



SAC Federal Credit Union

PAPILLION, NEBRASKA

SAC Federal Credit Union Tenant Fit-Out

1001 Farnam St, Omaha, NE 68102

Construction Documents Project Manual

June 23, 2017

HDR Project No. 47794/10057701



Table of Contents

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 13	INVITATION TO BID
00 21 13	INSTRUCTIONS TO BIDDERS
00 26 00	SUBSTITUTIONS PRIOR TO BIDDING
00 41 13	BID FORM
00 72 07	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

DIVISION 01 - GENERAL REQUIREMENTS

01 11 16	WORK BY OWNER OR BUILDING OWNER
01 14 16	COORDINATION WITH OCCUPANTS AND WORK RESTRICTIONS
01 21 16	CONTINGENCY ALLOWANCES
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 23 04	CHANGES IN WORK
01 25 13	SUBSTITUTION PROCEDURE AFTER EXECUTION OF CONTRACT
01 26 13	REQUESTS FOR INFORMATION (RFI)
01 29 01	APPLICATIONS FOR PAYMENT AND SCHEDULE OF VALUES (CM)
01 31 19	PROJECT MEETINGS
01 31 26	PROJECT COLLABORATION SYSTEM REQUIREMENTS
01 32 16	CONSTRUCTION SCHEDULES
01 32 26	PROGRESS REPORTS
01 33 00	SUBMITTAL PROCEDURES
01 45 23	TESTS AND INSPECTIONS
01 50 00	CONSTRUCTION FACILITIES, TEMPORARY CONTROLS AND UTILITIES
01 65 00	DELIVERY, HANDLING AND STORAGE: MATERIALS AND EQUIPMENT
01 73 29	CUTTING AND PATCHING
01 74 23	CLEANING
01 77 01	CONTRACT CLOSEOUT
01 78 36	WARRANTIES AND GUARANTEES
01 78 39	PROJECT RECORD DOCUMENTS

DIVISIONS 02 - 08

08 71 00	DOOR HARDWARE
	REFER TO DRAWINGS FOR REMAINING

DIVISIONS 09 - 32

	REFER TO DRAWINGS
--	-------------------

SECTION 00 11 13
INVITATION TO BID

PART 1 - GENERAL

1.1 INVITATION

- A. Owner invites sealed Bids for Single-Prime Contract on general construction work to include work of all trades.
1. Project Title: SAC Federal Credit Union Tenant Fit-out.
 2. Project Address: 1001 Farnam St, Omaha, NE 68102.
 3. Building Owner Name: Circo Enterprises.
 4. Owner (Tenant): SAC Federal Credit Union.
 5. Architect: HDR Architecture, Inc.
 6. Bids shall be lump sum basis for general construction work to include work of all trades.
 - a. Segregated bids will not be accepted.

1.2 DESCRIPTION

- A. In general, Work consists of selective demolition, interior and exterior construction to fit-out approximately 670 gross square feet of tenant space for use as a branch bank facility. The tenant space is a single story circa 1890 addition to a 3 story circa 1880 National Register listed and locally landmarked building at 1001 Farnam Street. The Building Owner is Circo Enterprises. The tenant, who will hold the contract for construction and is designated in these documents as "Owner", is SAC Federal Credit Union.

1.3 COMPLETION

- A. Completion of this work in timely manner is of the essence. The tenant would like to occupy the building in early fall.

1.4 BIDS RECEIVING AND OPENING

- A. Electronic Bid Receiving:
1. Bid Receiving Date and Time: Friday, July 14, 2017, 4:00 P.M. Local Time.
 2. Transmit bids in PDF, MicrosoftWord and/or Excel format via email to:
 - a. Architect: Matt DeBoer: Matthew.DeBoer@hdrinc.com
 - b. Owner: Robin Larsen: RLARSEN@SACFCU.com
 3. Bids are valid only if received prior to receiving date and time indicated above.

B. Bid Opening:

b

1. Bids will be opened and reviewed by the recipients above upon receipt.
 - a. Valid bids will be privately opened by Owner.

1.5 EXAMINATION OF BID DOCUMENTS

- A. Bidding Documents may be accessed through the private plan room for SAC Federal Credit Union Tenant Fit-out set up through the provider indicated below. Password is required for access. Use password provided by HDR in cover letter (email). Plan service provider will print hard copies for contractor's use at contractor's request and expense.

1. McGraw Hill Construction – Dodge.
A&D Technical/FW Dodge McGraw-Hill
8529 K Street
Omaha, NE 68127
Phone: (402)-496-0577

Fax: (402)-453-0666

1.6 BID SECURITY

- A. Submit Bid Security with Bid Form in form and amount indicated in Section 00 21 13 - Instructions to Bidders.

1.7 PERFORMANCE BOND

- A. Successful Bidder shall submit, as Bid Alternate #3, Owner's Protective Bond in amount of 100 percent of Contract amount.
 - 1. See Section 00 72 07, Article 11. 4 - Performance Bond and Payment Bond.

1.8 WITHDRAWAL

- A. Bids may not be withdrawn prior to 60 calendar days after date of bids opening.

1.9 REJECTION OF BIDS

- A. Owner reserves right to waive any informalities or to reject any or all Bids.
- B. Owner further reserves right to reject any and all Bids, and to re-advertise for Bids.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 RECEIPT AND OPENING OF BIDS

- A. SAC Federal Credit Union, herein called Owner, invites bids for construction.
- B. For following Project: SAC Federal Credit Union Tenant Fit-out
- C. Bids will be received as indicated in Invitation for Bids.
- D. Bids received late will not be opened.
- E. Bids will be privately opened.

1.2 METHOD OF BIDDING

- A. Owner invites bids on general construction work to include work of all trades.
- B. See Bid Form for specific requirements regarding bids and cost breakdown.

1.3 PREPARATION OF BID

- A. Submit on Bid Form included in bid documents.
- B. Fill out in ink or typewritten, without erasure, interlineation or changes.
- C. Make Bid in name of principal and if co-partnership, give names of all parties.
- D. Give bidder's complete address.
- E. Delete calendar days if not required.
- F. Indicate number of consecutive calendar days for construction Substantial Completion of Work.
- G. Fill in bid prices in both words and figures.
- H. Submit bid in sealed envelope within 24 hours (or by close of the next business day) of electronic submittal.
- I. Indicate in text of email, name of bidder, bidders address. Indicate in subject line of email, name of Project for which bid is submitted.
- J. Provide bidder's license, as required by the City of Omaha, number and expiration date on Bid Form.
 - 1. Bids without license information will not be opened.
- K. If forwarded by mail, enclose envelope containing Bid Form in another envelope addressed as indicated.

