caulking and Sealants - Section 07 90 00

1.02 REFERENCE STANDARDS

- A. The current issue of the following specifications, test methods and recommended practices shall govern except where superseded by particular requirements of this specification.
 - 1. Specifications for Ready-Mixed Concrete, ASTM C-94.
 - 2. Specifications for Portland Cement, ASTM C-150.
 - 3. Standard Specification for Blended Hydraulic Cements, ASTM C595.
 - 4. Standard Specification for Slag Cement, ASTM C989.
 - 5. Standard Specification for Coal Fly Ash, ASTM C618.
 - 6. Specifications for Concrete Aggregates, ASTM C-33.
 - 7. Method of Test for Slump of Portland Cement Concrete, ASTM C-143.
 - 8. Method of Sampling Fresh Concrete, ASTM C-172.
 - 9. Method of Making and Curing Concrete Compression and Flexure Test, ASTM C-31.
 - 10. Method of Test for Compressive Strength of Molded Concrete Cylinders, ASTM C-39.
 - 11. Specification for Air-Entraining Admixtures for Concrete, ASTM C-172.

1.03 TESTS

- A. LABORATORY- All tests shall be by a recognized testing laboratory approved by the Architect/Engineer.
- B. All tests performed on concrete and concrete materials shall be inspected by the Special Inspector as required by Section 01 45 23.
- C. Provide the following tests:
 - 1. Slump as per ASTM C-143; at a minimum of one (1) per pour and at least one (1) every 100 cu.yd.

2. Concrete Test Specimens as per ASTM C31
 3. Compression as per ASTM C-39
 4. Air Contents as per ASTM C-231 (air entraining admixtures)
- D. The contractor shall secure samples and shall provide safe storage for them pending their removal to the testing laboratory. The contractor shall provide shipping containers as required for transporting cylinders to the testing laboratory.
- E. To conform to the requirements of this specification, every twenty-eight (28) day test representing each mix must be equal to or greater than the specified minimum strength without exception. If a specimen shows manifest evidence of improper sampling, molding or testing, it will be disregarded. Note, however, that the anticipated strength for all mixes is appreciably above the specified minimum strength, due to quality required by the minimum cement content specified.
- F. Slump tests shall be made from the same sample from which strength tests are made. The contractor shall provide a standard slump cone for this testing. If the measured slump falls outside the limits specified, a check test will be made immediately on another portion of the same sample. In the event of a second failure, the concrete will be considered to have failed to comply with the specification.
- G. Air content tests shall be made from the same sample from which strength tests are made. If the measured air content falls outside the limits specified, a check test will be made immediately on another portion of the same sample. in the event of a second failure, the concrete will be considered to have failed to comply with the specification.
- H. Architect may require additional testing of concrete, including cement content or chloride presence. Additional tests which comply with the specification shall be paid for by the Owner. Tests which fail to comply with the specifications will be paid for by the contractor.
- I. Two (2) copies of test results shall be forwarded directly from the testing laboratory to the Architect. (Electronic copies are acceptable.)

1.04 SUBMITTALS

- A. Submit concrete mix designs to the Architect for approval in accordance with the requirements of Division 01. Proposed mix designs to follow ACI 318 Chapter 5, and selections of mix design are to be in accordance with ACI 301.
1. Contractor to provide proposed control joint layout.
- B. Mix design shall state proportions of all materials used in the concrete mixture; source and gradation of aggregate; manufacturer of cement and manufacturer of all admixtures to be used.
- C. A pre-pour meeting is to be held to discuss slab preparation, concrete pouring procedures and slab curing procedures a minimum of one (1) week before the set pour date.

1.05 QUALITY ASSURANCE

- A. The current issue of the following American Concrete Institute (ACI) requirements and recommended practices shall govern except where supersede by particular requirements of this specification:
1. Building Code Requirements for Reinforced Concrete ACI-318.
 2. Recommended Practice for Selecting Proportions for Concrete, ACI-301.
 3. Recommended Practice for Cold Weather Concreting, ACI-306.
 4. Specifications for Structural Concrete for Buildings, ACI-301.

1.06 DELIVERY STORAGE AND HANDLING

- A. Cement shall be stored in a weatherproof building on pallets approximately 6" above the floor.
- B. Aggregates fine, medium and coarse, shall be stored separately and in such a manner as to prevent segregation of size and to avoid the inclusion of dirt and other foreign materials.

PART 2 - PRODUCTS**2.01 CONCRETE MATERIALS**

- A. AGGREGATES: Conform to ASTM C-33.
 - 1. Course Aggregate Material: Strong, clean crushed granite or limestone gravel, are subject to approval as to use, other inert material having similar characteristics, free from adherent coatings and injurious amount of friable or fragile pieces, flake organic matter, or other deleterious substances, all meeting the following gradation requirements:

a. Footings, slabs on grade, structural slabs, foundations	1"
b. Concrete topping	3/8"
c. Columns and beams	3/4"
 - 2. Fine Aggregate Material: Clean, strong, natural are subject to approval and authorization as to use, other inert material suitable for the work to be done, having characteristics similar to natural sand, free of frozen materials, all meeting the following grading limits:

a. Passing No. 4 Sieve	95% to 100%
b. Passing No. 14 Sieve	45% to 80%
c. Passing No. 50 Sieve	10% to 30%
d. Passing No. 100 Sieve	2% to 10%
- B. CEMENT - Conforming to ASTM C-150, Type I and Type I/II Cements
- C. FLY ASH – Class C or F per ASTM C618
- D. SLAG – ASTM C989
- E. WATER - Clean, free from oil, acids and injurious amounts of vegetable matter, alkalis or other salt, or drinkable quality.
- F. No admixtures shall be used except with specific written approval of the Architect. CALCIUM CHLORIDE OR MATERIALS CONTAINING CHLORIDES OR NITRATES WILL NOT BE PERMITTED IN ANY CASE. USE OF SUCH MATERIALS WILL ALLOW THE ARCHITECT TO REQUIRE REMOVAL AND REPLACEMENT OF ALL CONCRETE CONTAINING OR TREATED WITH SAME AT CONTRACTOR'S COST.

2.02 CONCRETE ADDITIVES

- A. Air Entrainment Agent: Conform to ASTM C260 to produce air entrainment of 5% to 7%. Air entrainment admixture shall be used in strict accordance with the manufacturers recommendations and shall be one of the following or approved equal:
 - 1. W.R. Grace - Darex AEA
 - 2. Protex Industries - Pro-Air
 - 3. W.R. Meadows - Sealtight Air Entrainment Agent
 - 4. Sika - Sika AER
 - 5. Euclid - Air Mix

- B. Curing: Curing compound shall be non-yellowing acrylic polymer type conforming to ASTM C-309 Type 1. Curing compound shall be water based VOC compliant material. All exposed interior concrete floors shall receive two coats of the following or approved equal:
 - 1. L&M Construction Chemicals – Cure “R”
 - 2. TK Products – TK AS-1 Achro Seal 1315
- C. Refer to Section 3.08 for curing procedures if floor is to receive a floor covering.
- D. Concrete Sealer: Sealing compound shall be installed after concrete has properly cured. Refer to manufacturer’s recommendations for timing. Pressure wash slab and let slab dry right before installing sealer.
 - 1. L&M Seal Hard
 - 2. TK-290 Tri-Siloxane

2.03 CONCRETE JOINT MATERIALS

- A. BOND BREAKER: at juncture of interior concrete slabs and adjacent walls shall be 15 lb. felt with adhesive on one side.
 - 1. Underslab vapor barrier may be used as bond breaker when applicable.
- B. CONTROL JOINT FORMER: Refer to structural documents for definition and spacing.
- C. Expansion Joint Filler: shall be an asphalt, vegetable fibres and mineral filler joint formed under heat and pressure between two asphalt felt liners conforming to ASTM D994. It shall be resistant to oil, solvents, ozone and weathering. Joint Filler shall be as manufactured by one of the following or approved equal:
 - 1. W.R. Meadows, Inc. - Sealtight Asphalt Expansion Joint Filler
 - 2. Tamms/A.C. Horn - Horn Board
- D. JOINT SEALER: shall be as specified in Section 07 90 00.

2.04 CONCRETE MIXES

- A. All concrete used throughout this construction shall be ready-mixed concrete furnished by a well established mixing plant.
- B. Concrete shall be furnished in accordance with the following schedule:

Class of Concrete	Compressive Strength @ 28 days	Maximum aggregate size	Maximum water to Cement ratio	Cement Type
A	4000	1"	.44	Non-Air Entrained
B	4000	1"	.50	Non-Air Entrained
C	4000	3/4"	.44	Non-Air Entrained
D	3000	3/8"	.44	Non-Air Entrained
E	4500	1"	.45	Air Entrained

- C. The class of concrete to be used for various conditions shall be as follows:
1. Footing Class A
 2. Foundations Class B
 3. Slab on Grade Class B
 4. Elevated Floors Class B
 5. Columns & Beams Class C
 6. Stair Treads Class D
 7. Concrete in Bond Beams Class D
 8. Exterior Concrete Class E
 9. Topping for Precast Class D
- D. The slump shall not exceed 5" in any case.

