

PROJECT MANUAL

COE LANE EMERGENCY ACCESSWAY

SERVING

ANSONIA HIGH SCHOOL

20 PULASKI HIGHWAY

ANSONIA, CONNECTICUT

PREPARED FOR:

CITY OF ANSONIA

David S. Cassetti, Mayor

PREPARED BY:

**DONALD W. SMITH, JR., P.E.
CONSULTING ENGINEER
56 GREENWOOD CIRCLE
SEYMOUR, CT 06483**

(203) 888 - 4904

May, 2020

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INVITATION TO BIDDERS:
FOR THE
IMPROVEMENT OF COE LANE
FOR
ANSONIA PUBLIC SCHOOLS
ANSONIA, CT

Sealed proposals are invited by Ansonia Board of Education until 2:00 p.m. on Thursday, June 18, 2020 at the Robert A. Zuraw Administrative Offices 42 Grove Street Ansonia, CT for the above-named project.

Bids received after the above time will not be accepted. Bids will be opened publicly and read aloud beginning at 2:05 p.m. All interested parties are invited to attend.

A pre-proposal conference will be held at the Ansonia High School 20 Pulaski Highway Ansonia, CT at 9:30 AM, on Thursday, June 4, 2020. This conference will afford Contractors an opportunity to visit the project site to fully acquaint themselves with the existing conditions and limitations of the proposed work.

Copies of the Contract Documents are available at no cost at www.ansoniam.org or www.cityofansoniam.com. In order to receive addendum and other information regarding this Bid, if any, interested firms should reply to bevans@ansoniam.org with the firm name and contact person.

No bid shall be withdrawn for a period of ninety (90) days subsequent to the opening of bids or until the next work day immediately following said period, without the consent of the Owner.

A Bid Bond for five percent (5%) of the base bid cost is required and must accompany the Bid and the successful bidder must file a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Labor & Materials Bond with the City within ten (10) days of notice of bid award.

Pursuant to Chapter 2, Article XXX, Section 2-197 of the Ansonia Charter, a city-based bidder, whose bid is within 10% of the low bid, may be awarded the contract, provided they agree to match the low bid price.

The City of Ansonia and the Ansonia Board of Education reserves the right to accept or reject any or all proposals, to reduce the scope of the project to reflect available funding, and to waive any informalities in the bidding, if such actions are in the best interest of the City and or Board.

Prospective proposers may contact: Donald W. Smith, Jr., P.E., via email at dwsjrpe@sbcglobal.net or telephone (203) 888-4904 for additional information regarding the Project.

We do business in accordance with all applicable federal laws and regulations.

DATED: May 21, 2020

INSTRUCTIONS TO BIDDERS

1. BIDS AND REJECTION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation To Bid. Bids shall be submitted in a sealed envelope clearly labeled with the Bidders name and address and the words "SEALED BID ENCLOSED – COE LANE EMERGENCY ACCESSWAY ". Submitted bids shall be on the enclosed Bid Form for this specific project. In no event will bids or changes in bids made by fax, telephone or telegraph be considered. Any bid showing any omission, alteration of form, additions not called for, and any conditional bids, alternative bids or bids showing irregularities of any kind will be rejected.

Any bid received after the scheduled closing time for the receipt of bids will be returned to the bidder unopened.

Any bid once deposited with The City may only be withdrawn by letter of request, signed by the depositing bidder and presented to Robert Evans Facility Director prior to the scheduled time of opening of bids for the project in question.

In addition to price, the owner will consider the following requirements in determining the Contract Award:

1. Owned equipment available for this project.
2. Financial resources to meet the obligations incident to this project.
3. Appropriate technical experience and personnel.
4. Pursuant to Chapter 2, Article XXX, Section 2-197 of the Ansonia Charter, a city-based bidder, whose bid is within 10% of the low bid, may be awarded the contract, provided they agree to match the low bid price.

The City of Ansonia reserves the right to reject the bid of any party who has participated in a previous contract(s) with the City and whose performance on said contract(s) is deemed, in the sole judgement of the City to have been unsatisfactory.

The City of Ansonia reserves the right to waive technical defects in the bids; to reject any bids which do not conform to the terms and conditions described herein; to accept or reject any part of any bid, to negotiate with anyone making a bid for terms and conditions deemed to be in the best interest of the City and to reject all bids and again invite bids, all in the best interest of the City.

2. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every request for such interpretation should be in writing addressed to the Engineer and to be given consideration must be received at the Engineers' Office at 56 Greenwood Circle, Seymour, CT 06483 no later than 5:00 PM on June 5, 2020.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail to all prospective bidders (at the respective addresses furnished for such purposes) not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not release any bidder from any obligations under his bid as

submitted, provided notice by certified mail has been sent to the address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations.

3. CONNECTICUT SALES AND USE TAX

The Owner is a tax-exempt organization. All contractors shall familiarize themselves with the current regulations of the State Tax Department. The tax on labor, materials or supplies exempted by such regulations shall not be included as part of the contractor's bid.

4. CONTRACTOR'S QUALIFICATIONS

All contractors submitting bids on this work shall file with the City at the time of bid opening, a Statement of Bidder's Qualifications on the appropriate form.

The City reserves the right to reject any bid where an investigation of the available information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the agreement. The Owner reserves the right to request additional information regarding the bidders financial resources and construction experience if necessary.

5. SUBCONTRACTORS

A. The successful bidder shall file a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually going to perform the work within three (3) working days after being notified of an Intent to Award. This list shall be furnished in triplicate.

B. Failure on the part of the bidder to file the names of subcontractors shall be cause for rejection of the bid or annulment of the Intent to Award.

6. CONTRACT TIME LIMITS

A. A Notice of Award is anticipated to be issued on or about July 1, 2020. All work associated with this project shall be complete within ninety (90) calendar days after the execution of contracts and issuance of a Notice to proceed.

B. If the work is not completed within the contract period, liquidated damages will be assessed by the Owner at the rate of five hundred dollars (\$ 500.00) per calendar day thereafter. Delays caused through no fault of the Contractor shall not be assessed a liquidated damage.

7. QUANTITY OF WORK

A. Bidders must satisfy themselves by personal examination of the site of the work and the plans relating thereto; and form their own judgements of the quantities and character of the work to be done, and make their bids accordingly.

B. No claims on account of the nature, or the amount of the work to be done, or the ground where it is to be executed, will be considered or allowed by the Owner, except for those items specifically stated on the Bid Form.

END OF INSTRUCTIONS

BID FORM

COE LANE EMERGENCY ACCESSWAY

Date _____

BID OF: _____
BIDDER'S NAME

BIDDER'S ADDRESS

TO: City of Ansonia
253 Main Street
Ansonia, CT 06401

Dear Directors,

- 1) Pursuant to, and in compliance with your Invitation to Bid for the above referenced project, dated as noted hereinafter, the Instructions to Bidders, the form of Contract, including the conditions hereto, I (we) propose to furnish all labor and materials, installed as required for the project named and numbered in #4 below. To the extent of the bid submitted herein, I (we) shall furnish all necessary tools, labor and materials specified herein, in the manner and at the time prescribed in accordance with the provisions of the contract. The submitted bid shall conform to the specifications and/or drawings together with all addenda, issued by closing time for the receipt of the bids, and in conformity with requirements of the City of Ansonia for and in consideration of the price(s) stated herein.
2. The Total Project Base Bid Price on the BID FORM is a lump sum bid price and includes all work indicated on the drawings and/or described in the specifications. I (we) understand, that I (we) must complete the Bid by filling out all blanks listing the Total Bid Price both in figures and words.
3. In submitting this Bid, I agree:
 - a) To hold my Bid open for 45 calendar days after actual Bid Opening date.
 - b) To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
 - c) To enter into and execute a Contract if awarded in accordance with the Instructions to Bidders.
 - d) To accomplish the work in accordance with the Contract Documents.
 - e) To complete the work within the Contract Time.

4. PROJECT DATA

The undersigned hereby agrees to furnish all supervision, technical personnel, labor, tools, and materials required to complete the project known as:

COE LANE EMERGENCY ACCESSWAY

In accordance with plans and specifications prepared by:

Donald W. Smith, Jr., P.E.
CONSULTING ENGINEER
56 Greenwood Circle
Seymour, CT 06483
Dated: May 13, 2020

and subject to and in compliance with the forgoing and following conditions and information. Specifically, the Bidder acknowledges that only those items listed in the bid, exclusive of extra work, will be considered for payment.

5. AWARD

All bids shall be subject to the provisions of the Instructions to Bidders and for purpose of award, consideration will be given only to bids submitted by qualified and responsible bidders.

The Award will be made on the basis of the most responsive Bid provided funds are available.

The City of Ansonia reserves the right to accept or reject any or all bids, to reduce the scope of the project, and to award the Project to other than the lowest total bid price if such action is in the best interest of the City.

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling.

6. CONTRACT SCHEDULES AND LIQUIDATED DAMAGES

All work under this project shall be substantially complete within ninety (90) days of the issuance of a Notice to Proceed. If the project completion is delayed, liquidated damages will be assessed by the owner at Five Hundred Dollars (\$500.00) per calendar day thereafter. Delays caused through no fault of the Contractor shall not be assessed a liquidated damage.

7. CONTRACTORS INSURANCE REQUIRED

The types of insurance and the limits of liability for the insurance required for this project shall be those listed in Article 31 of the General Conditions of the contract documents.

8. STATEMENT OF PROPOSED SUBCONTRACTORS

The apparent low bidder(s) shall file with the Owner within three (3) days after the bid opening, a complete list of names and addresses of competent, responsible and qualified subcontractors who will actually be performing portions of the work.