1.4 BID SECURITY

- A. Each bid shall be accompanied by a bid security in the amount required if so stipulated in the Instructions to Bidders.
- B. Bidder pledges to enter into a Contract with Owner on the terms stated in the bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
 - 1. Should the bidder refuse to enter into such contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to Owner as liquidated damages, not as a penalty.*
- C. Submit bid with cash, certified check or bid bond, in amount of five (5) percent of highest total base bid combination, including all Add Alternates.

1. Bid bond shall be on AIA Document A310, duly executed by bidder as principal and having a surety thereon, by company authorized to issue bond.
2. Agent signing bid bond must file with bond; certified and effectively dated copy of power of attorney showing any limitation in regard to total amount for which any single bond can be issued.

1.5 MODIFICATION OR WITHDRAWAL OF BID

- A. Bid may be withdrawn or modified prior to scheduled time for opening, under following terms:
 1. Bidder may, without prejudice to self, withdraw bid after it has been deposited, provided request for such withdrawal is received in writing via email, before time set for opening.
 2. Telephonic communications not acceptable.
- B. After opening, no bid may be withdrawn or modified for period indicated in Bid Form.
- C. For modifications notify recipients in writing and resubmit bid forms.

1.6 INTERPRETATIONS

- A. Bidder shall carefully study and compare Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which Bid is submitted, shall examine site and local conditions for errors, inconsistencies or ambiguities discovered.*
- B. In event of errors, inconsistencies or ambiguities discovered between portions of Bidding Documents or within Bidding Documents or bidder is in doubt of meaning of any part of Bidding Documents, bring to Architect's attention by, submitting Bid Document Request For Interpretation:
 1. Use attached form to email address on form.
 - a. Bidder submitting request is responsible for prompt delivery of such requests.
 - b. Request must be received no later than 5 pm on the date of the Pre-Bid conference.
 2. Interpretations, corrections and changes of Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. *
 - a. Copy of such Addendum will be made available for inspection wherever Bidding Documents are on file for that purpose, and will be transmitted to each invited general contractor prior to date fixed for opening of bids.
 - b. General contractor is responsible for communicating Addenda to subcontractors.
 - c. Failure to receive such Addendum does not relieve bidder from any obligation under bid as submitted.
 - d. All Addenda become part of Bidding Documents and Contract Documents.
 - e. Each Bidder shall ascertain prior to submitting a Bid that Bidder has received all Addenda issued, and Bidder shall acknowledge their receipt on Bid Form.
- C. Oral interpretations will not be binding.
- D. Owner or Architect is not responsible for any other explanations or interpretations which anyone presumes to make.
- E. Bidder desiring approval of material or equipment not specified must comply with Section 00 26 00.

1.7 BASE BIDS AND ALTERNATES

- A. General: Bid must include Base Bid and all Alternates.
- B. In event Alternate does not affect bidder's work, enter "No Change."
- C. Absence of any entry will be assumed to indicate zero price or time change.
- D. Order of Alternates: Owner reserves right to accept any or all Alternates.
- E. Description of Alternates: See Section 01 23 00.

1.8 UNIT PRICES

- A. Bid must include all Unit Prices.
- B. Absence of any entry will be assumed to indicate zero price.
- C. See Section 01 22 00.

1.9 IRREGULAR BID AND REJECTION OF BIDS

- A. Bid is considered irregular and may be rejected for following reasons unless otherwise provided by law:
 - 1. If Bid Form furnished is not used or is altered.
 - 2. If there are unauthorized additions, conditional bids, or irregularities of any kind which may tend to make bid incomplete, indefinite, or ambiguous.
 - 3. If bidder adds any provisions reserving right to accept or reject any award, or to enter into contract pursuant to an award.
 - 4. If unit or lump sum prices contained in bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
 - 5. If bidder fails to insert Alternate and Unit Prices for every such item indicated.
 - 6. If bidder fails to complete Bid Form where information is requested, so bid may be properly evaluated.
- B. Owner reserves right to reject any or all bids and to waive irregularities or informalities as may be in Owner's interest.

1.10 ACCEPTANCE AND AWARD OF BID

- A. If Base Bid exceeds amount of funds available* Owner may reject all bids.
- B. Owner shall have right to accept Alternates in any order or combination, unless otherwise specifically provided in Bidding Documents, and to determine low Bidder on basis of sum of Base Bid and Alternates accepted.*
- C. Owner may award contract based on combination of price, time, and qualifications.
- D. Owner shall have right to waive informalities and irregularities in a Bid received and to accept Bid which, in Owner's judgment, is in Owner's own best interests.

1.11 PRE-BID CONFERENCE

- A. Pre-bid conference will be held to review bidding procedures, review documents, and tour site.
 - 1. Location: Project site, 1001 Farnam St, south addition, 10th Street entrance.
 - 2. Date: will be coordinated with invited bidders to occur during the period of Wednesday, June 28th through Friday, June 30th.
 - 3. Time: will be coordinated with invited bidders.
 - 4. The day of the Pre-Bid conference will also be the last day for bidder requests for information. Bidders are advised to review documents prior to attending the Pre-Bid conference.

1.12 DEFINITIONS*

- A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Bidding Requirements consist of Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and Addenda and clarifications issued prior to execution of Contract.
- B. Definitions set forth in General Conditions of the Contract for Construction or in other Contract Documents are applicable to Bidding Documents.

- C. Addenda are written or graphic instruments issued by Architect prior to execution of Contract which modify or interpret Bidding Documents by additions, deletions, clarifications or corrections.
- D. A Bid is a complete and properly executed proposal to do the Work for sums stipulated therein, submitted in accordance with Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which Bidder offers to perform the Work described in Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. An Alternate Bid (Alternate Bid) is an amount stated in the Bid to be added to or deducted from the amount of Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- G. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with Bidding Documents.
- H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in Bidding Documents.
- I. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in Bidding Documents.
- J. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.13 BIDDER'S REPRESENTATIONS*

- A. Bidder by making a Bid represents that:
 - 1. Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 2. Bid is made in compliance with Bidding Documents.
 - 3. Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of proposed Contract Documents.
 - 4. Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

1.14 BIDDING DOCUMENTS*

- A. Bidders may obtain complete Bidding Documents as designated in the Invitation to Bid.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither Owner nor Architect assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

Provisions followed by an asterisk () include some or all provision obtained from AIA Document A701-1997.*

END OF SECTION

BID DOCUMENT

REQUEST FOR INTERPRETATION

Project:	SAC Federal Credit Union Tenant Fit-out	Project No: 10057701
----------	---	----------------------

For Contractor / Subcontractor / Vendor Routing:	BD-RFI No.: _____
Firm:	Transmittal No.: _____
	Date: _____

To: Attn: Sheila Ireland Email to: Sheila.ireland@hdrinc.com HDR Architecture, Inc. 8404 Indian Hills Drive; Omaha, NE 68114.
--

Provide references and complete description of request with sketches or copy of document if necessary.
(Please type or print legibly)

Spec. Section: _____ Dwg. No.: _____ Rm. No.: _____
Request: _____

CM / Contractor / Supplier: _____

Address: _____

Phone No.: _____ FAX No.: _____

By: _____ Date: _____

Request must be received by 5 pm on date of Pre-Bid Conference.
If response is necessary, interpretations or supplemental instructions will be issued in the form of written addenda or clarification.