PART 3 - EXECUTION

3.01 MIXING AND DELIVERY

- A. Ready-Mixed concrete shall be mixed and delivered to the job site by the means and standards set forth in ASTM C-94.
- B. No water shall be added on the job unless authorized by the Architect/Engineer in writing. If added, the amount of water added shall be recorded on all copies of the delivery ticket hereinafter described. If water is added to mixed concrete on arrival at the job, an additional mixing of twenty revolutions of the drum will be required. Water can be added only up to the maximum allowable W/C.
- C. Concrete delivered in outdoor temperatures lower than 40°F, shall arrive at the site of the work having a temperature not less than 60°F, nor greater than 90°F, unless otherwise specified or permitted by the Architect/Engineer.
- D. Follow recommendations of ACI 306 for all cold weather concreting applications.
- E. With each load of concrete delivered to the job, there shall be furnished by the ready-mixed concrete producer, duplicate delivery tickets, one for the contractor and one for the Architect /Engineer. Delivery tickets shall provide the following information: (Similar to the MnDOT Certificate of Compliance)
1. Date
 2. Name of Ready-Mixed concrete plant
 3. Contractor
 4. Job Location
 5. Type and brand of cement
 6. Class and specified cement content in bags per cubic yard of concrete.
 7. Maximum size of aggregate
 8. Water added at job, if any
 9. Truck number
 10. Time Dispatched
 11. Amount of concrete, in load, in cubic yards.
- F. For hot weather concreting as defined by ACI 305, follow ACIs 305 recommendations for maintaining proper evaporation levels.

3.02 PLACING CONCRETE

- A. Before placing any concrete, Architect/Engineer shall be notified in sufficient time to allow inspection of concrete reinforcing and underslab vapor barrier in place.

- B. Before placing concrete, excavation shall be dry, forms and reinforcement shall be clean, and reinforcement shall be securely tied into place. Forms shall be treated with releasing agent. Subgrade and form materials shall meet temperature requirements as stated in ACI 301.
- C. Concrete shall be transported from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent the separation of ingredients or displacement of reinforcement. It shall be deposited as nearly as possible in its final position to avoid rehandling or flowing. Deposit concrete in such a fashion that free fall of concrete will not exceed 3 feet.
- D. Concrete shall be placed before initial set has occurred and in no case after it has contained its water for more than 90 minutes.
- E. The Contractor shall provide sufficient labor to thoroughly spade, or by internal mechanical vibration, work the coarse aggregate away from the forms and avoid air pockets or voids in exposed sections, and leave solid, homogenous and smooth uniform surface after forms are removed. Concrete for slabs on fill shall be mixed and placed with as little water as possible, and shall be compacted by spading and tamping.
- F. For slabs on grade, check compaction of fill and determine proper grade. Interior slabs on grade shall have a vapor barrier installed just below the slab. Vapor barrier as specified under Section 07 26 00. (No vapor barrier shall be used under exterior slabs on grade. Moisten subgrade lightly, if dry, just before exterior slabs are cast.)

3.03 TOLERANCES

- A. ACI Standards shall govern concrete work except where specified differently.
- B. Allowable Tolerances -
 - 1. Variation from plumb:
 - a. 0 to 10 feet - 1/4" maximum
 - b. 20 feet or more - 3/8" maximum
 - 2. Variation in thickness - 1/4" to 2" standard, 5% for footings
 - 3. Variation in grade:
 - a. 0 to 10 feet - 1/4" standard, 1/8" for floors
 - b. 10 to 20 feet - 3/8" standard, 1/4" for floors
 - c. 40 feet or more - 3/4" standard, 3/8" for floors
 - 4. Variation in plan:
 - a. 0 to 20 feet - 2"
 - b. 40 feet or more - 3/4" standard, plus 1/2" for footings
 - 5. Variation in eccentricity - 2% for footings
 - 6. Variation in openings:
 - a. Size - plus 1/8"
 - b. Location - 1/4"
 - 7. Variation in stairs & landings:
 - a. Consecutive steps:
 - 1) Treads - 1/8"
 - 2) Risers - 1/16"

- b. Flight of stairs:
 - 1) Treads - 1/4"
 - 2) Risers - 1/8"

3.04 CONSTRUCTION AND CONTROL JOINTS IN FLAT WORK

- A. Interior floor slabs shall be separated from walls, columns or other fixed objects with a bond breaker placed between the floor slab and object.
- B. Provide construction joints as shown on drawings, at the end of all pours, where placing operations are stopped for 2 hour or more and in no case to exceed 30 feet in any direction. Load transfer bars shall run through joint.
- C. Control joints (weakened plane contraction joints) shall be formed in accordance with the structural drawings and Engineer/Architect-approved, Contractor-submitted proposed layout drawing. The concrete shall be finished in the usual manner. Place control joints as indicated on approved Contractor-provided layout. Control joints are to be cut with a soft cut saw as soon as slab can support the equipment; no delay will be permitted.
- D. Architect/Engineer may direct additional control joints to be cut in concrete slabs after approximately two (2) weeks curing time if the concrete shows evidence of cracking. Joints shall be saw cut and shall be 1/3 the depth of the slab.
 - 1. If cracks develop in the concrete due to improper placement and installation of control joints or uncontrolled curing rates, the Contractor is responsible for removing/replacing the concrete per Architect's direction.
- E. Provide isolation joints where exterior slabs abut a wall or other fixed object. Vapor barrier may be used as isolation joint.

3.05 CONSTRUCTION JOINTS IN WALLS

- A. Where construction joints occur in walls they shall be formed with a tapered keyway. Reinforcing dowels shall run through the joint as shown on drawings.
- B. At the joint between the exterior footing and foundation wall, and all vertical joints in the exterior foundation walls install waterstop. Waterstop shall be installed as per manufacturer's instructions. Waterstop shall be installed inside the exterior row of reinforcing a minimum of 2" from the exterior face of the wall. Waterstop shall be held in place with primer furnished by manufacturer and concrete nails.

3.06 PROTECTION IN COLD AND FREEZING WEATHER

- A. In cold weather, concrete shall be mixed and placed only when the temperature is 40°F, and rising, unless permission for placement of concrete is obtained from the Architect. In freezing weather, the mixing water and aggregates shall be heated and freshly place concrete shall be protected by adequate housing of covered and heating. Refer to ACI 306 for cold weather definitions and requirements.
- B. Contractor shall have on job, ready to install, adequate equipment for heating the materials and freshly placed concrete and for enclosing work in accordance with requirements specified herein.
- C. Concrete when placed in the form shall have a temperature of not less than 60°F. Concrete and the surrounding air shall be maintained at a temperature of 50°F, or greater for a period of 7 days immediately after placing. The method of protection and curing shall be such as to prevent evaporation of moisture from the concrete for a period of not less than 7 days.

- D. Heat shall be removed gradually from the concrete to avoid thermal shock. Covering shall be left in place until concrete reaches surrounding outside temperature.
- E. Salts, chemicals or other foreign materials shall not be mixed with the concrete to prevent freezing. Concrete work which has been damaged by freezing will be rejected and replaced at the Contractor's expense.

3.07 HOT WEATHER CONCRETING

- A. When conditions are identified as hot weather as stated in ACI 305, follow guidelines of ACI 305.

3.08 CURING

- A. All concrete shall be protected from premature drying and freshly placed concrete shall be protected against wash by rain, flowing water, freezing, mechanical injury, etc.
- B. Concrete of walls, piers, etc., shall be cured by leaving the forms in place as long as possible, 2 DAYS MINIMUM.
- C. Concrete floor slabs that will not receive a floor covering material, etc, shall be cured by covering with the specified, or approved, curing agent. Curing agent shall be applied as soon as concrete will allow foot traffic; no delay will be permitted.
 - 1. Concrete floors that are to be sealed shall be treated once the slab has properly cured. Clean slab as necessary prior to applying sealer.
- D. All slabs that will receive resilient flooring, terrazzo ceramic tile, wood flooring or carpeting shall be moist cured by covering with a concrete curing blanket or burlap for a period of seven (7) days. Continuously apply water to slabs as required to keep them moist for a minimum of seven (7) days. NO CURING COMPOUNDS SHALL BE APPLIED IN THESE AREAS. Concrete that is not properly cured will be removed and replaced at the Contractor's cost.

3.09 REMOVAL OF FORMS

- A. Forms shall be removed in such a manner as to insure the complete safety of the structure. Footing and foundation wall forms may be removed after 48 hours, providing the concrete is sufficiently hard to not be damaged thereby.
- B. The Contractor shall assume responsibility for all damage due to the removal of the forms. It shall be contractor's duty to consult with the Architect before the removal of any forms.