9. EQUAL EMPLOYMENT OPPORTUNITIES

The successful bidder shall be required to comply with the provisions of the INSTRUCTIONS TO BIDDERS, as well as the GENERAL CONDITIONS and SUPPLEMENTARY GENERAL CONDITIONS of the CONTRACT FOR CONSTRUCTION regarding Equal Employment Opportunities.

10. RECEIPT OF ADDENDA

The receipt of the following Addendum to the drawings and specifications is hereby acknowledged:

Addendum No(s) _____ Dated _____

11. TOTAL PROJECT BASE BID (All work indicated in the Bid Documents):

I (we) will furnish all supervision, technical personnel, labor, materials, equipment and services necessary to perform all of the work required by the bid documents, including removals, excavation, bituminous concrete paving and curbs, drainage improvements and loaming and seeding, and will take in full payment therefore the lump sum price of:

_____ Dollars (\$ _____)
Words Figures

11A. DEDUCT ALTERNATE NO. 1:

I (we) will omit the furnishing of all supervision, technical personnel, labor, materials, equipment and services necessary to omit the installation of two (2) – 1-1/2” layers of bituminous concrete pavement and will provide a single 2” layer of bituminous concrete pavement for the Coe Lane Accessway and will deduct from the Base Bid price indicated above, the lump sum price of:

_____ Dollars (\$ _____)
Words Figures

11B. DEDUCT ALTERNATE NO. 2:

I (we) will omit the furnishing of all supervision, technical personnel, labor, materials, equipment and services necessary to omit the installation of an eight (8) inch gravel subbase and will provide a four (4) inch layer of gravel subbase for the Coe Lane Accessway and will deduct from the Base Bid price indicated above, the lump sum price of:

_____ Dollars (\$ _____)
 Words _____ Figures

12. The undersigned further proposes and agrees that should the amount of work required be increased or decreased by a request of the Owner, the following Supplemental Unit Prices will be the basic prices for computing extra cost or credit. Each Unit Price shall include all equipment, tools, labor, permits, fees, related bonding costs, etc., if required, incidental to the completion of the work involved and the disposal of surplus or unsuitable material in accordance with the Plans and Specifications or as directed by the Owner or Consultant.

The Owner reserves the right to accept, reject or negotiate Supplemental Unit Prices. Supplemental Unit Prices for add alternates shall include undersigned's overhead and profit and deduct alternates shall be the add price less ten (10%) percent.

<u>DESCRIPTION</u>	<u>ADD</u>	<u>DEDUCT</u>
Bituminous Concrete Pavement – 3” thick (sf)	_____	_____
7-1/2” Bituminous concrete lip curb (lf)	_____	_____
8” Gravel Subbase (sf)	_____	_____
4” Processed Aggregate Base course (sf)	_____	_____

13. A **COMPLETE** bid submittal consists of one (1) original and two (2) copies of this Bid Form and each of the following forms:

- A. A Statement of Bidder's Qualifications
- B. Non-Collusive Affidavit
- C. A Bid Bond in the amount of 5% of the Bid.

14 EXECUTION

Signed this _____ day of _____, 2020

Firm Name: _____

Address: _____

 City State Zip Phone
 _____ (L.S.) _____

Duly Authorized Title (Corp. Seal)

CITY OF ANSONIA

STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____,

As Principal, hereinafter called the Principal, and _____,

hereinafter, called the Surety, a corporation organized and existing under the laws of the

State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto the City of Ansonia, hereinafter called the Obligee, in the penal sum of five (5) per cent of the amount of the bid set forth in a proposal hereinafter mentioned, lawful money of the United State of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the Principal has submitted or is about to submit a proposal to the Obligee related to a contract for the Project entitled Parking Area Restoration Mead School & Prendergast School Ansonia, CT.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the City of Ansonia and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the amount of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this _____ day of _____, 20____.

Principal (L.S.)

Surety Attorney-in-fact (L.S.)

STATEMENT OF BIDDERS QUALIFICATIONS:

All questions 1 through 13 must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add additional sheets for items marked (*).

1. Bidder's name _____
2. Bidder's address _____
3. When organized? _____
4. When incorporated _____
5. How many years have you been engaged in the Asphalt Paving / Excavating business under present firm name? _____
6. Contracts in Hand: (Schedule these showing gross amount of each contract and the approximate date of completion) *

7. General character of the work performed by your company * _____

8. Have you ever failed to complete any work awarded to you? * _____
If so, where and why? _____
9. Have you ever defaulted on a contract? _____
10. List at least five (5) similar jobs, both in scope and \$ value, that have been completed by the firm and the data completed. Include Owner contact information and telephone number. *

11. List the owed equipment which is available for this contract * _____

12. Detail the firm's experience in construction work similar to this project * _____

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Ansonia? _____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Ansonia in verification of the recitals comprising this statement of Bidders Qualifications.

Dated at _____ this _____ day of _____ 20__

Name of Bidder _____

By: _____

Title: _____

State of: _____ (ss

County of: _____ (ss

_____ being duly sworn deposes

and says that he is _____ of _____

and that the answers to the statement of Bidder Qualifications questions, numbered 1 through 13 on preceding page BQ-1, and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 20__

(Notary Public)

My commission expires _____

NON-COLLUSIVE AFFIDAVIT

State of Connecticut:)
) s.s.
County of New Haven:

being first duly sworn deposes and say;

That he is a () Partner; () Officer; () Owner of the firm of

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any person, to fix the bid price of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Ansonia or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Bidder:

Title

Subscribed and sworn to before me

this _____ day of _____ 20__.

(Notary Public)

My commission expires _____ 20__

DRAFT AIA® Document A101™ - 2007

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

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

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

« a »
« »
« »

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

« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)

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

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« »

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

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

<< >>
<< >>
<< >>
<< >>

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
 - Litigation in a court of competent jurisdiction
 - Other *(Specify)*
- << >>

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

<< >> % << >>

§ 8.3 The Owner’s representative:

(Name, address and other information)

<< >>
<< >>
<< >>
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<< >>
<< >>

§ 8.4 The Contractor’s representative:

(Name, address and other information)

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<< >>
<< >>
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<< >>

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

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

<< >>

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

<< >><< >>

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)

DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< a >>
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>
<< >>

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- 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.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

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



GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A201, "General Conditions of the Contract for Construction", herein referred to as the General Conditions.

SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

ARTICLE 1 Make the following changes:

1.2.3 Add the following: When applied to materials and equipment required for the Work, the words "furnish", "install" and "provide" shall mean the following:

- .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
- .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
- .3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
- .4 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install...".
- .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Engineer.
- .6 Where discrepancies or conflicts occur:
 - .1 Amendments and Addenda shall take precedence over the Specifications.
 - .2 The Specifications shall take precedence over the Drawings.
 - .3 Stated dimensions shall take precedence over scaled dimensions.
 - .4 Large-scale detail drawings shall take precedence over small-scale drawings.
 - .5 Schedules shall take precedence over other data on the drawings.
- .7 In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality, greater quantity or more costly work will be assumed to be and shall be included in the Contract price. The Contractor shall not proceed with such work until the Engineer has been contacted for clarification and proper direction.
- .8 Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of this Specification. Obtain such written instructions and maintain on the job with the Specification.
- .9 Schedules of materials in various sections of the Specifications are furnished to assist the Contractor. Contractor shall verify the schedules

with the Drawings and shall provide any additional materials indicated on the Drawings but not included in the schedules. The greater quantity or highest quality will govern.

Add the following:

- 1.2.4 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner"; or "not in contract (NIC)".
- 1.2.5 Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Engineer to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.
- 1.6.2 Contractor shall be furnished up to three (3) sets of Contract Drawings and Specifications for permitting purposes, and four (4) copies of each drawing which is issued after the date of the Contract. The Contractor shall pay costs of reproduction for any additional copies of Drawings or Specifications he requires.

ARTICLE 3 Add the following:

- 3.4.4 Should the Contractor wish to substitute another product or method for products or methods specified or shown in the Contract Documents, whether specified or shown in Contract Documents, whether or not such phrases as "equal to" or "based on" are used, he shall apply in writing in approval. He shall enclose such data as Engineer requires to evaluate products. The Engineer's decision shall be final. Contractor is responsible for space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changed in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.
- 3.5.1.1 Project Warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective or not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one (1) year from the date of issuance of the Certificate of Substantial Completion for the Project.
 - .2 Specified Product Warranty: Issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of Specifications for requirements of specified warranties.
 - .3 Coincidental Product Warranty: Available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. Contractor shall identify such warranties as they apply.
 - .4 Warranty Obligations

- .1 Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.
- .2 Contractors shall restore or remove-and-replace other work which has been damaged by failure or warranted work, or which must be removed and replaced to gain access to warranted work.
- .3 Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
- .4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.
- .5 Upon restoration or removal-and-replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- .6 Warranties and warranty periods shall not diminish implied warranties, and shall not deprive Owner of actions, rights and remedies otherwise available if the Contractor fails to fulfill the requirements of the Contract Documents.
- .7 Owner reserves the right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Documents.

.5 Contractor shall furnish fully executed warranties to Owner in accordance with the General Conditions and Section 01740.

3.6.1 Amend to include the following: No amount shall be included in the bid for State Sales Tax or for Federal Excise Tax on materials or supplies purchased for this project. The Owner will supply tax exempt number.

3.7.1 Amend to include the following: The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as part of the construction process.

ARTICLE 4 Make the following changes:

4.6.1 Add to the first sentence, after "...relating to aesthetic effect..."

"and except for claims which have been waived by making or acceptance of final payment as provided by Subparagraphs 9.10.3 and 9.10.4,"

Add the following:

4.6.7 The provisions of Article 4 notwithstanding, the Contractor expressly agrees to joinder in arbitration proceedings between Owner/Engineer upon specific written request of the Owner. This agreement shall be valid with the Engineer's acceptance of an equal provision in their respective contracts.