Architect's Routing: (for A/E use only)	A/E BD-RFI No.: _____
To: _____ Date: _____	<input type="checkbox"/> Equip./Casework _____
<input type="checkbox"/> Proj. Mgr. _____	<input type="checkbox"/> Civil / Landscape _____
<input type="checkbox"/> Coordinator _____	<input type="checkbox"/> Interior Designer _____
<input type="checkbox"/> Structural _____	<input type="checkbox"/> Specification Writer _____
<input type="checkbox"/> Mechanical _____	<input type="checkbox"/> Project C.C.A. _____
<input type="checkbox"/> Electrical _____	<input type="checkbox"/> other _____
ACTION: <input type="checkbox"/> Review and initiate addendum item if appropriate	<input type="checkbox"/> Review & provide input <input type="checkbox"/> Info only
<input type="checkbox"/> Review and initiate change document if appropriate	<input type="checkbox"/> Other: _____

END OF FORM

SECTION 00 26 00
SUBSTITUTIONS PRIOR TO BIDDING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling requests for substitutions made prior to bid.
 - 1. Any product proposed by Contractor which does not meet requirements of Contract Documents, whether in product characteristics, performance, quality, manufacturer, or brand name is considered a substitution.
 - 2. In case of non-availability of materials contact Architect for review and action.
- B. Acceptable Manufacturers and Products: See Section 01 61 00.
- C. For bidding purposes, base all bids on materials, equipment, and procedures specified, or approved by Addenda.

1.2 SUBSTITUTION PRIOR TO BID

- A. Submit complete data substantiating compliance of proposed substitution with Contract Documents.
- B. Products and Systems:
 - 1. Product identification, including manufacturer's name.
 - 2. Manufacturer's literature marked to indicate specific model, type, size, and options to be considered:
 - a. Product description.
 - b. Performance and test data.
 - c. Reference standards.
 - d. Difference in power demand, air quantities, etc.
 - e. Dimensional differences from specified unit.
 - 3. Samples:
 - a. Architect reserves right to retain sample until physical units are installed on project for comparison purposes.
 - b. Requester pay all costs of furnishing and return of samples.
 - c. Architect is not responsible for loss of or damage to samples.
 - 4. Name and address of at least five similar projects that proposed product has been in use on for at least four years, and name and phone number of owner's and architect's or engineer's representative, which Owner or Architect can contact to discuss product, installation, and field performance data.
- C. Construction Methods:
 - 1. Detail description of proposed method.
 - 2. Illustrate with drawings.
- D. Itemized comparison of proposed substitute to specified item; make clear variations.
- E. Identify effect and changes required on other trades, subcontractors or contracts.
- F. Data related to change in construction time.
- G. Cost of proposed substitution in comparison with product, system or method specified.
- H. Availability of maintenance and repair services, and sources of repair or replacement items.
- I. Warranty comparison with specified product or system.

1.3 PRODUCT SELECTION - GENERAL

- A. Certain types of products are described in Project Manual by means of trade names, catalog numbers or manufacturer's names, or both.
 - 1. This is not intended to exclude products from consideration which may be capable of accomplishing purpose indicated.
- B. Other types of products may be considered acceptable to Owner and Architect in place of those specified.
- C. Listing of a manufacturer implies acceptance of them only as supplier of a product which complies with specified item.
- D. Conditional bids and voluntary alternates will not be considered unless allowed by Instructions to Bidders.

1.4 SUBSTITUTION REQUESTS

- A. Only written requests with complete data for evaluation will be considered.
 - 1. Request must be received by 5 PM on date of the pre-bid conference.
 - 2. Requests received late will not be considered.
 - 3. Submit evaluation data with attached form to Architect.
- B. In making request for substitution, supplier and Contractor represent:
 - 1. Personal investigation of proposed product, system or method, has been conducted and determined it equal or superior in all respects to that specified, and will perform intended function.
 - 2. Product, system or method is in full compliance with applicable codes.
 - 3. Warranty for substitute item as for product, system or method specified meets or exceeds specified product.
 - 4. Finish products shall comply relative to color and pattern with base specified items. Contractor will coordinate installation of accepted substitution into Work, to include building modifications if necessary, and be responsible for such modifications as may be required for Work to be complete and functional in all respects.
 - 5. Certified cost data is complete and includes all related costs, excluding Architect's review and redesign cost.
 - 6. Waives claims for additional costs or time extensions related to substitution which subsequently become apparent or are caused by substitution.
 - 7. Pay additional costs to other trades, subcontractors or contracts caused by substitution.
 - 8. Pay all Architect's review and redesign cost, special inspections, and other costs incurred by substitutions or revisions made necessary by acts or omissions of Contractor, due to product submittal or product not being ordered in a timely manor, due to ease of construction progress or Work, or which are in interest of or are for convenience of supplier, subcontractor or Contractor.
 - 9. Acknowledge acceptance of these provisions.
- C. Supplier to sign substitution request in space provided on form acknowledging acceptance of terms.
- D. Contractor sign request in space provided on form acknowledging it's acceptance of terms.

1.5 APPROVAL OF SUBSTITUTION REQUEST

- A. No verbal or written approvals other than by Addenda will be valid.
 - 1. Addendum listing approved substitutions will be published prior to Bid date.

1.6 REJECTION OF SUBSTITUTION REQUESTS

- A. Substitutions may not be considered if:
 - 1. Submitted after stipulated date or time period.
 - 2. Not submitted in accord with this Section.
 - 3. Acceptance will require substantial revision of Contract Documents, building or system.

4. Substitution request does not indicate specific item for which request is submitted.
5. Substitution Request form is not properly executed and signed.
6. Substitution request for manufacturer acceptance only.
7. Insufficient information submitted.
8. Substitution color or pattern wise does not comply with base specified item.
9. Substitution does not appear to comply with requirements of specifications for base item.