3.10 FINISHING CONCRETE FLOORS

- A. After slabs has been screeded to proper elevation. Screed and float to bring to the required elevation. While concrete is still green, but sufficiently hardened to bear a man's weight without deep imprint, it shall be floated to a true even plane with no coarse aggregate visible. It shall then be steel troweled to a smooth impervious surface free from trowel marks.
- B. All exposed concrete floors, and floors with applied floor covering, shall be finished as specified above.
- C. FLOOR LEVEL STANDARD: All floors shall be subject to checking for accuracy of planes. The checking procedure shall be as follows:

1. An eight (8) foot long straight-edge with a level bubble shall be used. When this straight-edge is placed on floor, level, with one end located on an apparent high point, the following limits must be met:
 - a. Finished concrete floors without applied floor covering - there shall be no opening under the straight-edge which will allow a 3/16" thick test skim to pass.
 - b. Concrete floors which are to receive applied floor covering -- there shall be no opening under the straight- edge which will allow a 1/8" thick test skim to pass.
 2. Floors which are shown to be pitched to drain shall be checked parallel to the intended direction of flow.
- D. FLOOR FINISH STANDARD: All concrete floors shall be prepared as required to receive applied floor covering as per floor finish manufacturer=s requirements. This includes, but is not limited to shrinkage cracks. If the substrate is found to be unacceptable as determined by the Architect, the contractor shall perform all directed corrections to the substrate at no cost to the owner.
- E. Floors not complying with the above shall be corrected as directed by the Architect, at no additional cost to the Owner.
- F. Interior concrete floors which do not have an applied floor covering shall be sealed with two coats of concrete sealer as specified above. Sealer shall be applied in strict accordance with the manufacturer's instructions.

3.11 SURFACE FINISH OF CONCRETE (EXCEPT FLOORS)

- A. Immediately after removing forms, remove all projections, loose materials, and cut back all metal form ties, and point up all voids with cement mortar, 1:2 mix. Rub areas thus repaired with Carborundum to a smooth, even finish to match adjacent surfaces.
- B. All formed concrete exposed to view, whether painted or unpainted, shall be finished in the manner noted above.

END OF SECTION

SECTION 04 72 00 – CAST STONE**PART 1 - GENERAL****1.01 SECTION INCLUDES – Architectural Cast Stone.**

- A. Scope – All labor, materials and equipment to provide the Cast Stone shown on architectural drawings and as described in this specification.
 - 1. Manufacturer shall furnish Cast Stone covered by this specification.
 - 2. Installing contractor shall unload, store, furnish all anchors, set, patch, clean and seal the Cast Stone as required.

1.02 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures
- B. Section 07 90 00 – Joint Protection

1.03 REFERENCE STANDARDS

- A. ACI 318 – Building Code Requirements for Reinforced Concrete
- B. ASTM A185 – Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
- C. ASTM A615/A615M – Standard Specification for Deformed and Plain Billet-Steel Bars for Reinforced Concrete
- D. ASTM C33 – Standard Specification for concrete Aggregates
- E. ASTM C150 – Standard Specification for Portland Cement
- F. ASTM C173 – Standard Test Method for Air Content of Freshly Mixed Concrete by the Volume Method
- G. ASTM C231 – Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- H. ASTM C260 – Standard Specification for Air Entrained Admixtures for Concrete
- I. ASTM C270 – Standard Specification for Mortar for Unit Masonry
- J. ASTM C426 – Standard Test Method for Linear Shrinkage of Concrete Masonry Units
- K. ASTM C494/C494M – Standard Specification for Chemical Admixtures for Concrete
- L. ASTM C618 – Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Concrete
- M. ASTM C666 – Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
- N. ASTM C979 – Standard Specification for Coloring Pigments for Integrally Pigmented Concrete
- O. ASTM C989 – Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete

- P. ASTM C1194 – Standard Test Method for Compressive Strength of Architectural Cast Stone
- Q. ASTM C1195 – Standard Test Method for Absorption of Architectural Cast Stone
- R. ASTM C1364 – Standard Specification for Architectural Cast Stone
- S. ASTM D2244 – Standard Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates
- T. Cast Stone Institute® Technical Manual (Current Edition)

1.04 DEFINITIONS

- A. Cast Stone – A refined architectural concrete building unit manufactured to simulate natural cut stone, used in unit masonry applications.
 - 1. Wet Cast Concrete Products – Manufactured from measurable slump concrete.
 - a. West Casting Method: Manufactured from measurable slump concrete and vibrated into a mold until it becomes densely consolidated.

1.05 SUBMITTAL PROCEDURES

- A. Comply with Section 01 33 00 – Submittal Procedures.
- B. Samples – Submit pieces of the Cast Stone that are representative of the general range of finish and color proposed to be furnished for the project.
- C. Test Results – Submit manufacturer's test results of Cast Stone previously made by the manufacturer.
- D. Shop Drawings – Submit manufacturer's shop drawings including profiles, cross-sections, reinforcement, exposed faces, arrangement of joints (optional for standard or semi-custom installations), anchoring methods, anchors (if required), annotation of stone types and their location.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications –
 - 1. A current producer member of Cast Stone Institute, with a minimum of 10 years of experience in producing cast stone of types required for project.
 - 2. Manufacturer shall have sufficient plant facilities to produce the shapes, quantities and size of Cast Stone required in accordance with the project schedule.
 - 3. Manufacturer shall submit a written list of projects similar to scope and at least three (3) years of age, along with Owner, Architect and Contractor references.
- B. Standards – Comply with the requirements of the Cast Stone Institute® Technical Manual and the project specifications. Where a conflict may occur, the contract documents shall prevail.
- C. Mock-Up (Optional) – Provide full size unit(s) for use in construction of sample wall. The approved mock-up shall become the standard for appearance and the workmanship for the project.

PART 2 - PRODUCTS**2.01 ARCHITECTURAL CAST STONE**

- A. Manufacturer – 6-03 LAE Artstone or approved equal.
1. American Artstone Company
2025 North Broadway
P.O. Box 425
New Ulm, MN 56073
(800) 967-2076
www.american-artstone.com
- B. Comply with ASTM C1364.
- C. Physical Properties – Provide the following:
1. Compressive Strength – ASTM C1194: 6,500 psi (45 Mpa) minimum for products at 28 days
 2. Absorption – ASTM C1195: 6% maximum by the coldwater method, or 10% maximum by the boiling method for products at 28 days.
 3. Air Content – ASTM C173 or C231, for wet cast product shall be 4-8% for units exposed to freeze-thaw environments. Air entrainment is not required for VDT products.
 4. Freeze-Thaw – ASTM C1364: The CPWL shall be less than 5% after 300 cycles for freezing and thawing.
 5. Linear Shrinkage – ASTM C426: Shrinkage shall not exceed 0.065%.
- D. Job Site Testing – One (1) sample from production units may be selected at random from the field for each 500 cubic feet (14 M³) delivered to the job site.
1. Three (3) field cut cube specimens from each of these samples shall have an average minimum compressive strength of not less than 85% with no single specimen testing less than 75% of design strength as allowed by ACI 318.
 2. Three (3) field cut cube specimens from each of these samples shall have an average maximum cold-water absorption of 6%.
 3. Field specimens shall be tested in accordance with ASTM C1194 and C1195.

2.02 RAW MATERIALS

- A. Portland Cement – Type I or Type III, white and/or grey, ASTM C150.
- B. Coarse Aggregates – Granite, quartz or limestone, ASTM C33, except for gradation.
- C. Fine Aggregates – Manufactured or natural sands, ASTM C33, except for gradation.
- D. Colors – Inorganic iron oxide pigments, ASTM C979 except that carbon black pigments shall not be used.
- E. Admixtures – Comply with the following:

1. ASTM C260 for air-entraining admixtures.
 2. ASTM C494/C495M Types A – G for water reducing, retarding, accelerating and high range admixtures.
 3. Other Admixtures: Integral water repellents and other chemicals, for which no ASTM Standard exists, shall be previously established as suitable for use in concrete by proven field performance or through laboratory testing.
 4. ASTM C618 mineral admixtures of dark and variable colors shall not be used in surfaces intended to be exposed to view.
 5. ASTM C989 granulated blast furnace slag may be used to improve physical properties. Tests are required to verify these features.
- F. Water – Potable.
- G. Reinforcing Bars –
1. ASTM A615/A615M. Grade 40 or 60 steel galvanized or epoxy coated when cover is less than 1.5 in. (37 mm).
 2. Welded Wire Fabric: ASTM A185 where applicable for wet cast units.
- H. All anchors, dowels and other anchoring devices and shims shall be standard building stone anchors commercially available in a non-corrosive material such as zinc plated, galvanized steel, brass, or stainless steel Type 302 or 304.

2.03 COLOR & FINISH

- A. Match sample on file in Architect's office.
- B. All surfaces intend to be exposed to view shall have a fine-grained texture similar to natural stone, with no air voids in excess of 1/32 in. (0.8 mm) and the density of such voids shall be less than 3 occurrences per any 1 in.² (25 mm²) and not obvious under direct daylight illumination at a 5 ft (1.5m) distance.
- C. Units shall exhibit a texture approximately equal to the approved sample when viewed under direct daylight illumination at a 10 ft (3m) distance.
 1. ASTM D2244 permissible variation in color between units of comparable age subjected to similar weathering exposure.
 - a. Total color difference – not greater than 6 units.
 - b. Total hue difference – not greater than 2 units.
- D. Minor chipping resulting from shipment and delivery shall not be grounds for rejection. Minor chips shall not be obvious under direct daylight illumination from a 20 ft (6m) distance.
- E. The occurrence of crazing or efflorescence shall not constitute a cause for rejection.
- F. Remove cement film, if required, from exposed surfaces prior to packaging for shipment.