4.6.8 Mediation

- .1 In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- .2 The provisions of Article 4 notwithstanding, the Contractor expressly agrees to joinder in mediation proceedings between Owner/Engineer upon specific written request of the Owner. This agreement shall be valid with the Engineer's acceptance of an equal provision in their respective contracts.

ARTICLE 7 Add the following:

- 7.2.3 The Contractor's proposal for changes in the Work shall be itemized completely and in detail and shall include material costs and quantities, labor wages, time, insurance, pensions and equipment rental other than small tools, and the number of additional calendar days, if any, which are required to complete the Work.

Where unit prices have been established, the proposal shall state the quantity involved and the applicable unit price.

7.5 ALLOWANCE FOR OVERHEAD AND PROFIT

- 7.5.1 The allowance for overhead and profit is compensation for administration, superintendence, materials for temporary structures, additional premiums on bonds and the use of small tools.
- 7.5.2 For additions, deletions or other changes in the Work ordered under method 7.3.3.3, the Contractor may apply an allowance of up to fifteen percent (15%) for profit and overhead to the net cost of the work actually performed by him.
- 7.5.3 Work to be performed by a subcontractor may include an allowance for the subcontractor's overhead and profit not to exceed fifteen percent (15%) of the net cost. The Contractor is permitted up to a **ten percent** (10%) allowance to be applied against the net cost to a subcontractor. In no case shall the total allowance exceed twenty-five percent (25%) of the net cost of work performed by the subcontractor.
- 7.5.4 The Contractor's allowance of up to ten percent (10%) on changes involving more than one subcontractor shall be applied only to the combined net of cost additions and deductions of all subcontractors.

7.5.6 There shall be no allowance for overhead and profit for the Contractor or any subcontractor on changes resulting in a net deduction.

7.5.7 The provisions of this Article shall apply only to subcontractors as defined in Article 5. Allowance for overhead and profit will be accepted only for those who are direct subcontractors.

ARTICLE 8 Make the following changes:

8.3.4 Add the following: No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

ARTICLE 9 Make the following changes:

9.3.1 Amend as follows: The Contractor shall submit Application for Payment at least fifteen (15) days prior to due date of progress payment.

Add the following:

9.3.1.3 During progress of the Work, the Owner will pay Contractor ninety-five percent (95%) of the total amount of each monthly payment due. The remaining five percent (5%) will be retained by the Owner until the Project is substantially completed. There will be no further reduction considered until final acceptance of the Project in accordance with the Contract Documents.

9.3.2.1 Contractor may include in Application for Payment the delivered cost of equipment and non-perishable materials delivered and stored at the site but not incorporated in the work, work under the following conditions:

- .1 Items to be protected from fire, theft, vandalism, weather and other damage.
- .2 Storage procedures and areas to be approved.
- .3 Items to be available at all times for inspection by the Owner and Engineer.

9.3.2 Add the following: If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Engineer will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

Add the following:

9.3.4 Contractor shall furnish with Application for Payment an invoice establishing value of material and equipment stored at the site along with a statement of amount to be paid the vendor.

- .1 Such stored items are subject to inspection by Engineer before payment is recommended.

- .2 Contractor shall furnish Owner with Certificate of Insurance in accordance with Contract Documents for the full value of the items stored at the site.
- 9.6.2.1 Contractor shall furnish Engineer with satisfactory evidence of payment to vendors supplying material and equipment for approved storage. This shall be done within thirty days (30) after the date of progress payment. Satisfactory evidence of payment shall be one of the following:
 - .1 Contractor's canceled check in correct amount with identification of invoices paid.
 - .2 A letter or telegram from vendor with authorized signature stating amounts and invoices paid.
 - .3 A receipted invoice.
- 9.6.7.1 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the work in the same manner as if such payment were not made.
- 9.10.6 A prerequisite to final payment shall be that the Contractor furnish proof that he has completed all specification requirements covering the following item as applicable: Warranties.

ARTICLE 10 Add the following:

- 10.2.4.1 The Contractor shall not bring hazardous materials onto the site nor use in the Work without compliance with the following conditions.
 - .2 The Contractor shall be solely responsible for the handling, storage and use of explosive or other hazardous materials when their use is permitted. For such use, the Contractor shall obtain necessary permits from regulating agencies and submit copies of permits to the Engineer for review before proceeding with use.
 - .3 Contractor shall obtain insurance for use of hazardous material and furnish certificates of insurance in keeping with Conditions of the Contract.

ARTICLE 11 Amend Article 11 in accordance with the following provisions:

- A. Insurance shall be carried with a company or companies licensed to do business in the State of Connecticut.
- B. The Contractor shall not begin work until he has obtained all insurance as required, nor shall any subcontractor be permitted to commence work until he has obtained all insurance as required under the same provisions. Insurance shall be maintained throughout the life of the Contract.
- C. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from each subcontractor and to make certain that all coverage is maintained throughout the life of the Contract.

- D. The Contractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Contractor.
- E. Each subcontractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (35) days prior written notice to the Contractor.
- F. The Contractor shall maintain a file of Certificates of Insurance received from each subcontractor and provide Owner with copy of each certificate.
- G. The Contractor shall furnish to the Owner copies of any endorsements subsequently issued amending coverage or limits.
- H. CONTRACTOR'S LIABILITY INSURANCE: Concerning the insurance described in ITEM 11.1, the Contractor shall maintain the following minimum limits:
1. Workers' Compensation
 - (a) State Statutory
 - (b) Employer's Liability \$100,000 Accident
\$500,000 Disease
\$500,000 Policy Limit
 - (c) Benefits Required by Union Labor Contracts: As applicable
 2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:

<u>\$1,000,000</u>	Each Occurrence
<u>\$2,000,000</u>	Aggregate, Products and Completed Operations
 - (b) Property Damage:

<u>\$1,000,000</u>	Each Occurrence
<u>\$1,000,000</u>	Aggregate
 - (c) Products and Completed Operations Insurance shall be maintained for a minimum of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
 - (d) Property Damage Liability Insurance shall include coverage for the

following hazards:

X Explosion C Collapse U Underground

(e) Contractual Liability (Hold Harmless Coverage):

(1) Bodily Injury:
\$1,000,000 Each Occurrence

(2) Property Damage:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

(f) Personal Injury, with Employment Exclusion deleted:

\$1,000,000 Aggregate

(g) Name as Additional Insureds: City of Ansonia and Donald W. Smith, Jr.,
P.E. Consulting Engineer

3. Comprehensive Automobile Liability (owned, co-owned, hired):

(a) Bodily Injury:

\$1,000,000 Each Person
\$1,000,000 Each Accident

(b) Property Damage:

\$ 500,000 Each Occurrence

I. OWNER'S LIABILITY INSURANCE: Concerning the insurance described in ITEM 12.1:

_____ No modification required.

_____ The Contractor shall provide this insurance (normally under an Owner's Protective Liability Policy) with the following limits:

(1) Bodily Injury:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

(2) Property Damage:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

(3) Personal Injury, with Employment Exclusion deleted:

J. PROPERTY INSURANCE: Concerning the insurance as described in ITEM 11.3:
_____ No modification required: Owner will purchase (coverage will be included for all materials and equipment furnished by the Owner which is to be incorporated or used in the project when stored off site or when in transit.).

X Contractor shall purchase the following:

(1) _____ All Risk

X Other: Installation Floater.

(2) _____ On the following form: (select one)

_____ Completed Value

_____ Reporting

(3) X In the Names of the Owner, Contractor, Subcontractor, and subcontractor as their interests may appear with limits as follows: (Select One)

_____ Full insurable value of the Work

x Amount equal to the Contract sum for the Work

(If Coverage for alterations and additions to existing structures is to be included under Owner's existing coverage, specific instructions are included under Item D below).

K. OTHER INSTRUCTION RELATED TO INSURANCE _____.

END OF SECTION

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	<u>Distribution</u>
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS:	OWNER: ARCHITECT: CONTRACTOR: FIELD: :
		General Construction	
		/ /	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703: \$0.00)= \$0.00	
b. 0 % of Stored Material (Column F on G703: \$0.00)= \$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

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

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

CONTRACTOR:
By: _____ Date: _____
State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$0.
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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

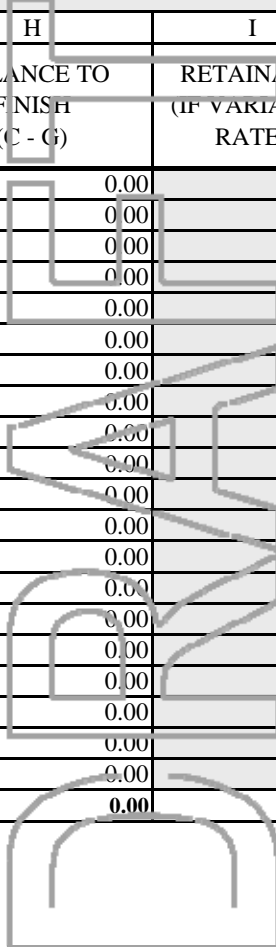
AIA® Document G703™ - 1992

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
			0.00	0.00			0.00		
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
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0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
0.00	0.00	0.00	0.00	0.00%					
	GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00



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User Notes:

SECTION 01100
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Access to site.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and drawing conventions.

- B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: COE LANE EMERGENCY ACCESSWAY SERVING ANSONIA HIGH SCHOOL

Project Location: 20 Pulaski Highway Ansonia, CT 06401

- B. Owner: City of Ansonia.

- 1. Owner's Representative: Mr. Robert Evans, Facilities Director of Facilities; phone 203-732-3286.