END OF SECTION

SUBSTITUTION REQUEST

PROJECT: SAC
Federal Credit Union
Tenant Fit-out

PROJECT NUMBER: 10057701

To Office of Architect:
HDR Architecture, Inc.
8404 Indian Hills Drive
Omaha, NE 68114-4098
Attention: Sheila J Ireland

SPECIFIED PRODUCT:

Substitution request for: _____
Specification Section number: _____
Article(s)/paragraph(s): _____

REASON FOR SUBSTITUTION REQUEST:

- | | |
|--|---|
| <input type="checkbox"/> Fails to comply with building code requirements | <input type="checkbox"/> Not available |
| <input type="checkbox"/> Unavailable to meet Project schedule | <input type="checkbox"/> Reduce Project construction time |
| <input type="checkbox"/> No qualified installer for specified item | <input type="checkbox"/> Project cost savings |
| <input type="checkbox"/> Supplier refuses to warrant item or installation | <input type="checkbox"/> Unsuitable for application |
| <input type="checkbox"/> Supplier, Subcontractor or Contractor convenience | <input type="checkbox"/> Constructability issue |
| <input type="checkbox"/> Other: | |

Explanation in Detail: See attached: _____

SUPPORTING DATA:

Attach product description, specifications, drawings, photographs, performance data, test data, environmental criteria, and any additional data or information for evaluation of the proposed substitution in accord with requirements of Section 00 26 00.

Sample is included: Yes No
Sample will be sent if requested: Yes No
Maintenance Service Available: Yes No

If yes, location: _____
Spare Parts Source: _____

PRODUCT/SYSTEM COMPARISON:

Provide a one-to-one comparison of proposed substitution with ALL specified attributes and qualities of specified item(s)

	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
Manufacturer:		
Name, brand:		
Catalog No.:		
Unit Cost:		
Attributes /		
Qualities /		
Variations /		
Warrantee /		
etc:		

REFERENCES:

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____
Address: _____
Architect (name a phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

EFFECT OF SUBSTITUTION:

Substitution affects other parts of Work: No Yes (If yes, explain below)
Substitution requires dimensional revision or redesign of structure or mechanical and electrical Work: No Yes (If yes, explain below)
Same warranty provided as specified base product: No Yes (If no, explain below)
Explanation: _____

Cost difference: \$ _____ (add / deduct).
Total cost implications of substitution on Project: \$ _____ (add / deduct).
Total time implications: \$ _____ (add / deduct) calendar days.

STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.
- Is in full compliance with applicable code requirements.
- Will provide same warranty for substitute item as for product, system or method specified.
- Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
- Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.
- If a finish product, color wise and pattern wise complies with base specified items.
- Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.
- Will pay Architect's review and redesign cost, special inspections, and other costs caused by substitution.
- Will pay additional costs to other contractors caused by substitution.
- Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.
- Acknowledge acceptance of these provisions.

List of Attachments: _____

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Supplier/Vender: _____
Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____
Subcontractor: _____
Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____
Contractor: _____
Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____

END OF SUBSTITUTION REQUEST

SECTION 00 41 13
BID FORM

DATE: _____

Bidder, _____, a * _____ organized and existing under
the laws of the State of _____, does business as ** _____.

* Insert corporation, partnership, or individual, as applicable.

** Insert trade or business name.

TO: SAC Federal Credit Union

Hereinafter referred to as Owner

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of: SAC Federal Credit Union Tenant Fit-out, having examined the Bidding Documents prepared by HDR Architecture, Inc., and other related documents and being familiar with site of proposed Work, and with all conditions surrounding construction of proposed Project including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all Work, provide all services, and to construct all Work in accordance with Bidding Documents, within time and amounts stated herein. These amounts are to cover all expenses incurred in performing Work required under Bidding Documents, of which this Bid is a part.

Bidder, if awarded contract, hereby agrees to commence Work under this contract on or before a date to be specified in Contract Agreement or written "Notice to Proceed" from Owner and to obtain Substantial Completion of Project within 60 (Bidder to fill in) consecutive calendar days thereafter.

Bid amount shall be expressed in words and in figures. In case of discrepancy, amount shown in words will govern.

BASE BID - FOR CONTRACT: Bidder agrees to perform all Work as described in Bidding Documents, for Lump Sum of _____ dollars (Bidder to fill in) (\$ _____).

Following Alternates shall be expressed in words and figures as add/deduct to Base Bid as indicated. Cross out terms, "Add" or "Deduct" as applicable. In case of discrepancy, amount shown in words will govern. See Division 01 for description.

ALTERNATE 1: Add/Deduct the sum of _____ (\$ _____)
Dollars

ALTERNATE 2: Add/Deduct the sum of _____ (\$ _____)
Dollars

ALTERNATE 3: Add/Deduct the sum of _____ (\$ _____)
Dollars

ALTERNATE 4: Add/Deduct the sum of _____ (\$ _____)
Dollars

Following Unit Prices shall be expressed in words and figures. In case of discrepancy, amount shown in words will govern. See Division 01 for descriptions.

UNIT PRICE 1, additive:

The sum of _____ (\$ _____) Dollars Per _____.

UNIT PRICE 1, deductive:

The sum of _____ (\$ _____) Dollars Per _____.

UNIT PRICE 2, additive:

The sum of _____ (\$ _____) Dollars Per _____.

UNIT PRICE 2, deductive:

The sum of _____ (\$ _____) Dollars Per _____.

UNIT PRICE 3, additive:

The sum of _____ (\$ _____) Dollars Per _____.

UNIT PRICE 3, deductive:

The sum of _____ (\$ _____) Dollars Per _____.

Bidder agrees that this Bid shall be good and will not be withdrawn for period of 60 calendar days after date for opening of bid.

Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities or irregularities therein.

Bid Security attached in sum of _____ (\$ _____), as required by Instructions to Bidders, becomes property of Owner in event contract agreement is not executed and Performance Bond, and Labor and Material Payment Bonds are not delivered within time set forth.

Upon notice of award of this Bid, bidder and Owner will execute Contract Agreement prior to start of Work, but not later than 15 days after Notice to Proceed.

Use of American Institute of Architects document: A101 Standard Form of Agreement Between Owner and Contractor, 2007 edition, is hereby made a requirement of the Contract Documents.

If awarded a contract, Contractor shall furnish Performance Bond, and Labor and Material Payment Bond within three days following date agreement is entered into, and prior to commencement of Work. The bidder's Surety for Performance and Payment Bonds will be: _____

Bidder acknowledges receipt of following addenda: _____.