2.04 REINFORCING

- A. Reinforce the units as required by the drawings and for safe handling and structural stress.
- B. Minimum reinforcing shall be 0.25% of the cross section area.
- C. Reinforcement shall be non-corrosive where faces exposed to weather are covered with less than 1.5 in. (38mm) of concrete material. All reinforcement shall have minimum coverage of twice the diameter of the bars.
- D. Panels, soffits and similar stones greater than 24 in. (600mm) in one direction shall be reinforced in that direction. Units less than 24 in. (600mm) in both their length and width dimension shall be non-reinforced unless otherwise specified.

2.05 CURING

- A. Cure units in a warm curing chamber approximately 100°F (37.8°C) at 95% relative humidity for approximately 12 hours, or cure in a 95% moisture environment at a minimum 70°F (21.1°C) for 16 hours after casting. Additional yard curing at 95% relative humidity shall be 350° days [i.e. 7 days @ 50°F (10°C) or 5 days @ 70°F (21°C)] prior to shipping. Form cured units shall be protected from moisture evaporation with curing blankets or curing compounds after casting.

2.06 MANUFACTURING TOLERANCES

- A. Cross section dimensions shall not deviate by more than $\pm 1/8$ in. (3mm) from approved dimensions.
- B. Length of units shall not deviate by more than length/360 or $\pm 1/8$ in. (3mm), whichever is greater, not to exceed $\pm 1/4$ in. (6mm).
 - 1. Maximum length of any unit shall not exceed 15 times the average thickness of such unit unless otherwise agreed by the manufacturer.
- C. Warp, bow or twist of units shall not exceed length/360 or $\pm 1/8$ in. (3mm), whichever is greater.
- D. Location of dowel holes, anchor slots, flashing grooves, false joints and similar features – on formed sides of unit, $1/8$ in. (3mm), on unformed sides of unit, $3/8$ in. (9mm) maximum deviation.

2.07 PRODUCTION QUALITY CONTROL

- A. Testing –
 - 1. Test compressive strength and absorption from specimens selected at random from plant production.
 - 2. Samples shall be taken and tested from every 500 (14 m³) cubic feet of product produced.
 - 3. Perform tests in accordance with ASTM C1194 and C1195.
 - 4. New and existing mix designs shall be tested for strength and absorption compliance prior to producing units.

2.08 DELIVERY, STORAGE & HANDLING

- A. Mark production units with the identification marks as shown on the shop drawing.

- B. Package units and protect them from staining or damage during shipping and storage.
- C. Provide an itemized list of product to support the bill of lading.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Installing Contractor shall check Cast Stone materials for fit and finish prior to installation. Do not set unacceptable units.

3.02 SETTING TOLERANCES

- A. Comply with Cast Stone Institute® Technical Manual.
- B. Set stones 1/8 in. (3mm) or less, within the plane of adjacent units.
- C. Joints, plus – 1/16 in. (1.5mm), minimum – 1/8 in. (3mm).

3.03 JOINTING

A. Joint Size –

- 1. At stone/brick joints 3/8 in. (9.5mm).
- 2. At stone/stone joints in vertical position 1/4 in. (6mm) [3/8 in. (9.5mm) optional].
- 3. Stone/stone joints exposed on top 3/8 in. (9.5mm).

B. Joint Materials –

- 1. Mortar, Type N, ASTM C270.
- 2. Use a full bed of mortar at all bed joints.
- 3. Flush vertical joints full with mortar.
- 4. Leave all joints with exposed tops or under relieving angles open for sealant.
- 5. Leave head joints in copings and projecting components open for sealant.

C. Location of Joints –

- 1. As shown on shop drawings.
- 2. At control and expansion joints unless otherwise shown.

3.04 SETTING

- A. Drench units with clean water prior to setting.
- B. Fill dowel holes and anchor slots completely with mortar or non-shrink grout.
- C. Set units in full bed of mortar, unless otherwise detailed.

- D. Rake mortar joints 3/4 in. (18mm) for pointing.
- E. Remove excess mortar from unit faces immediately after setting.
- F. Tuckpoint unit joints to a slight concave profile.

3.05 JOINT PROTECTION

- A. Comply with requirements of Section 07 90 00.
- B. Prime ends of units, insert properly sized backing rod and install required sealant.

3.06 REPAIR & CLEANING

- A. Repair chips with touchup materials furnished by manufacturer.
- B. Saturate units to be cleaned prior to applying an approved masonry cleaner.
- C. Consult with manufacturer for appropriate cleaners.

3.07 INSPECTION & ACCEPTANCE

- A. Inspect finished installation according to Bulletin #36.
- B. Do not field apply water repellent until repair, cleaning, inspection and acceptance is completed.

END OF SECTION

SECTION 05 50 00 – METAL FABRICATIONS**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. Furnish all labor, materials and equipment to install all miscellaneous metal work indicated or required for a complete installation of all work under this contract.
- C. All items furnished shall be supplied with all devices required for properly and permanently securing them in their appropriate location.
- D. Items identified on the drawings or listed in this specification as Miscellaneous Metal are intended only as a guide to the Contractor, but this shall in no way relieve the Contractor of the responsibility to include all items required. The Contractor is cautioned to thoroughly examine all drawings for all items of Miscellaneous Metal work required under this contract.
- E. Unless otherwise indicated, all work shall be in accordance with the best recommendations of the Architectural Metal Handbook.
- F. All steel angles, channels, etc., where indicated as to size on the architectural drawings, shall be included in Metal Fabrications.
- G. Related Work Specified Elsewhere:
 - 1. Cast-In-Place Concrete - Section 03 30 00
 - 2. Concrete Unit Masonry - Section 04 22 00
 - 3. Painting - Section 09 90 00

1.02 REFERENCES

- A. ASTM A36 Structural Steel

1.03 SUBMITTALS

- A. Shop Drawings: Prepare and submit shop drawings to Architect for approval in accordance with the requirements of Division 01. Shop Drawings shall include placing plans and detailed drawings of each item. For stock items requiring no modification or special fabrication to fit the requirements of this job manufacturer's literature and installation instructions will be accepted in lieu of shop drawings. No materials shall be fabricated until such drawings have been approved by the Architect.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site at such intervals to insure uninterrupted progress of work.
- B. Store steel members off ground using pallets, platforms or other supports. Protect steel members and packaged materials from erosion and deterioration.
- C. Do not store material on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.
- D. Store materials to permit easy access for inspection and identification.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All materials shall be free from defects impairing strength, durability, appearance, and of the best commercial quality for the purposes indicated. Structural proportions shall be such as to withstand safely all strains and stresses to which they will be normally subjected.
- B. Casting shall be true to pattern and free from scratches, blemishes, sharp edges and other defects which may be objectionable.
- C. Structural steel shapes and plates shall conform to ASTM A36. All accessories and connections for steel, unless otherwise indicated, shall be of steel.
- D. Materials for other metal fabricated items shall be as specified.

2.02 FABRICATION

- A. Insofar as possible, all work shall be shop fitted and assembled ready for erection. Work shall be executed in strict accordance with approved shop drawings.
- B. Shop connections, unless otherwise indicated, shall be welded. All welding shall conform to the current edition of the "Standard Code for Welding in Building Construction" of the American Welding Society. All welds shall be of adequate strength and durability, with all exposed welds ground flush with the base metal and finished clean and smooth.
- C. Field Connections, unless otherwise indicated, shall be made with steel bolts or machine screws of adequate size. Provide any necessary reinforcing plates at connections or fittings.

2.03 PAINTING

- A. Do not paint anchors to be set in concrete. Paint all other items with one shop applied coat of rust-inhibitive red oxide paint.

2.04 STEEL PIPE RAIL

- A. Steel pipe railing shall be 1-1/2" diameter steel tube, with an actual outside diameter of 1-1/2".
- B. Rails shall be all welded construction or have concealed fasteners. All welds shall be ground smooth.
- C. Rails mounted on walls shall have end extensions as shown on drawings and shall return to the wall with a 90° elbow, and terminate with a capped end.

PART 3 - EXECUTION

3.01 ERECTION - GENERAL

- A. All metal items to be built into concrete or masonry are to be set by the concrete or masonry contractors and shall be furnished promptly so that they may be built in as the work progresses, as no cutting of same afterwards will be permitted.
- B. All steel construction shall be erected square, plumb, straight and true, accurately fitting and with tight joints and intersections, by mechanics experienced in erecting structural steel.
- C. Holes in concrete or masonry, required for mounting structural steel construction and other miscellaneous metal items, shall not be larger than necessary to insert the required anchoring devices.