- C. Engineer: Donald W. Smith, Jr., P.E., phone 203-888-4904, email dwsjrpe@sbcglobal.net.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

Clearing and Grubbing

Removal of Existing Bituminous Concrete Pavement and curbing
Earthwork
Formation of Subgrade
Storm Drainage installation
Bituminous Concrete Sidewalk and Paving
Topsoiling and seeding

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to work in areas indicated.
 2. Driveways, Walkways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

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

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Architect's and Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.
- D. Under no circumstances shall the students or occupants of the School buildings be subjected to fumes or other deleterious effects of the operation on days that school is in session. Should material delivery, demolition or construction operations, inclement weather or related schedule conditions produce this situation (as determined by the Owner), the Contractor shall be required to suspend operations (at no cost to the Owner), that produce the offending effects until such time as the building is not occupied, or as approved by the Owner. Meaningful Instruction: Meaningful instruction (as determined by the Owner) must be facilitated and possible within the Ansonia Mead Elementary School building at all times. This requirement may limit the Contractor's demolition and construction operations as the distraction represented by hammering, material movement, etc. may disrupt classes. No down time or mobilization charges will be permitted should the meaningful instruction requirement suspend the Contractor's operations for any length of time.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01770
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit sustainable design submittals not previously submitted.
 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 6. Advise Owner of changeover in heat and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.

4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.
 - c. Three paper copies. Architect will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Legally dispose of all waste generated by the project.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials,

and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 01770

SECTION 01783
WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- B. Related Requirements:
 - 1. The Divisions 02 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 PROJECT WARRANTIES

- A. The Contractor and all subcontractors shall provide a one (1) year Labor & Material warranty that all materials and equipment furnished shall be new and shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Any defects due to faulty workmanship or materials which appear during the first year shall be corrected by the subcontractor at no additional cost to the Construction Manager or Owner. The Labor & Material warranty will be the responsibility of the contractor or subcontractor for a period of one (1) year from the date of Substantial Completion.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the subcontractor of the warranty on the Work that incorporates the products.
- C. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- D. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- E. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The subcontractor is responsible for the cost of replacing or

rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- F. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Public Works on companies' standard form.

1.4 FORM OF PROJECT WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- B. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.5 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers and manufacturers, within ten (10) days after completion of the applicable item or work.
- B. Verify that documents are in proper form, contain full information and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal per the Construction Manager, at each phase completion.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 01783

SECTION 02060
SITE DEMOLITION AND SITE CLEARING

1 PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Saw-cut and remove or reclaim existing bituminous concrete pavement and curbing.
- B. Clearing and grubbing of trees and stumps within the work area.
- C. Remove existing chain link fence.

1.2 CONDITIONS & REQUIREMENTS

- A. Refer to Division 1 Specifications for general conditions and requirements.

1.3 REGULATORY REQUIREMENTS:

- A. Conform to applicable codes for disposal of debris.

2 PART 2 - PRODUCTS

(Not Applicable)

3 PART 3 - EXECUTION

3.1 PROTECTION:

- A. Protect plant growth and features remaining as final landscaping. All existing vegetation (trees, shrubs, grasses, etc.) to remain shall be protected from injury. Individual trees and shrubs to be saved within the designated work area shall be adequately protected by Contractor as part of this Contract as shown on detail drawings or using (4) 2"x4"x8" posts at least 6 feet from center of tree with snow fencing securely fastened to posts. Protect groups of vegetation by snow fencing similarly attached to 2"x4" posts at minimum 6' on-center. Remove all protective barriers as directed by Owner.
- B. Existing vegetation not adequately protected and damaged during construction shall be replaced with plants equal to or better than existing by the Contractor at no additional cost to the Owner. Contractor shall carefully prune branches in the way of construction. Only approved methods and tools will be permitted. Use of axes for trimming or spurs for climbing will not be permitted. Immediately paint all scars and cuts (2 inch diameter or larger) with approved tree compound or pruning paint.
- C. Protect bench marks and existing work from damage or displacement.

3.2 SITE CLEARING

- A. Clear areas required for access to site and execution of work.
- B. Clear and grub designated areas of all stumps, roots and other objectionable material which shall be disposed of by removal from the site. Stumps including root system shall be removed to minimum 6" below finish grade, unless otherwise noted on drawings.
- C. Remove all debris from site.

3.3 SAW CUTTING

- A. Cut pavement to the full depth of the course or courses. In removing existing pavement, top course and/or base course, or combination thereof, the sections to be removed shall be cut to the neat lines shown on the plans or as directed by the Owner's Representative. Portions of remaining pavements injured or destroyed by the Contractor's work shall be replaced by the Contractor without additional compensation. Saw cuts shall be neat and straight to the approval of the Owner. Additional saw cuts, to the approval of the Owner's Representative, shall be made at no additional cost when the initial cuts are unacceptable.

3.4 PAVEMENT REMOVAL:

- A. Scarify with the proper equipment bituminous concrete, oil penetration and/or portland cement concrete pavements in varying depth. Where a remainder of the pavement is to remain, a clean saw cut to the full depth of pavement shall be made to separate the pavement from that being removed.
- B. All utilities, gate hoses, catch basins, manholes, frames, covers and other miscellaneous item scheduled to remain or as directed by the Owner's Representative shall be protected from damage and shall be reset, repaired or replaced to grade as required by the Owner's Representative.
- C. Immediately dispose of all waste material to an off-site location.
- D. Remove to full depth all pavement scheduled for removal. A maximum of three (3) inches below the pavement shall be removed during this work when new paving shall be placed. Base material removed to a depth lower than three (3) inches shall be replaced, spread and compacted to the satisfaction of the Owner's Representative. Such work shall be at the Contractor's expense; no additional payment for this work will be made. Areas where no paving shall be placed, entire base shall be removed.

3.5 UNCLASSIFIED EXCAVATION:

- A. Excavate all unsuitable materials such as defective gravel bases, concrete retaining walls, light pole foundations, head walls, blocks, curbing, conduits, pavements, and other waste materials or debris that is not scheduled for removal under other sections of this specification.

- B. Dispose of all unsuitable materials at an off-site location immediately after removal.

3.6 CHAIN LINK FENCING

- A. Remove existing chain link fence as indicated on the Demolition plan.
- B. Remove all surplus materials from site and legally dispose.

3.7 DUST CONTROL:

- A. Provide all equipment, labor, materials and related work necessary for the prevention and control of dust resulting from operations in the performance of the work of this contract and in accordance with additional requirements specified herein. All costs in connection therewith shall be considered to be included in the various items as listed in the bid.
- B. When, in the opinion of the Owner's Representative, conditions at the site are such as to require dust control measures to supplement those required to be provided by the Contractor as described in the preceding paragraph, the Owner's Representative may direct the Contractor to furnish and spread calcium chloride over certain areas at the site, at certain times and at specific rates of application. The calcium chloride shall be spread over the designated areas by approved mechanical devices at the rate for each areas as directed at no additional costs to the Owner.

END OF SECTION

SECTION 02200
EARTHWORK

1 PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Excavation and disposal of unsuitable or excess materials.
- B. Excavation, fill, backfill and refill, as indicated or required, including compaction.
- C. Rock removal, as required.
- D. Rough grading, including compaction of existing materials and granular fills, backfills, and refills.
- E. Trench excavation, bedding and backfill for all utilities, as directed, including compaction.
- F. Riprap and riprap bedding.
- G. Dewatering and control of water, as required, for all construction operations.
- H. Protection of existing buildings, pavements and utilities to remain.
- J. Sheet piling, shoring and bracing of structural and trench excavations.

1.2 PROTECTION

- A. Excavation Support: The work is to some extent located in an area near existing construction and new work. Operations will be conducted so as to provide adequate support at all times for these facilities. All excavation shall be sheeted, shored and braced. Excavation shall be sloped, if necessary, to prevent cave-ins, or undermining of these facilities. Sheet piling, shoring and bracing shall be removed before backfilling is complete.
- B. Dewater when excavations are to some extent below existing groundwater levels and the site is subject to surface water and groundwater flow during the course of construction.
 - 1. Control and pitch the grading to prevent water from running into the excavated areas or to prevent damage to other structures or work already accomplished.
 - 2. The Contractor shall furnish all pumping and other dewatering equipment necessary to keep excavated area dry during construction. The groundwater shall be pumped adequately so that the water table is maintained a minimum of two (2) feet below the bottom of the excavation at all times. Filters shall be used on the dewatering devices to prevent

the removal of fines from the soil. Water shall not be conducted onto adjacent property except in existing water courses.

3. Operations and Performance: Operate the dewatering system continuously, 24 hours per day, 7 days per week, until such time as construction work below existing water levels is complete, unless directed otherwise. Measure and record the performance of the dewatering system at the same time each day by use of suitable observation wells or piezometers installed in conjunction with the dewatering system. After placement of initial slabs and backfill, the water level may be allowed to rise, but at no time allow it to be higher than one foot below the prevailing level of excavation or backfill.

1.4 ENGINEERING AND SURVEY WORK

- A. The contractor shall engage the services of a registered Land Surveyor to stake the location and elevation of all parking areas, catch basins, curbing, etc.
- B. Upon completion of the work the contractors Land surveyor shall furnish a certified topographic As-Built drawing showing the as-built location and elevation of all buildings, parking areas, driveways, landscape areas, utility locations, etc.

2 PART 2 - PRODUCTS

2.1 MATERIALS

- A. Except as otherwise specified, all fills, refills and backfills within the building areas and for paved areas, utilities, and appurtenances required in structural or site excavation shall be made with gravel, crushed stone or sand as hereinafter specified.
 1. Gravel shall be composed of hard, durable stone and coarse to fine sand, not frozen and free from loam and undesirable organic matter, containing no stone having any dimension greater than two-thirds (2/3) of the depth of layer to be compacted. Gravel borrow or bank-run gravel shall conform to article m.02 of the CONNDOT standard specification form 816 and the following gradation requirements:

% PASSING BY WEIGHT	U.S. STANDARD SIEVE SIZE
3 1/2"	100
1 1/2"	55-100
No. 4	25-60
No.40	5-25
No. 200	0-5

2. Processed aggregate shall conform to the applicable requirements of CONNDOT Standard Specifications Form 814 section M.05 and shall have the following gradation:

% PASSING BY WEIGHT	U.S. STANDARD SIEVE SIZE
2 1/4"	100
2"	95-100
3/4"	50-75
1/4"	25-45
No. 40	5-20
No. 100	2-12
No. 200	0-8

3. Material for use as pipe bedding shall conform to the following requirements:

It shall be sand or sandy soil all of which passes a 3/8" sieve and not more than 10% passes a No. 200 sieve.