Respectfully submitted,

Contractor License Number: _____

Expiration Date: _____

Signature if an Individual: _____

Doing Business as: _____

Business Address: _____

If a Partnership: _____

By: _____

Member of Firm

Member of Firm

Business Address: _____

If a Corporation _____

By: _____ Title: _____

Business Address: _____

Telephone Number: _____

END OF SECTION

SECTION 00 72 07

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION - 2007

This Section modifies THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201-2007 General Conditions of the Contract for Construction, Copyright © 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. Deletions from AIA A201-2007 are indicated by ~~strike through~~ of text, and modifications to, and additions to AIA A201 text are indicated by **bold text.**

for the following Project:

(Name, location, and detailed description)

Name: SAC Federal Credit Union Tenant Fit-out
Location: 1001 Farnam Street, Omaha, NE 68102
Description: Fit-out of tenant space, including exterior improvements, for use as a bank branch facility

The Owner:

(Name, address and other information)

Name: SAC Federal Credit Union
Address: 7148 Towne Center Parkway
City: Papillion
State: NE 68046
Phone: 402-292-8000

The Architect:

(Name, address and other information)

Name: HDR Architecture, Inc.
Address: 8404 Indian Hills Drive
City: Omaha
State: NE 68114-4098
Phone: 402-399-1000

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

ARTICLE 1 GENERAL PROVISIONS

- 1.1 BASIC DEFINITIONS
- 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
- 1.3 CAPITALIZATION
- 1.4 INTERPRETATION
- 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
- 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
- 1.7 EXECUTION OF CONTRACT DOCUMENTS
- 1.8 PARTNERING

ARTICLE 2 OWNER

- 2.1 GENERAL
- 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
- 2.3 OWNER'S RIGHT TO STOP THE WORK
- 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

ARTICLE 3 CONTRACTOR

- 3.1 GENERAL
- 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
- 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
- 3.4 LABOR AND MATERIALS
- 3.5 WARRANTY
- 3.6 TAXES
- 3.7 PERMITS, FEES AND NOTICES, AND COMPLIANCE WITH LAWS
- 3.8 ALLOWANCES
- 3.9 SUPERINTENDENT
- 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES
- 3.11 DOCUMENTS AND SAMPLES AT THE SITE
- 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- 3.13 USE OF SITE
- 3.14 CUTTING AND PATCHING
- 3.15 CLEANING UP
- 3.16 ACCESS TO WORK
- 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
- 3.18 INDEMNIFICATION

ARTICLE 4 ARCHITECT

- 4.1 GENERAL
- 4.2 ADMINISTRATION OF THE CONTRACT

ARTICLE 5 SUBCONTRACTORS

- 5.1 DEFINITIONS
- 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
- 5.3 SUBCONTRACTUAL RELATIONS
- 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
- 6.2 MUTUAL RESPONSIBILITY
- 6.3 OWNER'S RIGHT TO CLEAN UP

ARTICLE 7 CHANGES IN THE WORK

- 7.1 GENERAL
- 7.2 CHANGE ORDERS
- 7.3 CONSTRUCTION CHANGE DIRECTIVES
- 7.4 MINOR CHANGES IN THE WORK

ARTICLE 8 TIME

- 8.1 DEFINITIONS
- 8.2 PROGRESS AND COMPLETION
- 8.3 DELAYS AND EXTENSIONS OF TIME

ARTICLE 9 PAYMENTS AND COMPLETION

- 9.1 CONTRACT SUM
- 9.2 SCHEDULE OF VALUES
- 9.3 APPLICATIONS FOR PAYMENT
- 9.4 CERTIFICATES FOR PAYMENT
- 9.5 DECISIONS TO WITHHOLD CERTIFICATION
- 9.6 PROGRESS PAYMENTS
- 9.7 FAILURE OF PAYMENT
- 9.8 SUBSTANTIAL COMPLETION
- 9.9 PARTIAL OCCUPANCY OR USE
- 9.10 FINAL COMPLETION AND FINAL PAYMENT

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

- 10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS
- 10.2 SAFETY AND HEALTH OF PERSONS AND PROPERTY
- 10.3 HAZARDOUS MATERIALS OR SUBSTANCES
- 10.4 EMERGENCIES

ARTICLE 11 INSURANCE AND BONDS

- 11.1 CONTRACTOR'S LIABILITY INSURANCE
- 11.2 OWNER'S LIABILITY INSURANCE
- 11.3 PROPERTY INSURANCE
- 11.4 PERFORMANCE BOND AND PAYMENT BOND

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

- 12.1 UNCOVERING OF WORK
- 12.2 CORRECTION OF WORK
- 12.3 ACCEPTANCE OF NONCONFORMING WORK

ARTICLE 13 MISCELLANEOUS PROVISIONS

- 13.1 GOVERNING LAW
- 13.2 SUCCESSORS AND ASSIGNS
- 13.3 WRITTEN NOTICE
- 13.4 RIGHTS AND REMEDIES
- 13.5 TESTS AND INSPECTIONS
- 13.6 INTEREST
- 13.7 TIME LIMITS ON CLAIMS

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1 TERMINATION BY THE CONTRACTOR
- 14.2 TERMINATION BY THE OWNER FOR CAUSE
- 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE
- 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

ARTICLE 15 CLAIMS AND DISPUTES

- 15.1 CLAIMS
- 15.2 INITIAL DECISION
- 15.3 MEDIATION
- 15.4 ARBITRATION

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated ~~in the~~ **on attachments to 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, **Project Manual**, 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 **or a Change Proposal Request**, (3) a Construction Change Directive or (4) **a clarification, interpretation or** 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. **The Contract Documents executed in accordance with Subparagraph 1.7.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.**

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. **Although not indicated, Work includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete, and functional installation.**

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.

1.1.9 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include introductory information (e.g. Table of Contents), Procurement Requirements (e.g. solicitation, instructions for procurement, available information, procurement forms and supplements, bid forms), Contracting Requirements (e.g. contracting forms, Agreement forms, General Conditions, Supplementary Conditions) and Specifications.

1.1.10 FURNISH

Unless specifically limited in context, the word “furnish” and any derivatives thereof mean; deliver indicated items, materials, equipment, apparatus, appurtenances, and all items necessary for a complete and proper installation to Project site and stored in secure location.

1.1.11 INSTALL

The word “install” and any derivatives thereof mean; incorporate indicated items, materials, equipment, apparatus, appurtenances, and all items necessary into the Work including all necessary labor, materials, and connections to perform a proper and complete installation ready for operation or use, including but not limited to unpacking and assembly if necessary.

1.1.12 PROVIDE

The word “provide” and any derivatives thereof mean; furnish and install as defined above.

1.1.13 THE CONTRACTOR SHALL

In interest of being concise; sentences, statements, and clauses may be verb phrases with expressed verbs such as “furnish,” “install,” “provide,” “perform,” “construct,” “erect,” “comply,” “apply,” “submit,” etc. Any such sentences, statements, and clauses are to be interpreted to include the applicable form of the phrase “the Contractor shall” preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.