ALL HOLES SHALL BE DRILLED.

- D. Clean all items as required to receive finish paint.

3.02 INSTALLATION - RAILINGS

- A. Railings shall be installed level and plumb with expansion bolts of the proper size into drilled holes.

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. This Section includes all labor, materials, equipment and services necessary to furnish and install all Rough Carpentry as shown on the drawings and specified herein.
- C. The Contractor shall install the following materials which are furnished under other Sections of the specification, anchoring and securing same as required:
- D. This Contractor shall install miscellaneous blocking as required by other trades for the installation of their work, including but not limited to the following:
 - 1. Wood Blocking

1.02 QUALITY ASSURANCE

- A. All work under this Section shall be prepared in accordance with NHLA Standards and Specifications.

1.03 DELIVERY, STORAGE AND HANDLING

- A. All lumber shall be delivered, piled and handled so as to protect it from damage. Lumber shall not be delivered to the site unduly long before it is required in the normal progress of the work. All lumber shall be protected and kept under cover and off the ground (minimum 5-1/2" above the ground and 3-1/2" above any other surface) both in transit and at the job site.

PART 2 - PRODUCTS**2.01 LUMBER, GRADES AND SPECIES**

- A. Lumber grades shall conform to the grading rules of the manufacturer's association under whose rules the lumber is produced. Lumber shall bear the grade and trade mark of the association under whose rules it is produced, and a mark of mill identification.
- B. Lumber shall be sound, thoroughly seasoned and well manufactured. Materials shall be free of warp that cannot be corrected in the normal process of bridging or nailing. All woodwork exposed to view in finished or unfinished areas shall be dressed. Lumber shall be air dried or kiln dried to an average moisture content not exceeding 15%.
- C. Lumber shall be of the grade and species listed below:
 - 1. Lumber for Blocking - No. 3 Pine or better
 - 2. Plywood for Blocking - CDX or better

2.02 PRESERVATIVE TREATED LUMBER

- A. All lumber for curbs, blocking, nailers, etc., in contact with concrete or masonry shall be preservative treated. Preservative shall be ACQ preservative or approved equal, applied by the pressure method in a closed retort. Minimum net retention shall be not less than .25 lb. per cubic foot. Lumber shall be fabricated insofar as possible before treating. Lumber cut after treating shall have the cut surface well brushed with same preservative. Furnish Architect with certificate from treating plant stating size and quantity of lumber treated, type and amount of treatment.

2.03 HARDWARE

- A. This contractor shall furnish and install all nails, spikes, screws, bolts and other similar items of rough hardware required in the progress of his work and shall install all items of finish hardware furnished by others.
 - 1. Anchors for fastening to concrete, masonry and plaster board shall be as manufactured by Hilti, Rawl, Sanko or approved equal. Fasteners shall be size and type required for each particular application.
 - 2. For anchoring in preservative treated blocking, roofing or waterproofing fasteners shall be stainless steel or hot-dip zinc coated.

PART 3 - EXECUTION

3.01 TEMPORARY WINDOW AND DOOR OPENINGS

- A. Furnish and install in window openings temporary wood frames secured to the structure and covered with light grade canvas, polyethylene or wallboard.
- B. Entrances shall be provided with temporary wood framed enclosures covered with asphalt-impregnated sheathing board. Entrance enclosures shall be equipped with outswinging doors complete with necessary hardware, self-closing device, hasp, lock and pull handle.
- C. Remove all such temporary enclosures from the building and site when finished doors and windows are installed and glazed.

3.02 INSTALLATION - GENERAL

- A. All finished work shall be scribed and coped as required for an accurate fit and erected plumb, true square and in accordance with the drawings. Correlate location of nailers, blocking grounds and similar supports to allow proper attachment or other work. All work shall be secured in place with screws or nails as required. Countersink and fill all nail and screw heads exposed to view.
- B. This Contractor shall furnish and install all nails, spikes, screws, bolts and other similar items of rough hardware required in the progress of his work and shall install all items of finish hardware furnished by others.

END OF SECTION

SECTION 07 90 00 CAULKING & SEALANTS**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. Furnish all labor, material, equipment, scaffolding and appliances required to complete all caulking, and related work as specified herein and as shown on the drawings.
- C. Caulking and sealants specified under this Section shall be installed at the intersection of all dissimilar materials not mechanically or adhesively attached to each other, at the expansion and contraction joints of similar or dissimilar materials, and where it is necessary to provide a smooth transition between materials of differing shapes. The following list of areas to be caulked or sealed is intended as a general guide to this Contractor and does not relieve the contractor of providing caulking to all areas shown on the drawings and that fit the above definition:
 - 1. Non-sag Urethane:
 - a. Around the frames of Doors, Windows & Louvers - each exposed side.
 - b. Vertical concrete, precast concrete, and masonry control and expansion joints.
 - c. Under door thresholds - at the inside and outside edge of the threshold.
 - d. Flashing reglet terminations.
 - e. Where interior window stools intersect walls and window frames.
 - f. Where exterior window sills intersect walls and window frames.
 - g. All other Joints noted on Drawings as "Caulk" or "Sealant".
 - h. All joints which meet the definition of paragraph "F" above.
 - i. Where exterior window sills intersect walls and window frames.
 - j. Joints in ceramic tile and other hard surface materials.
 - k. All other Joints noted on Drawings as "Caulk" or "Sealant".
 - l. All joints which meet the definition of paragraph "F" above.
 - m. All precast wall panel joints..
 - 2. Self Leveling Horizontal Urethane:
 - a. Horizontal and sloped expansion joints in concrete walks, paving, floors and decks.
 - b. Horizontal and sloped expansion and control joints in interior hard surface flooring materials.
 - 3. Expanding Foam Polyurethane Sealant:
 - a. Horizontal and vertical Precast Concrete Wall Panel joints for thermal insulating and sound attenuating.

1.02 REFERENCES

- A. Non-sag Urethane:
 - 1. ASTM C920, Type S, Grade NS, Class 50
 - 2. Fed Spec TT-S-00230C, Type II, Class A
- B. Self Leveling Horizontal Urethane:
 - 1. ASTM C920, Type M, Grade P, Class 50
 - 2. Fed Spec TT-S-00227E, Type I, Class A

1.03 SUBMITTALS

- A. Submit manufacturer's product specifications, handling, installation and curing instructions for each type of sealant to be used in accordance the requirements of Division 01.
- B. Submit sample of joint sub-caulking to be used.
- C. Submit color sample of each type of sealant for selection by the Architect. Colors will be selected from the manufacturer's standard line of colors.

1.04 DELIVERY STORAGE AND HANDLING

- A. All materials shall be delivered to the site in their original, unopened containers, clearly labeled with manufacturer's name, brand name, and such identifying numbers as are appropriate.
- B. Store caulking materials in a dry, heated space. Maintain temperature at approximately 70°F.

1.05 WARRANTY

- A. The Contractor shall, and by acceptance of this contract does, warranty that all work executed under this section will be free from defects due to materials and workmanship for a period of five (5) years from the date of "Substantial Completion" and at his own expense, repair and replace all such work found to be defective during the term specified.

PART 2 - PRODUCTS

2.01 CAULKING MATERIALS

- A. Non-sag Urethane - Caulking compound shall be one- or two-part polyurethane caulking compound that meets or exceeds the requirements of Fed. Spec. TT-S-00230C. Compound shall be as recommended by the manufacturer for use without a paint finish and shall form a tough elastic film on the surface, but remain plastic underneath. It shall contain no ingredients which will stain masonry or corrode metals. Color of compound shall be as selected by the Architect. At the contractors option he may use two-part caulking compound of the same materials as those specified herein. Caulking compound shall be one of the following or approved equal:
 - 1. Sika Chemical Co. - Sika-Flex 1a or 2c NS
 - 2. Sonneborn - Sonolastic NP1 or NP2
 - 3. Tremco - Dymonic or Dymeric
 - 4. Pecora - Dynatrol II
- B. Self Leveling Horizontal Urethane - Self Leveling caulking compound shall be self leveling or slope grade one- or two-component Polyurethane Sealant for expansion and contraction joints in concrete floors, walks, paving and decks both interior and exterior, and joints in hard surface floor finish materials such as quarry tile, ceramic tile and terrazzo. Horizontal grade urethane shall remain flexible to -40^o, shall be abrasion resistant and resist deterioration caused by weather, stress, movement, traffic, water, oils, and road chemicals. Self Leveling caulking shall be suitable for continuous water immersion. Self Leveling Caulking shall be as manufactured by one of the following or approved equal:
 - 1. Sonneborn - SL 2 Sealant
 - 2. Pecora - Urexpan NR-300
 - 3. Tremco - THC-900/901
 - 4. Sika Chemical Co. - Sikaflex 2c SL

2.02 CAULKING ACCESSORIES

- A. Primer - Shall be colorless primer made by manufacturer of sealant and shall be specifically designed as prime coating for the caulking or sealant compound furnished.
- B. Cleaning Fluid - Cleaning fluid shall be methyl ethyl keytone (MEK), methyl isobutyl keytone (MIBK) or similar solvent material which will not etch or mar metal finishes, shall be the product of a nationally recognized manufacturer, and shall be of type expressly recommended for use with the caulking or sealant compound used.
- C. Bond Breaker - Bond breaker shall be polyethylene tape, or other approved materials or coated materials providing a bond breaker on the exposed side with a non-smear adhesive on the contact side.
- D. Joint Sub-Caulking - Shall be non-staining, resilient closed cell polyethylene foam rod stock, size to be under at least 25% compression when finally positioned in the joint. Sub-caulking shall be one of the following or approved equal:
 - 1. Williams Products - Expand-O Foam
 - 2. Sonneborn - Sonofoam Closed-Cell Soft Backer Rod

PART 3 - EXECUTION

3.01 EXAMINATION OF SURFACES

- A. Examine all other work and surfaces to receive the work of this section, and report to the General Contractor all conditions not acceptable. Do not seal joints until they are in compliance with specifications and drawings. Commencement of work will constitute acceptance of all such conditions and surfaces to receive work of this section and lead to a waiver of any subsequent claims to the contrary.