- B. Common borrow and all refills and fills not supporting or influencing structures, pavement, or utilities shall be made with approved granular material containing sound stone, gravel and sand, free of frozen materials, silt, clay, vegetation, roots, peat, muck or other unsuitable matter.
- C. The use of on-site materials for fills, refills, or backfills will be permitted provided the material meets the above requirements. Additional material required for structure fill shall be provided from off-site sources and shall meet the above requirements.
- D. For lab testing see Div. 1.

3 PART 3 - EXECUTION

3.1 UNSUITABLE OR EXCESS MATERIALS

- A. All topsoil and unsuitable or excess materials shall be stripped to their entire depths from areas of new construction or regrading. Materials suitable for use shall be stored in approved locations that will not interfere with building or utility operations. Topsoil shall be stripped and stored before any underlying excavating is begun. Stripped topsoil to be reused shall be free from clay, large stones and debris. All unsuitable and surplus materials shall be excavated and legally disposed of off-site.

3.2 GRADES AND ELEVATIONS

- A. The Drawings indicate, in general, the alignment and invert and finished grade elevations of all structures and utilities; the Owner's Representative, however, may make such adjustments in grades and alignment as are found necessary in order to avoid interference and to adapt the utilities and piping to other special conditions encountered. Grading between indicated final

grades shall provide smooth even surfaces, except as otherwise required. Cover over pipes shall, in any case, conform to requirements of local and state agencies having jurisdiction.

3.3 SEQUENCE OF EARTHWORK

- A. Within the Contract area operations to conform to a specified sequence of general excavation, structure excavation as required for footings, slabs and foundation units, backfill and completion of the subgrade, will be conducted. Refer to the geotechnical Report for specific excavation, backfill and compaction requirements.
- B. The subgrade is herein defined as the top surface of those existing materials, and of fills and refills, not including base materials or surface materials.
- C. After clearing and grubbing, and stripping of topsoil and unsuitable or excess materials, excavate and remove all materials above the subgrade level.
- D. Excavation shall be performed to elevations and dimensions indicated, plus sufficient space to permit erection of forms and shoring, drains, masonry and the inspection of foundations.
- E. Immediately after excavations to the required grades, the exposed surface of the in-site materials shall be cleaned of all loose or disturbed materials. The surface of all structural excavations shall be thoroughly compacted.
- F. If suitable bearing for foundations is not encountered at the depth indicated on the Drawings, or in the excavations required in these Specifications, immediately notify the Owner's Representative. Remove any remaining unsuitable material as directed. The Owner's Representative shall be the sole judge of the suitability of all materials. Placing of footings, foundation walls or compacted gravel on unsuitable material will not be permitted.
- G. If rock is encountered at the required elevations, the rock shall be over-excavated and replaced with a minimum of twelve (12) inches of compacted gravel to the elevation of the bottom of the footing.
- H. Bottoms of excavations shall be protected from frost and from water whatever the source. Foundation units, footings or slabs shall not be placed on frozen ground nor on saturated materials. No excavation shall be made to the full depth indicated when freezing temperatures may be expected, unless the footings or slab can be poured immediately. The bottoms so excavated shall be protected from frost and water if placing or concrete is delayed.
- I. The Contractor shall sheet, shore and brace all excavations, if necessary, to prevent cave-ins. Sheeting, shoring and bracing shall be removed before backfilling is completed.

- J. Required excavations and excavations below or beyond the indicated or authorized limits shall be refilled with gravel compacted to the indicated percent of the maximum dry density at optimum moisture content as specified herein at no additional expense to the Owner's Representative.

95%	Pavement
85%	General

- K. After all required excavations have been made and the footings, foundations units and foundations walls have been constructed the Contractor shall place and compact suitable backfill to the subgrade level in lifts as hereinafter specified.
- L. All fills and refills to the subgrade level shall be made with approved materials as specified. Immediately prior to placing the improvements, clean up the subgrade by removing and replacing any unsuitable materials as previously defined.

3.4 SITE EXCAVATION, FILL AND BACKFILL

- A. Perform all site excavation, fill, backfill and compaction required for the various utilities, structures, conduits, roads and appurtenances thereto and for all site grading.
- B. Trench widths shall be sufficient to permit proper installation of the work and bottoms of trenches shall be evenly graded. The maximum allowable width of trench for pipe shall be as indicated on the Drawing. Excavations below required depths shall be refilled with compacted gravel. Immediately after trench excavations have been carried to the required grades, the exposed surface of the existing bottom materials shall be cleaned of all loose or disturbed materials. Where the trench bottom is below the water level or within saturated earth materials, the bedding shall be crushed stone. Pipe beds shall rounded to accommodate the bottom quadrant of the pipe and bell holes shall be excavated to provide full support and uniform bearing for the entire length of the pipe barrel.
- C. After piping and conduits have been installed, tested, inspected and approved by the Owner's Representative, gravel in which stones larger that 2 inches in size have been removed, unless otherwise detailed on the Drawings, shall be carefully hand placed and hand tamped in six (6) inch layers under, around, and to a level one (1) foot above the top of the piping and conduits. The remaining excavation shall be backfilled with approved granular materials from on-site excavations, compacted in one (1) foot layers loose measure.
- D. Information shall be obtained from the proper authorities concerning locations of all utilities within the scope of this work, in order that there will be no damage done to such utilities. Neither the Owner nor the Owner's Representative shall be responsible for any such damage and any resultant

damage shall be restored to any structure and repaired without additional compensations.

1. Rules and regulations governing the respective utilities shall be adequately protected from damage, and shall not be removed or relocated except as indicated or directed. Inactive and abandoned utilities encountered in excavation and grading operations shall be removed, plugged or capped, as directed. The locations of such abandoned utilities shall be reported in writing to the Owner's Representative.
- E. Excavation of earth beyond indicated or authorized limits shall be refilled, at no additional expense to the Owner, with gravel compacted to 85 percent of the maximum dry density as required by the Owner's Representative.
- F. Excavations shall be adequately sheeted, shored and braced, as necessary, to permit proper excavation of the work and to protect all slopes and earth banks. Sheet piling shall be installed as required to prevent cave-ins or settlement and to protect workmen, adjacent structures and utilities. Shoring and sheet piling may be removed as the backfilling progresses, but only when banks are safe against caving. The Owner's Representative may direct that sheet piling, shoring and bracing, be left in place at any time during the progress of the work, and direct that timber be used for sheet piling and bracing, authorized to be left in place, be cut-off at a specified elevations. In removing sheet piling or bracing, care shall be taken to prevent voids. Voids, if formed, shall immediately be filled with sand. Dewatering shall be performed, as required, for all excavations below ground water level.
- G. Dig test pits at the locations selected and to the dimensions directed by the Owner's Representative for compaction testing or to establish locations of existing pipelines or any other buried item for which the exact location is to be determined. The excavation, protection and backfilling of test pits shall be in accordance with the provisions of this Section. The maximum depth of test pits shall generally be ten (10) feet, measured from the average ground surfacing existing at the test pit location immediately prior to digging each pit. Test pits shall be backfilled with approved materials and compacted to the densities specified.

3.5 ROCK EXCAVATION

- A. All rock encountered within the limits of excavation shall be removed as may be required to complete the work of this contract, as shown on the Drawings and as specified herein.
- B. Rock excavation shall include the excavation, removal and disposal of all boulders 1 cubic yard or more in volume.
- C. Where boulders are exposed on the sides of, or in the bottom of the trenches or excavations for structures, they shall be wholly or partially removed, as directed; boulders shall be removed to limits not less than twelve (12) inches below and to the trench width lines indicated, and shall be removed to limits

not less than twelve (12) inches outside below the structure walls or the underside of structure foundation slabs. Depressions resulting from the removal of boulders shall be refilled with approved compacted gravel.

- D. Blasting will be permitted at locations near existing structures pipelines, drain pipelines, gas pipelines, electrical cables, or other utilities. Where explosives are used, work shall be done by experienced powdermen, using small charges and in strict accordance with all regulations governing this work. The Contractor shall take every precaution to protect persons, property and the work.

3.6 PLACING FILL

- A. Foundations for fills, refills and backfills shall be prepared in an approved manner by removing all excess and unsuitable materials. The base or other surface of fills, refills or excavations which have been allowed to weather and which in the option of the Owner Representative, are unsuitable, shall be removed and replaced with crushed stone or gravel or shall be dried, roughened or scarified, and then compacted before any additional fills or refills are placed on them.
- B. Materials placed shall, unless permitted or required, be specially compacted by depositing in approximately horizontal layers not exceeding six (6) inches in thickness before compaction and, unless sufficiently moist as spread, shall be wetted to near the optimum moisture content. Each layer shall be compacted by suitable vibratory compactors or tampers, as previously approved by the Owner Representative, which will secure the required minimum degree of compaction. No other type of equipment shall be used for compaction.
- C. Materials used in refills and backfills shall be deposited carefully to avoid injury to structures, conduits or pipes.
- D. The areas to be fine graded for loaming and seeding shall be raked to remove all stones and other unsatisfactory material and shall then be rolled as directed under this Section. Any depressions which may occur during the rolling shall then be filled with additional suitable material and the surface then regraded and rolled until true to the lines and grades required. Care shall be taken not to affect the line or grade of walls and footings during grading and rolling operations.