1.1.14 EVALUATION

The word “evaluation” and any derivative thereof, as used in reference to Architect mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of materials or other Work that is in place.

1.1.15 INSPECT

The word “inspect” and any derivative thereof, as used in reference to the Architect shall mean; Type of evaluation that a reasonably prudent Architect, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not “inspections” as would necessarily disclose a defect.

1.1.16 SEE

In interest of conciseness, references to specification sections and details are preceded by the word “see”. Any such references are to be interpreted to include applicable form of phrase “, and comply with,”.

1.1.17 INDICATED and SHOWN

The word “indicated” or “shown” and any derivative thereof shall mean; as detailed, scheduled, schematically depicted or stated in Contract Documents.

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, nor to limit the scope of work performed by any trade or by any Subcontractor or supplier.

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

1.2.4 **General Conditions and Supplementary Conditions, and General Requirements apply to all of the Contract Documents.**

1.2.5 **References to “match existing” in Contract Documents refer to existing finishes, materials and qualities which have been used in adjacent portions of existing facilities.**

1.2.6 **Material designations or details not specifically shown shall either match existing or be similar in finish, material, or quality to similar adjacent conditions.**

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, **unless indicated differently in the Owner-Architect Agreement.** 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.

1.5.3 **CONTRACTOR’S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM.**

1.5.3.1 Architect may furnish or sell at an agreed upon cost to Contractor, Subcontractor, Sub-Subcontractor, and material and equipment supplier, or others, versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Section 1.7.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.5.3.2 If required to be furnished or if furnished, Architect or Architect's Consultants will furnish electronic data in software format in use by Architect at the time Architect's services are performed. Contractor, any Subcontractors or Sub-Subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Architect, Architect's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Architect, Architect's consultants and Owner from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

1.5.3.3 The Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Architect or Architect's consultants from the system and format used by the Architect or Architect's consultants to an alternative or upgraded system or format, whether performed by Architect, Architect's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Architect and/or Architect's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Architect, Architect's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages, and costs arising out of or in any way connected with the conversion of electronic data supplied by the Architect or Architect's consultants.

1.5.3.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Architect and Architect's consultant, and any professional seals and signatures shall be removed from the documents.

1.5.3.5 In consideration for the use of the Drawings, Specifications and other documents, including those in electronic form, Contractor, Subcontractor, Sub-subcontractor, material and equipment supplier, and others agree to indemnify, defend and hold harmless the Architect, Architect's consultants and Owner from and against, any claim or liabilities arising out of such use.

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.

1.7 EXECUTION OF CONTRACT DOCUMENTS

1.7.1 The Contract Documents shall be enumerated on attachment(s) to the Agreement, and attachment(s) shall be signed by the Owner and Contractor.

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.

**2.1.1.1 Owner as referred to in these documents is:
SAC Federal Credit Union
7148 Towne Center Parkway
Papillion, NE 68046**

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, **or as required by applicable law**, 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~~, **Section 3.7**, 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, **and complete and accurate to the best of the Owner's information and belief**. 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.~~
- 2.2.5 **Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing.**
- 2.2.5.1 **Reissued Drawings will be provided in same file format.**
- 2.2.5.2 **Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.**
- 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.

2.4.1 Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety, if any, for method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Architect's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

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 **Work** 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 **properly prepared, timely** request for information (**RFI**) 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, **unless they bear upon construction means, methods, techniques or safety and health precautions** but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information (**RFI**) 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, **interpretations**, 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.

3.2.5 **Requests for Information (RFI): See Division 1.**

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~~ **Whether or not** the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall **review, substantiate, and comply with current industry execution standards and manufacturer’s current execution instructions and** 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.

3.3.1.1 **Coordination Drawings: See Division 1.**

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.

3.3.4 **Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.**

3.3.5 **The Contractor shall employ Licensed Surveyor to locate and stake out the Work and establish necessary reference and benchmarks. Work from established benchmarks and reference points, layout and correctly establish all lines, levels, grades, and locations of all parts of their own Work and be responsible for their accuracy and proper correlation with Work and established data.**

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.

3.4.1.1 **Delivery, handling and storage of materials and equipment: See Division 1.** -----

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 **if allowed by Contract Documents and** with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive, **or by Owner's approval of a Substitution Request.** -----

3.4.2.1 **After execution of Contract, Owner and Architect will consider a formal request for substitution of products in place of those specified, but only under conditions set forth in Division 1 - General Requirements of Specifications, Section 01 25 13 - Substitution Procedures After Execution of Contract.** -----

3.4.2.2 **The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.** -----

3.4.3 The Contractor shall enforce **safety procedures**, 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. -----

3.4.4 **Acceptable Manufacturers and Products. See Division 1.** -----

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 **Owner or** Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. **Warranty is not limited by provisions of Paragraph 12.2.** -----

3.5.1 **Warranties and Guarantees: See Division 1.** -----

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 **Contractor's bids are** were received or negotiations **between Owner and Contractor were** 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~~ **Owner** shall secure and pay for the building permit. **The Contractor shall secure and pay** ~~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.

3.7.1.1 **Owner will secure and pay for building permit.**

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, **including, but not limited to, any penalties, fines or other damages realized.**

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~~ **evaluate within a reasonable time or have investigated** 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 in writing. 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 **as defined by the Architect** 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.

3.10.4 Construction Schedules: See Division 1.

3.10.5 Progress Reports: See Division 1.

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.

3.11.1 Project Record Documents: See Division 1.

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 **and Subcontractor** represents to the Owner and Architect that the Contractor **and Subcontractor** has (1) reviewed and approved them, (2) **have reviewed for compliance with the Contract Documents**, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and ~~(3)~~ (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, **and have approved the submittal.**
- 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~~ **the appropriate** 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~~ **appropriate** 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.

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and **one (1)** resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

3.12.12 **Submittal Procedures: See Division 1.**

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.

3.13.1 **Coordination with Occupants: See Division 1.**

3.13.2 **Construction Facilities, Temporary Controls, and Utilities: See Division 1.**

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.