3.02 PREPARATION

- A. Allow a minimum 28 days curing period for concrete, mortar or grout prior to caulking.
- B. Protect areas adjacent to joints as necessary from smear or stain and to facilitate tooling of sealant.
- C. Thoroughly clean all joints, removing all foreign matter such as dust, oil, grease, asphalt, tar, wax, rust, water, surface dirt and frost, and properly prepare surface to receive the sealant.
- D. Porous materials such as concrete, masonry or stone shall be cleaned where necessary by grinding, sand or water blast-cleaning, mechanical abrading, chemical washing or combination of these methods as required to provide a dry, clean, sound base surface for sealant adhesion.
 - 1. Masonry surfaces to be contacted by sealant shall be made free of sanded surfaces or applied coatings that could be detrimental to sealant bond.
 - 2. Loose particles present or resulting from grinding, abrading or blasting shall be removed by blowing out joints with compressed air (oil free) prior to application of primer or sealant.
- E. Non-porous surfaces, such as metal shall be cleaned of scale, rust and any coatings either mechanically or chemically as required to provide a dry, clean, sound base surface for sealant adhesion.
 - 1. Metal surfaces treated with methacrylate lacquer, bituminous paints or similar protective coatings shall have such coating removed by a solvent that leaves no residue. Previously applied primer must adhere permanently or be entirely removed.
 - 2. Solvent shall be used with clean white cloths or lintless paper towels and wiped dry with clean, dry white cloths or lintless paper towels. Do not allow solvent to air dry without wiping.

3. Joint areas protected with masking tape or strippable films shall be cleaned as above after removal of tape or film.
- F. In general, use primer only where recommended by sealant manufacturer. Primer shall be applied in strict accordance with manufacturer's printed recommendations and instructions and shall be used as it comes from the container.
- G. For all control joints, sealant bond is considered critical and a primer shall be used. Joint primer shall be brush applied to both faces of the joint created and allowed to cure as recommended by the sealant manufacturer.
- H. Do no priming or caulking of joints with surfaces in less than a dry condition.

3.03 APPLICATION - NON-SAG URETHANE

- A. Depth of sealant at the center of its cross section shall be uniform and approximately one half width of sealant with no depth less than one third the width. Depth of sealant at bond interface shall be uniform and approximately equal to width of sealant with no depth less than three quarters the width, except where a bond breaker is used. Backing shall be subcaulking material or bond breaker where subcaulking material is not to be utilized. Maximum depth of sealant is to be 1/2" unless manufacturer provides a special exception.
- B. Whenever mortar joints are to be surface caulked, such as those at ends of lintels, sealant shall be provided with proper backing to obtain the reduced depth of the sealant required at the center of its cross section. Use one-half round joint subcaulking material with non-smear continuous adhesive on its flat face.
- C. Apply sealant in strict accordance with the manufacturer's directions. Apply sealant uniformly with manually operated or air operated air caulking guns, using proper size and shape nozzle tip appropriate for the joint to be treated. Use sufficient pressure to fill all voids and joints solid. Fill joints from the deepest point to the surface by holding the properly sized nozzle against the back of the joint. Work sealant if needed to insure all air is removed.
- D. Tool sealant immediately following gunning. Apply pressure to make intimate contact with the joint faces and achieve a slightly concave joint surface. Caulked joints on flush surfaces shall be neatly finished with a beading tool to a uniform appearance. Remove excess caulking and leave surface neat, smooth, clean and flush at all edges.
- E. Where appearance is considered critical, masking tape shall be applied in continuous strips in alignment with joint edge before applying sealant. Surface of tooled sealant shall be dusted with sand to dull its sheen, or otherwise treated so as to harmonize with the surrounding work in color and texture. This must be done before sealant has developed a skin coat. Carefully remove masking tape immediately upon completion of such operations and clean as required.
- F. Caulking and sealing shall be done only when the temperature is above 40°F. Caulking may be applied in temperatures as low as 20°F if the substrates are completely dry, free of moisture, and clean as described above, and, the caulking materials have been stored at 60°F or above just prior to installation.
- G. Upon completion of caulking work, all joints shall be neat and watertight with sealant material securely bonded to side of joints and unbonded to backing.
- H. Protect newly applied sealant until cured.

3.04 APPLICATION - SELF LEVELING HORIZONTAL URETHANE

- A. Self leveling urethane sealant shall be applied in strict accordance with the manufacturer's instructions. Surfaces shall be prepared as specified above.

- B. Joint surfaces shall be primed with primer as recommended by the sealant manufacturer. Primer shall be applied in a thin, uniform film. Avoid buildup of excess film thickness. Allow approximately 30 minutes drying time before applying sealant. Reapply sealant to all surfaces not sealed in the same day as the primer is installed. Apply masking tape to the sides of the joint before priming and remove before sealant has begun to thicken and set.
- C. Apply proper backing prior to sealant application. At exterior joints where sealant is to be applied over expansion joint material installed under Section 03 30 00 install a polyethylene bond breaker over the expansion joint material. At interior horizontal joints in flooring materials install backer rod as specified herein.
- D. Mix two-component materials in strict accordance with the manufacturer's instructions.
- E. After mixing install sealant. For large joints the sealant may be poured directly from the can. In smaller joints or slope grade applications the joint be filled by flowing the sealant from a bulk-loading gun.
- F. Fill joints from the bottom; avoid bridging the joint, which may form air voids.
- G. Self-leveling grade caulking will form a clean joint surface. Slope grade shall be lightly tooled to smooth out the ripples. On sloped surfaces, tool from the lowest point to the highest.

3.05 APPLICATION – SPRAYED POLYURETHANE FOAM SEALANT

- A. Apply in strict accordance with manufacturers instructions.
- B. Surfaces must be dry, clean and free of dust, dirt, grease and other substances that may inhibit proper adhesion. Spray foam when surface and ambient temperatures are between 60° - 90°F (16° - 32°C). Chemical contents must be between 70° - 90°F (21° - 32°C) before dispensing.
- C. Install exterior non-sag urethane sealant and backer rod, allow sufficient time to cure, then install spray foam polyurethane sealant. Cut sealant back as required to install interior backer rod and non-sag urethane sealant.

3.06 CLEANING

- A. During and upon completion of all caulking and sealant work, remove all excess sealant, smears and related stains or soiling from adjacent surfaces. Methods are subject to the architect's approval. Use of acidic base materials will not be permitted.
- B. On nonporous surfaces, immediately remove excess sealant with solvent moistened cloth.
- C. On porous surfaces allow sealant to cure overnight, and then remove by light wire brushing or sanding.
- D. All finished work shall be left in a neat, clean condition.

END OF SECTION

SECTION 31 23 00 EXCAVATION & FILL**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. This Section shall include furnishing all labor, material and equipment necessary to do all excavating and backfilling for the building, work related to the earthwork construction, and site work improvements
- C. Related Work Specified Elsewhere:
 - 1. Aggregate Base Courses – Section 31 23 00
 - 2. Concrete Paving - Section 32 13 13
- D. All trenching and other miscellaneous excavation designated under other sections of these specifications shall be in accordance with this section.

1.02 TESTING

- A. Owner shall hire and pay an independent testing laboratory to verify soil conditions and do compaction tests on all backfill materials. Testing shall be performed to satisfy the requirements of this Section.
- B. This Contractor shall cooperate with testing laboratory in developing a testing schedule.
- C. Tests shall be made as follows:
 - 1. **Under Concrete walks** – one density test for every 500 cubic yards of fill placed with at least one test for every 2 vertical feet of fill placed.

1.03 UTILITIES

- A. Rules and regulations governing the respective utilities shall be observed in executing all work under this Section.
- B. Active utilities shown on the drawings shall be adequately protected from damage and removed and relocated only as indicated or specified. Where active utilities are encountered but are not shown on the drawings, the Architect shall be advised; the work shall be adequately protected, supported or relocated as directed by the Architect; the contract price will be adjusted for such additional work.
- C. This contractor shall contact the local governing utility for assistance in locating utilities.
- D. As per Minnesota Statutes Chapter 216D, this Excavator shall give 48 hours notice (prior to digging) to the Minnesota State Gopher One Call Excavation Hotline 1-800-252-1166.