3.7 COMPACTION

- A. Fills placed under pavements, utilities and storm drainage systems shall be compacted to not less than 90 percent of the ASTM maximum dry density, except that the top six (6) inches below subgrade shall be compacted to 95 percent of maximum dry density. Fills in playing fields and planting areas shall consist of approved on-site material and shall be compacted to not less than 85 percent of the ASTM maximum dry density.
- B. Where vibratory compaction equipment is specified herein or is directed to be used by the Owner's Representative all such equipment whether plate-

type or roller shall be furnished with a vibrating surface at least 24 inches in width, and capable of operating at a minimum of 2,000 blows per minute. Equipment not specifically designed as vibrating compaction equipment shall not be permitted for compaction of either existing in-place materials or of fills, refills and backfills. Jack hammers, rubber-tired vehicles and similar equipment not specifically designed and manufactured for compaction of granular materials will not be approved for use.

- C. Surfaces to be compacted shall, unless otherwise specified, be compacted by not less than six (6) complete passes of approved vibratory compactors, in order to obtain the required percentage of compaction. A complete pass shall consist of the entire coverage of the surface area to be compacted with one trip of the equipment. Each trip of equipment shall overlap the previous trip by at least one (1) foot.
- D. Dumping, spreading preparing and compacting of several layers of fill materials across the site may be performed simultaneously, providing there is sufficient total area to permit these operations to proceed in a systematic manner.
- E. No rolling equipment shall be used to compact fill, refill or backfill materials within five (5) feet of the vertical faces of any concrete walls or utility pipes. Plate vibratory tampers shall be used in these restricted areas, and in other areas too confined to satisfactorily use rolling equipment.
- F. It is the intent of these compaction requirements that the minimum in-place dry density of the compacted materials resulting will be equal to or greater than the minimum percentage specified herein. Additional compaction shall be required if the minimum percentages of ASTM in-place dry densities as specified are not obtained.

END OF SECTION

SECTION 02240

PREPARATION OF SUBGRADE/FINE GRADE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF THE WORK

- A. This work shall consist of the preparation of the top surface of the roadbed, after all grading has been substantially completed and all pipes/conduits laid, to accommodate the placement of the pavement structure and gutters in accordance with these specifications and in conformity with the lines, grades and typical cross-sections as shown on the Contract Drawings.

PART 2 - MATERIALS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 PREPARATION OF SUBGRADE

- A. All soft and yielding material, and other portions of the subgrade which will not compact readily when rolled, vibrated or tamped, shall be removed and replaced with suitable material. The surface shall be compacted uniformly with a minimum of four (4) complete coverages using an approved power roller having a minimum compression of 300 pounds per inch of width of tread on the rear wheel, and weighing not less than 10 tons, or with an equivalent vibratory roller or compactor.
- B. When more than one compacting unit is used, the unit exerting the greatest compactive effort shall be used to make the initial compaction. Any portion of the subgrade, which is not accessible to a roller or other compacting unit, shall be compacted thoroughly with hand tampers or with approved mechanical vibrators.
- C. The Contractor shall notify the local authority for inspection of the subbase in public streets prior to placement of the base course.

3.2 FINE GRADING

- A. After compaction, the top surface of the subgrade shall be fine graded so that it shall not extend above, nor more than ½ inch below, true grade and surface at any location. The subgrade shall not be muddy or otherwise unsatisfactory when pavement/base/subbase is placed upon it. If the fine grade of the subgrade becomes rutted or displaced due to any cause whatsoever, the Contractor shall regrade same at their own expense.

3.3 PROTECTION OF SUBGRADE

- A. The Contractor shall protect the subgrade from damage by exercising such precautions, as the Owner's representative may deem necessary. At all times, the subgrade surface shall be kept in such condition that it will drain readily and correctly. The subgrade shall be checked and approved before any pavement structure is placed thereon.

END OF SECTION 02240

SECTION 02270
EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. Providing all temporary erosion control measures shown on the Drawings and required by the Owner's representative during the life of the Construction Contract to control soil erosion and water pollution.
- B. The installation and maintenance of silt fence, hay bales, temporary diversion swales, temporary sedimentation traps and basins, construction entrances, fiber mats, catch basin filters, straw, netting, gravel, trenches, mulches, grasses, slope drains and other approved erosion control devices or methods.
- C. Erosion control shall conform to the 2002 Connecticut Soil Erosion and Sedimentation Control Guidelines.

1.3 RELATED SECTIONS

- A. Sections, which directly relate to the work of this Section, include:
 - 1. Section 02100 - Site Preparation and Demolition
 - 2. Section 02140 - Dewatering
 - 3. Section 02200 - Site Earthwork and Trench Excavation
 - 4. Section 02900 - Landscaping

1.4 REFERENCES

- A. 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, May 2002.

1.5 COORDINATION WITH PERMANENT EROSION CONTROL PROVISIONS

- A. The temporary control provisions shall be coordinated with the permanent erosion control features to the extent practical to ensure economical, effective and continuous erosion control throughout the construction and post-construction period.

1.6 LAWS AND REGULATIONS

- A. The DEP General Permit for Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (General Permit) and all other local, state and federal requirements.

1.7 PRIOR TO CONSTRUCTION

- A. Prior to the start of the construction, the Contractor shall submit to the Owner's representative their schedule for the construction of required temporary and permanent erosion and sedimentation control measures, clearing and grubbing, grading, construction, and paving. No work shall be started until erosion control schedules and methods of operations have been accepted by the Owner's representative.

1.8 CONSTRUCTION OPERATIONS

- A. When it becomes necessary, the Owner's representative will inform the Contractor of construction procedures and operations that jeopardize erosion control provisions. If these construction procedures and operations are not corrected promptly, the Owner's representative may suspend the performance of any or all construction until corrections have been made, and such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner for an extension of time to complete the Work.

1.9 CONSTRUCTION REQUIREMENTS—TEMPORARY SEDIMENT CONTROL

- A. The Owner's representative has the authority to order immediate, additional, temporary control measures to prevent contamination of adjacent streams or other watercourses, or other areas of water impoundment and damage by erosion. These additional measures may be ordered based upon the visual observation of the Owner's representative .
- B. The Contractor shall construct all permanent erosion and sediment control features at the earliest practical time as outlined in the accepted schedule. Temporary erosion and sediment control measures shall be used to correct conditions that develop during construction, which were unforeseen, but are needed prior to installation of permanent control features, or that are needed temporarily to control erosion or sedimentation which develops during construction operations.
- C. Where erosion is likely to be a problem, clearing and grubbing operations shall be scheduled and performed so that grading operations and permanent erosion and sediment control features can follow immediately thereafter, if conditions permit; otherwise, temporary control measures will be required between successive construction stages.
- D. Failure by the Contractor to control erosion, pollution, and siltation shall be cause for the Owner's representative to employ outside assistance to provide the necessary corrective measures. The cost of such assistance, including engineering costs, will be charged to the Contractor and appropriate deductions made to the Contractor's monthly progress payment request.

- E. The Contractor shall periodically remove sediment from erosion control facilities. The accumulated sediment shall not be allowed to rise above the mid height of the erosion control facilities. The Contractor shall modify and improve erosion control facilities and replace deteriorated hay bales and other devices as required by the Owner's representative.
- F. Temporary and permanent erosion and sedimentation control measures are shown on the Drawings. The Contractor shall strictly adhere to the proposed measures. Additionally, temporary measures shall be constructed to accommodate field conditions that develop during construction.

1.10 MAINTENANCE OF EROSION CONTROL MEASURES

- A. The Contractor shall check the condition of erosion control devices daily and maintain them in good operating condition. Hay bales shall be replaced when deteriorated, and when required by the Owner's representative.
- B. The Contractor shall inspect the condition of diversion swales, biofiltration swales, sediment traps, detention basins and other erosion and sedimentation control devices after each storm event >0.5 inches. Repairs shall be made as necessary and as required by the Owner's representative.
- C. Accumulated sediment trapped by erosion and sedimentation control devices shall be removed as required by the SWPCP.
- D. Temporary soil erosion and sedimentation control devices shall be removed and adjacent areas outside the limits of grading restored upon completion of the work, or when required by the Owner's representative.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Seed for quick growing grasses, wheat, rye or oats shall be selected based on site and seasonal conditions from Figure TS-2 of the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, May 2002.
- B. Erosion Control Blanket/Fabric Netting shall be:
 - Curlex blankets, as manufactured by American Excelsior Company, or
 - Polyjute Style 465 GT, as manufactured by Synthetic Industries, or
 - Tensar Erosion Mat, as manufactured by the Tensar Corporation, or approved equivalent.
- C. Hay bale for sediment traps, consisting of hay bales banded with wire or nylon tape (minimum two bands for bale), shall be approximately two-feet, six-inches in length.

- D. Stakes for hay bales shall be standard 1/2-inch x 3-foot reinforcing steel rods, steel pickets, 1 inch x 1 inch x 3-foot wood stakes or approved equivalent.
- E. Silt fence fabric shall be Mirafi 100X, Geotex 915SC, Contech C200, or approved equivalent.
- F. Filter fabric at a construction entrance shall Mirafi 600X, Geotex 200ST, Contech C-60NW, or approved equal.
- G. Catch basin filters shall be Siltsack by ACF Environmental, Dandy Sack by Dandy Products, Silt Mat by Kristar, or approved equal.