3.14.3 **Cutting and Patching: See Division 1.**

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, **after reasonable notice from Owner of such failure**, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor. -----

3.15.3 **Cleaning: See Division 1.** -----

3.16 ACCESS TO WORK
The Contractor shall provide **governmental authorities who lawfully request access to the Work**, the Owner and Architect **proper facilities and equipment for** access to the Work in preparation and progress wherever located, **whether or not, such Work is fabricated, installed or completed.** -----

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

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

ARTICLE 4 ARCHITECT -----

4.1 GENERAL

4.1.1 The Owner shall retain an Architect lawfully licensed to practice Architecture or an entity lawfully practicing Architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. **The term "Architect" means the Architect or the Architect's authorized representative, or such representative as the Architect may designate, who may be employed by the Architect as a consultant.**

4.1.1.1 **Each of these terms; "Architect," "Engineer," "Architect/Engineer," "A/E," or "Engineer/Architect" shall mean HDR Architecture, Inc., or an affiliate as otherwise provided in Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.**

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; **however, such authority shall not be considered or construed as creating a fiduciary relationship between the Architect and Owner.**

4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed ~~with the~~ **by Owner and Architect, and as Architect deems necessary**, to become generally familiar with the progress and **aesthetic** 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 **general** accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site **evaluations or** 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 **or health** 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, or failure to complete the Work on schedule. 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 **Documents**. Communications by and with the Architect's consultants shall be through the Architect, **unless otherwise approved by 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. **All costs made necessary by such failure, including those of repeated procedures, shall be at Contractor's sole expense, including compensation for Architect's services and expenses.**

- 4.2.7 **In accordance with Architect's approved submittal schedule**, 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. **Such review and action on the part of the Architect is limited to only those submittals required by 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 **by the Architect, Architect's consultants, and Owner, if needed.** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details **and information** 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 **or approval** 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 **or health** 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, **or other change documents for changes in the Work for the Owner's approval and execution**, and **the Architect** 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 **and Owner** will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. **The Architect will** issue Certificates of Substantial Completion pursuant to Section 9.8. **The Architect may** receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract **Documents** and assembled by the Contractor pursuant to Section 9.10; and Architect **will** issue a final Certificate for Payment pursuant to Section 9.10, **and based upon the final inspection indicating the Work complies in general with the requirements of the Contract Documents.**
- 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.~~ **21 days after written request is received.**

- 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.~~ **21 days after written request is received.** 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.
- 5.1.3 **Architect and Architect’s consultants may, but are not required to, communicate directly with any Subcontractor, Sub-Subcontractor, or materials supplier when it is necessary to obtain information necessary for the Architect or Architect’s consultants to complete its services on the Project. The Architect shall endeavor to keep Contractor informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.**

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~~ **within 14 days** after award of the Contract, shall furnish in writing to the Owner ~~through~~ **and** 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 **Owner or 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. **Acceptance of or failure to object to any or all listed Subcontractors by the Owner or Architect does not relieve Contractor from any responsibility for their Subcontractors.**

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.

5.3.1 Contractor is fully responsible for acts and omissions of Subcontractors, and persons either directly or indirectly employed by them, or under their control, as Contractor is for their own employees.

5.3.2 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-Subcontractor or other tiers, and Owner or Architect, except for provisions in Paragraph 5.4.

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.

5.4.4 Contractor shall provide copies of its subcontracts, agreements, and current information on status of its accounts, upon demand by Owner.

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.~~

6.1.4 Work By Others: See Division 1.

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, 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, **after reasonable written notice**, may clean up and then ~~Architect~~ will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.0 CHANGES IN THE WORK PROCEDURES: See Division 1.

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.
- 7.3.4.1 Unit Prices: See Division 1.**
- 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, **or a Notice to Proceed.**

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 **or store materials or equipment on site** 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.
- 8.2.4 **Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.**
- 8.2.5 **Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems.**
- 8.2.6 **Whenever it becomes apparent that any activity completion date may not be met, due to delays caused by Contractor or Subcontractor, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;**
 - .1 **increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,**
 - .2 **increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,**
 - .3 **reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.**
- 8.2.7 **If Contractor fails to take any of actions indicated in Subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.**
- 8.2.8 **Contractor shall bear cost of any services of Architect made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.**
- 8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 **Except as otherwise provided in the Contract Documents, 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, **adverse weather conditions as provided for in 15.1.5.2**, 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; **if allowed by the Contract Documents**, 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 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~
- 8.3.3 **If Contract Time is extended pursuant to Paragraph 8.3, such extension shall be exclusive remedy of Contractor, and said Contractor shall not be entitled to recover damages from Owner or Architect.**
- 8.3.4 **Owner's exercise of any of its rights under ARTICLE 7 - CHANGES IN THE WORK regardless of the extent of number of such changes, or requirement of correction or re-execution of defective work, or extent of number of Architect's interpretations or clarifications of the Contract Documents, shall not under any circumstances be construed as neglect or intentional interference with Contractor's performance of the Work.**

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**
Unless otherwise provided in the Contract Documents: 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.
- 9.2.1 **Application for Payments and Schedule of Values: See Division 1.**
- 9.3 **APPLICATIONS FOR PAYMENT**

9.3.1 Unless otherwise provided in the Contract Documents: 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 Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which 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.

9.3.4 Application for Payments and Schedule of Values: See Division 1.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment **and the Architect's site visit**, 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.

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment **with the recommendation of the Contractor**, 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 Subparagraph 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 **observed aesthetic** quality of the Work is in **general** accordance with the Contract Documents. **The Architect's Certificate for Payment shall be based, in part, on the recommendation of the Contractor.** The foregoing representations are subject to an evaluation of the Work for **general** 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 **evaluations or** 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, **or**
- .8 failure to comply with the approved Project construction schedule;**
- .9 erroneous estimates by the Contractor or a Subcontractor of values of Work performed; or,**
- .10 the existence of any event of default under 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.~~

9.6.1.1 **Owner will make monthly partial payments to Contractor within ____ days after receipt of Certificate for Payment from Architect.**

9.6.1.2 **Owner may withhold payment to Contractor notwithstanding Architect's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.**

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 (**if a part of the Contract Documents**), 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 **general** accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- 9.8.2 **Unless otherwise provided in the Contract Documents:** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall **thoroughly inspect the Work, and** prepare and submit to the Architect a comprehensive list of items to be completed or corrected ~~prior to final payment.~~ , **Contractor's Notice of Substantial Completion, and a written request for Architect's review of the Work. The Contractor shall proceed promptly to correct and complete the items on the list.** 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 **Unless otherwise provided in the Contract Documents:** ~~Upon~~ **After** receipt of the **Contractor's Notice of Substantial Completion and the Contractor's list,** the Architect ~~and Owner~~ will make ~~an~~ inspections to determine whether the Work or designated portion thereof is substantially complete. If the Architect's ~~and Owner's~~ inspections discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in **general** 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 **another Contractor's Notice of Substantial Completion and** 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.
- 9.8.6 **Contract Closeout: See Division 1.**
- 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, **or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion**, 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 **Unless otherwise provided in the Contract Documents: The Contractor shall inspect the Work to determine that it is sufficiently complete in general accordance with the Contract Documents, and the Contract is fully performed.** Upon receipt of ~~the Contractor's Notice of Final Completion, the Contractor's~~ written notice **certifying** that the Work is **sufficiently complete in general accordance with the Contract Documents, that the Contract is fully performed, that the Work is** ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Architect **and Owner** will ~~promptly~~ **promptly in a reasonable time** make such inspection and, when the Architect **and Owner** finds the Work acceptable under the Contract Documents and the Contract ~~fully~~ **sufficiently** 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 **and Owner's** on-site visits and inspections, the Work has been **sufficiently** completed in **general** 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 Unless otherwise provided in the Contract Documents: 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, **for the Owner's review and approval.** 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.