PART 2 - PRODUCTS**2.01 FILL UNDER CONCRETE WALKS AND FOOTINGS**

- A. Gravel fill material under floor slabs and engineered fill under footings and foundation walls shall meet the following gradation requirements as per ASTM C-136 percent passing by weight:

3" sieve	100%
2" sieve	85% - 100%
¾" sieve	71% - 100%

No. 4 sieve	35% - 75%
No. 40 sieve	50%
No. 200 sieve	5%

Sandy gravel, sand, silt or clay with a plastic index less than 15 may be used.

- B. Compaction for fill under footings and foundations shall be a minimum of 98% of ASTM D698.

2.02 EXTERIOR BACKFILL

- A. Exterior backfill material shall be excavated material free from concrete, brick, broken masonry, stone, rock, wood, clay lumps, frozen earth, soft and unstable material which does not compact readily by tamping and rolling. Excavated material that is dry, clean granular material free of contaminants, organic matter, or other materials specified to be removed in Section 31 05 10 Site Preparation may be used for backfill. Taconite tailings are acceptable as backfill.
- B. Additional fill required to bring up to design grades shall be furnished under this contract. Fill shall meet the requirements set forth in the above paragraphs.
- C. Where excavation occurs at other areas, (i.e. utilities, site utilities, site remediation or any other reason) excavation shall be backfilled with compacted, engineered fill or as required by traffic above the excavation.

2.03 COMPACTION CRITERIA

- A. Compaction criteria for this construction shall meet the following based on ASTM D698 – Standard Proctor:

Sub-grade Fills:	Minimum Percent Compaction
Below Pavements	more than 3' below...95; within 3'...100
Subbase Fills:	
Below Pavements	100
Aggregate Base Course	100
Non-Structural Fills	90

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Provide barricades, fences and protective devices as required for safety around all excavations.
- B. Excavate all material of any nature to the lines and grades required by the drawings. Excavation shall be confined generally to the project limits allowing sufficient space for removal of form work.
- C. Roll proof the exposed material beneath paved areas and walks using a vibratory compactor.
- D. Protect bottom of excavation against freezing by means of blankets or straw as required. No fill or footings shall be placed over frozen ground and no frozen fill material shall be placed.

3.03 FINISH GRADING

- A. Surface tolerances, uniformly smooth grading shall be accomplished on all areas, including excavated and fill sections and adjacent transition areas. The finished surface shall be reasonably smooth, compacted and free from all building debris and rubbish. The degree of finish shall be that ordinarily obtainable from blade-grade operations, except as otherwise specified. The finished surface shall be not

more than 0.10 foot above or below the established grade or approved cross section. All ditches and gutters shall be finished so as to drain readily. The surface of areas to be topsoiled shall be finished so as to drain readily. The surface of areas to be topsoiled shall be finished as to a smoothness suitable for the placing of 6" of topsoil. The surface of embankments or excavated areas on which pavement is to be placed shall not vary more than 0.50 inch from the established grade and approved cross section when tested with 10 foot straight-edge applied both parallel to and at right angles to the centerline of the area.

- B. Protection: Protect newly graded areas from the actions of the elements. Any settlement or washing that occurs prior to acceptance of the work shall be repaired and grades re-established to the required elevation and slopes. Fill to required subgrade levels any areas where settlement occurs.

3.04 SETTLEMENT

- A. Fill and backfill shall be compacted sufficiently to prevent future settlement or displacement of all finished surfaces. Particular emphasis shall be directed to tree planting. If settlement does occur within the one year guarantee period, contractor shall correct the settlement conditions including, but not limited to, replacement of sidewalks and paving, re-sodding, seeding or mulching at no expense to the Owner.

END OF SECTION

SECTION 32 11 23 AGGREGATE BASE COURSES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. This Section includes all labor, materials and equipment necessary to furnish place and compact aggregate base for exterior pavement structures where shown on drawings and specified herein.
- C. Related Work Specified Elsewhere:
 - 1. Excavation & Fill - Section 31 23 00
 - 2. Concrete Paving – Section 32 13 13

1.02 SUBMITTALS

- A. TESTS: The following tests shall be made by an independent testing laboratory. The Owner shall pay for all tests. One set of the following tests shall be performed during construction of the Aggregate Base Course:
 - 1. Gradation.....ASTM C136-76 and C117-76
 - 2. Abrasion.....ASTM C131-76
 - 3. Spall Material.....ASTM C123-69
 - 4. Standard Proctor Density.....ASTM D698

Field density tests shall be made in conformance with ASTM D1556-64. Test compaction of base course at locations not more than 50 feet on center.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Conform with MnDOT Section 2211, Aggregate Base using Class 5 aggregate under sidewalks.
- B. Conform with MnDOT Section 3149.2, Granular Material using Sand Cover beneath walkways & building slabs.

<u>Sieve Size</u>	<u>Percent Passing</u>
4.75mm (#4)	100
2.00mm (#10)	95-100
425um (#40)	0-50
75um (#200)	0-8

PART 3 - EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Coordinate with work under other Sections to confirm prepared subgrade elevations and conditions prior to placing aggregate base.
- B. Conform with MnDOT Section 2211 (Aggregate Base) to place compacted layers not more than 3" in compacted thickness; except that if vibratory or other approved types of special compacting equipment are used, the thickness of each layer may be increased to a maximum of 6". Base course under all walks and paving shall be 8" compacted thickness unless otherwise noted on drawings.

- C. Compact the full thickness of each layer of aggregate base to 100% of maximum density. Compaction tests are described in Article 1.02 above.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING**PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Conditions of the Contract and the Provisions of Division 01 apply to all work of this Section.
- B. This Section shall include all labor, materials, and equipment necessary to install all concrete sidewalks in accordance with the drawings and specifications.
- C. Related Work Specified Elsewhere:
 - 1. Concrete Reinforcement – Section 03 20 00
 - 2. Cast-in-place Concrete – Section 03 30 00
 - 3. Excavation and Fill - Section 31 23 00
 - 4. Aggregate Base Courses - Section 32 11 23

1.02 REFERENCES

- A. All work shall conform to requirements of Mn/DOT Standard Specifications for Construction, 2018 (Current) Edition, for the following:
 - 1. 2105 Excavation and Embankment
 - 2. 2301 Concrete Pavement, also for jointing and curing (2301.N.3.b)
 - 3. 2461 Structural Concrete
 - 4. 2521 Walks

1.03 SUBMITTALS

- A. Mix Design: Three copies of the concrete mix design shall be submitted to the Architect/Engineer for review and approval, in accordance with the requirements of Mn/DOT 2461.
 - 1. Submit all concrete mix designs at least two weeks (14 days) prior to start of Work.
 - 2. Provide catalog information on any admixtures or agents to be included in mix.
- B. Quality Assurance/Control Submittals:
 - 1. Test Reports: Report test results to Engineer
 - 2. Certificates: If transit-mix concrete is used, the transit-mix concrete supplier shall furnish Certificate of Compliance with Construction Documents.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Conform with the following materials:

	<u>MnDOT Section</u>
1. Concrete Mix No. 3F52 for (sidewalks & curbs & gutters)	2461.2
2. Concrete Reinforcement – 6"x6" steel fabric	3303
3. Preformed Joint Filler – Type E	3702
4. Concrete Joint Sealers	3722, 2723
5. Curing Materials - Plastic Sheeting	3756

2.02 ACCESSORIES

- A. Accessories as required

2.03 AGGREGATE

- A. Class 5 Aggregate Base shall be in accordance with the requirements of Section 3138.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Conform with Mn/DOT Standard Specification for Concrete Paving and Walks, and with the following requirements:
1. Granular Materials: Place compacted granular bedding as base for all concrete paving, to depth as shown on the drawings. Compaction shall be as per project Geotechnical Report recommendations or as per Section 32 11 23 Aggregate Base Courses.
 2. Concrete Walks – Concrete flatwork for exterior paved walks shall be to thickness as shown on the drawings and details. Assure uniform cross slope as shown on the drawings for walks. Finish surface with light broom finish, unless otherwise noted on the drawings. Provide reinforcing per Section 03 20 00 Concrete Reinforcement and as noted on the drawings.
 3. Control Joints - Control joints shall be located where indicated on the drawings. Where not otherwise detailed on the drawings, locate control joints not over 5 feet on center in all directions. Extend reinforcing through control joints, and score joint with a finishing tool to a depth of 1/4 of the slab thickness as detailed on the drawings.
 4. Expansion Joints: Expansion joints shall be located where indicated on the drawings. Where not otherwise detailed on the drawings, locate expansion joint material not over 25 feet on center each way and where exterior slabs abut walls or other fixed objects. Do not run reinforcing through joints. Expansion joints not otherwise detailed shall be made with specified joint filler extending full-thickness through the concrete slab. Where indicated on the drawings, hold joint filler 3/8" back from face. Seal joint with joint sealer.
 5. Joints at Transitions: Transverse expansion joints, filled with ½ inch preformed joint filler material, shall be placed at catch basin locations, and between the walk and curb where the walk is against the back of curb. All reinforcing shall be discontinuous at expansion joint locations.
- B. Moisten aggregate base surface with water prior to installing concrete paving.
- C. Concrete shall be installed in all areas as noted on the drawings. Cure all new concrete paving according to Part 3.02.