PART 3—EXECUTION

3.1 EROSION CONTROL - HAY BALES

- A. Hay bales shall be installed in accordance with the details indicated on the drawings and at the following locations, as required by the Owner's representative and as shown on the Drawings:
 - 1. Toe of slope of embankment construction to filter all runoff flowing to off-site discharges.
 - 2. Toe of temporary earthwork stockpile slopes.
 - 3. Across a construction ditch prior to entry into drainage system or waterway.
 - 4. Each side of completed drainage inlets.
 - 5. Dewatering Pumping Settling Basins.
 - 6. Other locations shown on the Contract Drawings or designated by the Owner's representative.
- B. Tightly abut hay bales to form a continuous barrier. Secure bales in place with two stakes per bale. The bales shall be trenched 4 inches into the ground. Soil shall be placed on the upside slope side of the bales. Deteriorated, destroyed or rotted bales shall be replaced immediately. Sediment shall be removed and disposed of periodically from behind the hay bales. The accumulated sediment shall not be allowed to rise above the mid height of the bale. All sediment, hay bales and appurtenances shall be removed and disposed of at the completion of the Contract unless directed otherwise by the Owner's representative.

3.2 TEMPORARY EROSION CONTROL MATS

- A. Erosion control mats shall be installed in accordance with the manufacturer's recommendations.
- B. All areas shall be smooth graded and compacted. Remove all rocks, dirt clods, vegetation and other obstructions that may cause damage to the mats.

- C. Unroll mats parallel to the direction of water flow and lay flat against the ground. Overlap roll ends 1-2 feet with upslope mat on the top to prevent uplift of mat end by water flow. Overlay adjacent edges of mat by six inches. Extend mat 2-3 feet above the crest of steep slopes and anchor by excavating a 6-inch deep trench, and secure end of mat in trench, backfill and compact. Secure mat to the ground using staples or pins furnished by manufacturer of mat.

3.3 SILT FENCE

- A. Silt fence shall be installed as shown on the Drawings.
- B. Supporting posts shall be spaced a maximum of 5 feet on center, and driven at least one foot into the ground. Posts shall be 1-1/2-inch square or heavier wood posts, or standard steel posts.
- C. Fabric shall be anchored in a 6-inch deep trench dug on the upslope side of the posts. The trench shall be at least 6 inches wide. The fabric shall be laid in the trench, backfilled and compacted.
- D. Fabric rolls shall be spliced at posts. The fabric shall be overlapped 6 inches, folded over and securely fastened to posts.
- E. Silt fences shall be inspected immediately after each storm event and at least daily during prolonged rainfall >0.5 inches.
- F. Silt fence shall be removed when the adjacent areas have become sufficiently stabilized.

END OF SECTION 02270

SECTION 02500
PAVING AND SURFACING

1 PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Bituminous Concrete Pavement
- B. Bituminous Concrete Machine Formed Curb
- C. Bituminous Concrete Patching
- D. Painted Pavement Markings

2 PART 2 - PRODUCTS

2.1 BANK RUN GRAVEL

- A. Refer to excavation section

2.2 PROCESSED AGGREGATE

- A. Refer to excavation section

2.3 BITUMINOUS CONCRETE

- A. Bituminous concrete shall conform to the relevant provisions of Section M.04 of the CONNDOT Standard Specifications Form 816 and the following requirements:

Binder Course - Class 1
Surface Course - Class 2
Curbing - Class 3

2.4 PAVEMENT MARKINGS

- A. Traffic markings.
 - 1. Ready-mixed White, Yellow, Blue traffic paints shall conform to AASHTO Designation: M 248-74. Unless otherwise specified, the paint shall be Type II and shall be lead free.
 - 2. Paint marking materials shall be manufactured by Hercules, Inc., Wilmington, Delaware, Prismo Universal, Rockville, Maryland, Ferro Corporation, Jackson Mississippi, or approved equal and shall appear on the approved materials list of the State Department of Transportation. The name of the manufacture and the place of manufacture shall be clearly indicated on the containers.

2.5 PRIME COAT

- A. May be asphalt cement, MC liquid asphalt, RC liquid asphalt, RT liquid or emulsified asphalt conforming to requirements of CONNDOT Standard M.04.01D.

3 PART 3 - EXECUTION

3.1 GENERAL

- A. All paving, patching and curbing operations and materials shall be provided as per Section 4.06 of the CONNDOT Standard Specifications Form 816 and as approved by the Owner's Representative.

3.2 PREPARATION

- A. Do all necessary regrading to bring subgrades to the required grades and sections including compaction in accordance with Excavation Section.
- B. All soft and yielding materials and other portions of the subgrade which will not compact readily when rolled or tamped, shall be removed as directed and all loose rock or boulders found in the subgrade shall be removed or broken off to a depth of not less than twelve inches (12") below subgrade.
- C. All holes or depressions made by the removal of materials as described shall be filled with suitable material and the whole surface compacted uniformly with an approved vibratory compacting roller or tamped to not less than 90% of the ASTM compaction dry densities.
- D. Any portion of the subgrade which is not accessible to a vibratory compacting roller or tamper shall be compacted thoroughly with hand tampers weighing not less than fifty (50) pounds. The face of the tamper shall not exceed 100 square inches in area.
- E. In excavation, the ground shall not be plowed or disturbed below the surface of the subgrade except as specified herein.
- F. Refill, as required, compact all utility trenches. Spongy and otherwise unsuitable material shall be removed and replaced with suitable material when directed by Owner's Representative. Exceptionally hard spots shall be loosened and recompacted. Every precaution shall be taken to obtain a subgrade of uniform bearing capacity.
- G. At all times, the subgrade surface shall be kept in such a condition that it will drain readily. No material shall be deposited on the subgrade until the subgrade has been approved by Owner's Representative. In no case shall the base course be placed on a frozen or muddy subgrade. Storage or stockpiling of materials on subgrade will not be permitted.

3.3 GRAVEL BASE COURSE

- A. On the subgrade, place 12" of gravel or processed aggregate for areas designated to receive new gravel base course.
- B. The gravel shall be placed in 4 - 6" lifts and spread uniformly by means of approved spreaders, roadscappers or by other methods satisfactory to the Owner's Representative. Stones larger than 3" or one-half of the depth of the course shall be removed. Care shall be taken not to allow segregation of the remaining larger stones in the course; and if this becomes apparent, the material shall be separated and spread by means of rakes, forks or shovels.
- C. Fill any depressions that appear during or after the rolling with gravel and reroll until the surface is true and even. Compact inaccessible areas with a small mechanical or hand tamper.
- D. If the gravel does not contain a sufficient amount of moisture to insure its firm and adequate compaction and shaping, water shall be added in sufficient amount to obtain the desired result.
- E. Each lift of the base course under bituminous pavement and walkways shall be rolled with an approved vibratory roller or a self propelled mechanical roller, weighing not less than 10 tons or as approved by the Owner's Representative, to a level plane as required to obtain the designated finished grades and to attain not less than 95% of the specified ASTM maximum dry density at the optimum moisture content as established by Method D ASTM Standard D-1557-70 and verified in the field by ASTM Standard 1556-64.

3.4 BITUMINOUS PAVEMENT

- A. All bituminous roadway pavement shall be in two courses consisting of a 1-1/2" surface course (class 2) applied onto a 1-1/2" binder course (class 1).
- B. Immediately before laying the plant mix binder and surface courses, the gravel base or foundation course shall be cleaned of loose or caked dirt, etc., and the surface shall show a uniform rough (granular) appearance. The courses shall be applied and rolled to a compacted thickness in accordance with the lines and dimensions in the drawings. All surfaces shall pitch to drain readily.
- C. The courses shall be thoroughly and uniformly compacted by use of power driven rollers, mechanically wetted and weighing not less than 10 tons or as approved by the Owner's Representative. Additional rolling by pneumatic tired roller shall be provided to finish all surface courses. The size and type of finish roller shall be as required and shall obtain the desired finishing product as determined by the Owner's Representative. Rolling shall proceed at uniform rate and continue until all roller marks, ridges, porous

spots and impressions have been eliminated; no further compression is possible; and the surface conforms with the specified lines and grades.

- D. Spreading by hand will be allowed in special patch areas (along curblines) provided that the material is immediately spread following delivery by means of hot shovels and hot rakes to uniform density and correct depth. If rolling is not practical, due to the proximity of curbstones or other structures, the material may be compacted and the surface irregularities adjusted by use of mechanical tapers, hand tamping irons and hot smoothing irons. Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture which shall be compacted to conform with the surrounding areas.

3.5 MEETING EXISTING PAVEMENTS

- A. Where new pavements are to meeting existing pavements, the Contractor shall saw cut the existing pavements so that there will be a vertical butting surface between the old and new pavements. Sawcutting of existing pavements shall be along neat, straight and even lines, and shall be done in such a manner so as not to damage the adjacent pavement, which is to remain.
- B. The existing pavement shall be sawcut by an approved method for the full depth of the pavement prior to placement of any new pavement. The existing bituminous surface shall be trimmed to a neat true line with straight vertical edges free from irregularities, and the trimmed edges shall be treated with a light coating of asphaltic emulsion immediately prior to the installation of the new abutting bituminous concrete surface course to provide a bond between the old and new pavement. The new compacted pavement surface shall be finished flush with the adjacent pavement.

3.6 BITUMINOUS CONCRETE LIP CURB

A. General Requirements

- 1. Bituminous curbing shall be constructed by the use of an approved self-propelled extruding curb machine equipped with a material hopper, distributing screw and curb forming device capable of placing the bituminous mixture to the required lines, grades and proper curb cross-section. Prior to the placement of any curb, the Contractor shall submit a detail of the cross-section of the curb mold that he proposes to use to the Owner's representative for approval.

B. Surface Preparation

- 1. When curbing is to be placed on existing bituminous pavements, concrete pavements or newly laid bituminous pavements which have been in place more than twenty-four (24) hours, the surface on which the curb is to be placed shall be swept and cleaned, thoroughly dried, and immediately prior to placement of the curb, the surface to be occupied by the curb shall be given an application of tack coat material. Particular care shall be exercised to prevent spread of tack

coat material beyond the area to be occupied by the curb. Recently placed bituminous concrete pavement, which have been placed less than twenty-four (24) hours prior to placement of the curb need only be thoroughly swept and cleaned.

C Placing and Compaction

1. The hot bituminous mixture shall be placed in the hopper of the curb paver without segregation and extruded through the mold form to provide the proper compaction and surface texture.
 2. The curb paver shall be properly supported and weighted during operation along the edge of the pavement and shall be guided along string or chalk lines to maintain the proper alignment and level of the completed curb.
 3. Any portions of the completed curb, which are not satisfactorily compacted, or show signs of sagging, cracking, or distortion, or do not conform to the required lines, grades or cross-section for any reason, and which cannot be satisfactorily repaired during construction, shall be removed and replaced at no additional cost to the Owner.
- D. Joints: Bituminous curb construction shall be a continuous operation in one direction only, to eliminate frequent joints. When the placing of the curb is discontinued for a length of time that permits the mixture to become chilled, the curb shall be cut in a true vertical plane and the exposed end painted with a thin uniform coat of hot asphalt cement just prior to placing the fresh curb mixture against the previously constructed curb to insure a continuous bond.

3.7 PAVEMENT MARKINGS

- A. All surfaces to receive pavement markings shall be thoroughly cleaned prior to initiating line layout.
- B. Accurately locate lines in accordance with the Drawings and mark by snapping a chalked line.
- C. Traffic marking paint shall be applied at a rate of 100 square feet to 115 square feet per gallon with glass beads, if indicated on the plans, applied at a rate of six pounds per gallon of paint.
- D. Traffic marking paint shall be applied parallel to the roadway centerline or as shown on the plans with no unsightly deviations.
- E. After application, the paint shall be protected from crossing pedestrians or vehicles for a time at least equivalent to the drying time of the paint. Dimensions of the markings shall conform to the Contract Drawings and the latest edition of "Manual of Uniform Traffic Control Devices for Street and Highways."

- F. The markings shall not be applied unless the temperature is above 40 F and the pavement is thoroughly dry. Surface dry will not constitute thoroughly dry.
- G. Painted Pavement Markings shall be applied with an atomizing spray type striping machine. The equipment shall be compatible and suitable for the application of the type of paint being used and shall be approved by the Owner's Representative. Applied markings shall be clean-cut edges, true and smooth alignment and a uniform film thickness of 15 ± 1 mil.
- H. Legends such as arrows and words shall be applied with a suitable template to provide a clean and undistorted marking.

4 PART 4 - GUARANTEE AND ACCEPTANCE

- A. Painted lines shall be guaranteed for a period of one year from final acceptance, against cracking, peeling, checking, or other defect. The Contractor will repair, recoat or otherwise make satisfactory, any failed lines, at no cost to the Owner.

END OF SECTION

SECTION 02990
LANDSCAPE

1 PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Spread stockpiled topsoil and/or furnishing and spreading off-site topsoil.
- B. Finish grading.
- C. Seeding.

1.2 REFERENCES

- A. ANSI Z 260.1 - Nursery Stock, latest edition (American Association of Nurserymen, Inc.).

1.3 QUALITY ASSURANCE

- A. Subcontract landscaping work to be a firm specializing in such work unless contractor is fully experienced and qualified.
- B. Each seed bag or container shall display a label which identifies the contents as a true representation of the seed mix and percentages required by specification. No seed shall be applied to a site until the Owner's Representative has determined the mixture meets all requirements.
- C. Do not make substitutions without written approval. If specified landscape material is not available, obtain approval for substitution from the architect.

1.4 SUBMITTALS FOR APPROVALS

- A. Certified analysis and source of off-site topsoil, to be provided. Certification shall list soil additives required to be added to the topsoil, rates and type.
- B. Certifications and/or labels of proposed seed mixtures stating common and scientific names of grasses, percentages by weight, and percentages of purity and germination, certification of proposed sod grass composition.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect all products from weather or other damaging or deteriorating conditions.
- B. Seed, sod, or plants which have been damaged or have deteriorated in transit or storage are not acceptable.
- C. Planting Schedule: Prepare a proposed planting schedule. Schedule dates for each type of landscape work during normal seasons for such work.

Planting:

Seeding, sodding: April 1 - June 1 - August 15 - October 15

Correlate with specified maintenance periods to provide maintenance to date of acceptance. Once the schedule is accepted, revise dates only as approved in writing, after documentation of reasons for delays.

1.6 WARRANTY

A. Warranty lawns until final acceptance

1.7 MAINTENANCE SERVICE

A. Maintenance services to be performed by Installer Include:

1. Watering
2. Regrading and replanting eroded areas
3. Seeding or patching sparse or bare areas
4. Mowing

B. Maintain grass area immediately after placement until grass is accepted.

2 PART 2 - PRODUCTS

2.1 TOPSOIL (for planting soil mix, and as required for lawn work):

- A. Fertile, friable, medium textured sandy loam with no admixture of refuse or any natural or introduced materials toxic to plant growth and free from subsoil and stumps, roots, brush, stones, clay lumps or other extraneous matter over 1-1/2" in diameter. Sandy loam shall possess good filtration and permeability rates, and shall possess a mechanical analysis where:
- 85% of sand size is 0.5 to 1.0 mm and
 - 95% of sand mix is between 0.5 and 2.0 mm and no more than 5% of mix is less than .05 mm
- B. Acidity range of approximately pH 5.5 to 7.5 when tested according to methods of testing of A.O.A.C. and organic content not less than 3% nor more than 20% as determined by wet combustion method (Chromic acid reduction). Topsoil may be amended to meet such requirements. Provide analysis prior to delivering topsoil to site, including recommended rates and types of soil additives to achieve desired mix.
- C. On site topsoil (stockpiled) shall be free of debris, roots and branches. It shall be made to conform to the requirements for sandy loam furnished from off-site as specified herein.

2.2 SEED

A. General: Pure, live, fresh seed from commercial sources meeting and labeled in accordance with State and Federal laws, rules and regulations. All seed to have minimum germination rate of 85%.

1. New seeding mixture shall conform to the following grass types and percentages:

Type	Proportion by Weight
Perennial Ryegrass	45.0%
Kentucky Bluegrass	45.0%
Creeping Red Fescue	7.5%
Insert Materials	2.5%

2.3 SOIL ADDITIVES

A. Limestone: Dolomitic limestone containing up to 50% magnesium carbonate in a dry, granular form. Granular treatment to be applied at a rate of 25lbs. per 1,000 square feet of turf area.

B. Lawn Starter Fertilizer: Complete fertilizer in granular form, from commercial sources bearing manufacturer's analysis; 18-26-12 ratio of N-P-K applied at 2.5-5 lbs. per 1,000 square feet of new lawn according to manufacturer's direction.

C. Post-emergent weed control for seeding: Apply "trimac," or approved equal in accordance with manufacturer's written instructions.

2.4 WATER

A. Clean, fresh potable water.

3 PART 3 - EXECUTION

3.1 LAWN ESTABLISHMENT

A. Preparation of existing turf or disturbed areas for seeding or sodding. Spread agricultural limestone and entire area shall be harrowed, disced and otherwise thoroughly broken-up to 4-5" depth. Remove all large stone, roots, hard clods and other unsuitable or foreign materials encountered.

1. Harrow discing shall be done twice, perpendicular to each direction. Clods shall be broken so that they are less than 4" in any dimension.

2. Request inspection of the work by Owner's Representative prior to proceeding.

B. Grading and spreading soil:

1. Remove all debris and other inorganic materials on any prepared subgrades, and reshape and dress any damaged or eroded slopes, swales, and other areas. Scarify and loosen subgrade to a friable condition in any areas where compaction may have occurred. Topsoil shall not be placed until subgrade is in suitable condition and free of excessive moisture or frozen materials. Stockpiled and off-site topsoil shall be spread as required on all disturbed and bare areas. Fill all depressions in existing grades and reshape and finish grades to depth of topsoil required.
2. Area shall be progressively fine graded and machine or hand raked, with stockpiled and off-site topsoil added as required to correct depressions and other irregularities, to produce smooth and unbroken finished grades and the depth of topsoil required. Where additional topsoil is placed on existing topsoil disc harrow to mix to 4". Drawings show grading design and intent to achieve a uniform grade not less than 1.25% slope. Finish grades shall conform to lines, grades, sections, and shapes of lawn areas as required. Provide positive drainage. Provide smooth, uniform, rounded transitions at all changes and breaks in grade. Topsoil is to be consistent depth of 1/2" below adjacent pavement surfaces.
3. Starter fertilizer: All required materials shall be spread and distributed into the soil at rates and amounts specified herein.
4. After establishment of finish grade, entire area shall be rolled with 1 ton roller or equivalent.

C. Seeding:

1. Approved seed mixture shall be applied at a rate of 1.0 lbs. per 1,000 square feet by means of an approved spreader device.

D. Acceptance:

1. Lawns shall be given final acceptance when grass is well established, exhibits a vigorous growing condition, is devoid of bare spots greater than 1 sq. ft., and has been mown at least twice.
2. At any time within period before acceptance, the Contractor shall replace any turf which, for any reason other than vandalism, has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired.
3. Visit site as necessary during the period before acceptance to maintain grass. The Owner will not maintain grass until final acceptance of lawn areas. Contractor shall not have any claim that materials have failed to flourish as a result of Owner's maintenance operations, or lack of maintenance, and shall abide by terms stated herein for guarantee and replacement of lawn.
4. Decision of Owner as to necessity to replace lawns or repair any defects on workmanship, or cause of any destruction or loss, impairment or failure to flourish,

shall be conclusive and binding upon Contractor. Replacements shall be the same as specified. All replacements shall be planted as specified herein at Contractor's expense.

5. "Vandalism", as noted above, is intended to mean any acts, whether intentional or accidental, by other persons, which clearly result in damage, and which may reasonably be considered to be beyond the Contractor's reasonable control, as determined by the Owner's Representative.

END OF SECTION