3.02 COLD WEATHER CONCRETE CURING

- A. Cold weather concrete curing shall be in accordance with 2531.3G3 and the following concrete protection guidelines. It shall be the responsibility of the Contractor to protect the newly placed concrete from cold weather damage. All the materials listed below shall be used in conjunction with regular membrane curing compound or extreme service membrane curing compound, depending upon the date and location of the project as stipulated in 2531.3G3.
1. 1 sheet of plastic: If overnight low temperature is expected to be from approximately 27°F to 35°F.
 2. 2 sheets of plastic: If overnight low temperature is expected to be from approximately 22°F to 27°F.
 3. Straw, blanket, or similar insulating material: If overnight low temperature is expected to be approximately 22°F or lower.

END OF SECTION



AIA[®]

Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Aitkin County
307 - 2nd Street NW
Aitkin, MN 56431
Telephone Number: 218-927-7276
Fax Number: 218-927-7374

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

Architectural Resources, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone Number: 218-263-6868

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

Aitkin County
Project Scope – As defined by Contract Amendment

The Owner and Architect agree as follows.

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

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

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

(Paragraph deleted)

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As defined by Contract Amendment

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

As defined by Contract Amendment

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

As defined by Contract Amendment

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

(Paragraphs deleted)

As defined by Contract Amendment

Init.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

As defined by Contract Amendment

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

As defined by Contract Amendment

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jim Bright
Maintenance Supervisor
Aitkin County
217 – 2nd Street NW
Aitkin, MN 56431
Telephone Number: 218-927-7363
Email Address: jim.bright@co.aitkin.mn.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

As defined by Contract Amendment

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(Paragraphs deleted)

As defined by Contract Amendment

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Scott Sosalla, President
Architectural Resources, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone Number: 218-263-6868
Mobile Number: 218-966-1710
Email Address: scott.sosalla@arimn.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

(Paragraphs deleted)

As defined by Contract Amendment

§ 1.1.11.2 Consultants retained under Supplemental Services:

As defined by Contract Amendment

§ 1.1.12 Other Initial Information on which the Agreement is based:

As defined by Contract Amendment

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

Init.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and four million dollars (\$ 4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services, unless identified in Article 3, but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Refer to 4.1.2 below
§ 4.1.1.2 Multiple preliminary designs	Refer to 4.1.2 below
§ 4.1.1.3 Measured drawings	Refer to 4.1.2 below
§ 4.1.1.4 Existing facilities surveys	Refer to 4.1.2 below
§ 4.1.1.5 Site evaluation and planning	Refer to 4.1.2 below
§ 4.1.1.6 Building Information Model management responsibilities	Refer to 4.1.2 below
§ 4.1.1.7 Development of Building Information Models for post construction use	Refer to 4.1.2 below
§ 4.1.1.8 Civil engineering	Refer to 4.1.2 below
§ 4.1.1.9 Landscape design	Refer to 4.1.2 below
§ 4.1.1.10 Architectural interior design	Refer to 4.1.2 below
§ 4.1.1.11 Value analysis	Refer to 4.1.2 below
§ 4.1.1.12 Detailed cost estimating beyond that required	Refer to 4.1.2 below

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
in Section 6.3	
§ 4.1.1.13 On-site project representation	Refer to 4.1.2 below
§ 4.1.1.14 Conformed documents for construction	Refer to 4.1.2 below
§ 4.1.1.15 As-designed record drawings	Refer to 4.1.2 below
§ 4.1.1.16 As-constructed record drawings	Refer to 4.1.2 below
§ 4.1.1.17 Post-occupancy evaluation	Refer to 4.1.2 below
§ 4.1.1.18 Facility support services	Refer to 4.1.2 below
§ 4.1.1.19 Tenant-related services	Refer to 4.1.2 below
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Refer to 4.1.2 below
§ 4.1.1.21 Telecommunications/data design	Refer to 4.1.2 below
§ 4.1.1.22 Security evaluation and planning	Refer to 4.1.2 below
§ 4.1.1.23 Commissioning	Refer to 4.1.2 below
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Refer to 4.1.2 below
§ 4.1.1.25 Fast-track design services	Refer to 4.1.2 below
§ 4.1.1.26 Multiple bid packages	Refer to 4.1.2 below
§ 4.1.1.27 Historic preservation	Refer to 4.1.2 below
§ 4.1.1.28 Furniture, furnishings, and equipment design	Refer to 4.1.2 below
§ 4.1.1.29 Other services provided by specialty Consultants	Refer to 4.1.2 below
§ 4.1.1.30 Other Supplemental Services	Refer to 4.1.2 below

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

If any additional services as listed above in 4.1.1 are requested and/or required, description will be as defined by Contract Amendment.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

If any additional services as listed above in 4.1.1 are requested and/or required, description will be as defined by Contract Amendment.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

Init.

Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visit to the site per week by the Architect during active construction period
- .3 One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observation for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

Init.

the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within term defined by Contract Amendment, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

Init.

- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

Init.

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction
(Paragraphs deleted)

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 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).

§ 8.3.4.2 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Paragraphs deleted)

If applicable, as defined by Contract Amendment

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 The Architect shall be available to the Owner in their coordination of work with the Environmental Specialists that may be required by the Owner for the project.

It is acknowledged by both parties that the Design Professional's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may, at his or her own option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate Specialist Consultant(s) or Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the job site is in full compliance with applicable laws and regulations.

§ 10.11 **Use of Email:** Due to its inherent nature, email may be vulnerable to interception by unauthorized parties during transmission. We cannot guarantee the confidentiality of any information sent by email. If you do not wish us to communicate by email on your matters, please notify us at your earliest convenience. In the absence of such notification, your consent will be assumed and we will not take any additional security measures, including but not limited to encryption. Although we subscribe to and use virus protection software we believe to be reliable, we cannot warrant that any emails or attachments are free from any virus. We recommend that you independently take steps to ensure they are actually virus-free.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

As defined by Contract Amendment

(Paragraphs deleted)

§ 11.1.1 Neither the Architect, the Architect's Consultants nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Multiple of Direct Personnel Expenses

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Multiple of Direct Personnel Expenses

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (1.1 times the invoice amount).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly billing rates available upon request.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .1 Permitting and other fees required by authorities having jurisdiction over the Project (i.e., plan review fees, advertising for bids);
- .2 Printing, reproductions, plots, and standard form documents used for bidding purposes;
- .3 Postage, handling, and delivery used for bidding purposes;
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;

Init.

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses; and
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (1.1 times the invoice amount).

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 **SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

Init.

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

OWNER *(Signature)*

Jessica Seibert, County Administrator
(Printed name and title)



ARCHITECT *(Signature)*

Scott Sosalla, Principal
(Printed name, title, and license number, if required)

Init.



AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Aitkin County
ARI Project # 2021-025

AGREEMENT INFORMATION:
Date: February 06, 2020

AMENDMENT INFORMATION:
Amendment Number: 002
Date: June 17, 2021

OWNER: *(name and address)*
Aitkin County
209 2nd Street NW
Aitkin, MN 56431

ARCHITECT: *(name and address)*
Architectural Resources Inc.
704 East Howard Street
Hibbing, MN 55746

The Owner and Architect amend the Agreement as follows:

Proposed Scope of Work

Our process will be to lead the County through options in making the appropriate decisions to repair/replace the existing main entrance exterior stairs to your facility. It appears that the original stairs were granite and concrete but are having major deterioration issues. ARI will work with the County to develop a plan of correction for restoration/replacement options. Our firm has helped a number of cities and schools with similar restoration projects.

ARI shall research the site's existing conditions and any available drawings, review structural integrity, and present options for corrective measures with budgets included. Per initial site visit, it would be nice to bring the stairs back to their original design intent. Based on previous projects of similar scope and conversations with a restoration company ARI anticipates that the construction cost for this would range from \$125,000.00-\$150,000.00 for restoration and possible \$50,000.00-\$70,000.00 for foundation replacement if needed upon removal of stone. This would put total proposed construction cost at \$175,000.00-\$220,000.00.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Hourly NTE 8% of the cost of construction

Schedule Adjustment:

SIGNATURES:

Architectural Resources Inc.
ARCHITECT *(Firm name)*

Aitkin County
OWNER *(Firm name)*

SIGNATURE
Scott Sosalla, Principal
PRINTED NAME AND TITLE

SIGNATURE
Jessica Seibert, County Administrator
PRINTED NAME AND TITLE

06/17-2021
DATE

DATE