9.10.3.1 Final payment constituting entire unpaid balance of Contract Sum will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has been issued by Architect.

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, **or**
- .4 non-conforming, faulty or defective Work appearing at or after final payment.**

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.

9.10.5 Contract Closeout: See Division 1.

9.11 PENALTY AND BONUS

9.11.1 Penalty: Contractor shall pay to Owner sum of _____ dollars (\$_____) for each calendar day beyond established Substantial Completion date that Work is not Substantially Complete.

9.11.2 Bonus: Owner shall pay to Contractor sum of _____ dollars (\$_____) for each calendar day preceding the established Substantial Completion date that Work is determined to be Substantially Complete.

9.11 LIQUIDATED DAMAGES

9.11.1 Owner will suffer financial loss if Project is not Substantially Complete on date set forth in Contract. Contractor and Contractor’s Surety, if any, shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agreed to as liquidated damages, for each calendar day of delay after date established for Substantial Completion until the Work is Substantially Complete: _____ dollars (\$_____)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

10.2 SAFETY AND HEALTH 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, to include but not limited to the Owner and Architect, and their consultants and employees;
.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, standards, rules and regulations, and lawful orders of public authorities including reference standards issued under the Occupation Safety Act, and the Occupational Safety and Health Administration bearing on safety and health 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, **such as driving or removal of piles, wrecking, demolition, excavation or other similar potentially dangerous work is necessary**, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, **and shall give Owner reasonable advanced notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Architect, and their consultants and employees resulting from prosecution of such work.**

10.2.4.1 Use or storage of explosives is prohibited.

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, **properly trained, and qualified** member **or members** of the Contractor's organization at the site whose ~~duty~~ **duties** shall be the prevention of accidents, **damage to property, and to supervise and train personnel in the use of dangerous and hazardous equipment, materials, and substances necessary for the execution of the Work.** 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, **including new construction or existing facilities** to be loaded **with weights that will exceed design loads or** so as to **endanger persons or property or** 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.

10.2.9 Contractor shall give notice in writing at least 48 HRS or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, Owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Architect resulting from performance of such Work in connection with or arising out of Contract.

10.2.10 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.11 Temporary items such as, but not limited to; scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Architect or their representatives to determine if Contractor, Subcontractors, or their representatives are in compliance with the aforementioned regulations.

10.2.12 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Architect for their respective failure to comply with this provision.

10.2.13 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Architect for Project site safety conditions created or controlled by the Contractor, that result in the Architect receiving a citation under the OSHA multi-employer citation provision.

10.2.14 The Contractor shall notify Owner's and Architect's personnel upon arrival to the Project site of any known safety or health hazards at the Project, and the precautions they should take.

10.2.15 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Architect to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.16 The Architect's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

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 **hazardous** 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, **with a copy to the Architect.**

10.3.1.1 **The term “hazardous materials or substance” also includes, but is not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants, or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.**

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 **hazardous** material or substance reported by the Contractor and, in the event such **hazardous** 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~~ **Contractor** 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~~ **has** 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 ~~and Architect~~ shall not be responsible under this Section 10.3 for **hazardous** materials or substances the Contractor brings to the **Project** site unless such materials or substances are required by the Contract Documents ~~and the Contractor so notified the Owner and Architect.~~ **The Contractor shall notify the Owner and Architect prior to bringing any hazardous material or substance onto the Project site.** 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 **hazardous** 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.
- 10.3.7 **The Architect and Architect's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.**
- 10.4 EMERGENCIES
In an emergency affecting safety **or health** 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.
- 10.5 **The Contractor shall promptly report in writing to Owner and Architect all accidents arising out of or in connection with the performance of the Work, whether on or off the site, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Architect.**

ARTICLE 11 INSURANCE AND BONDS

Contact Owner for Owner's Insurance and Bond requirements and necessary modifications to this Article.

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;
 - .1 Claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, **including private entities performing Work at site and exempt from coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at same limits specified for mandatory coverage for duration of Project;**

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, **or persons or entities excluded by statute from requirements of Clause 11.1.1.1, but required by Contract Documents to provide insurance required by that Clause;**
- .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.
- .9 **Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:**
 - (1) **Premises Operations (including X, C and U coverages as applicable).**
 - (2) **Independent Contractors' Protective.**
 - (3) **Products and Completed Operations.**
 - (4) **Personal Injury Liability with Employment Exclusion deleted.**
 - (5) **Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.**
 - (6) **Owned, non-owned, and hired motor vehicles.**
 - (7) **Broad Form Property Damage including Completed Operations.**
- .10 **If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.**

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.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

- .1 **Workers' Compensation:**
 - (a) **State:** _____ **Statutory**
 - (b) **Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):** **Statutory.**
 - (c) **Maritime:** \$ _____
 - (d) **Employer's Liability:**
 - \$ _____ **each accident**
 - \$ _____ **disease, policy limit**
 - \$ _____ **disease, each employee**

- (e) Benefits required by union labor contracts: As applicable
 - .2 Comprehensive or Commercial General Liability, including Premises Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage:
 - (a) Bodily Injury:
 - \$ _____ each occurrence
 - \$ _____ aggregate
 - (b) Property Damage:
 - \$ _____ each occurrence
 - \$ _____ aggregate
 - (c) Products and Completed Operations Insurance to be maintained for a minimum period of _____ year(s) after final payment
 - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (e) Broad Form Property Coverage shall include Completed Operations.
 - .3 Contractual Liability:
 - (a) Bodily Injury:
 - \$ _____ each occurrence
 - (b) Property Damage:
 - \$ _____ each occurrence
 - \$ _____ aggregate
 - .4 Personal Injury, with Employment Exclusion deleted:
 - \$ _____ aggregate
 - .5 If the General Liability Coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate shall be not less than \$ _____ and it shall apply, in total, to this Project only.
 - (b) Fire Damage Limit shall be not less than \$ _____ on any one Fire.
 - (c) Medical Expense Limit shall be not less than \$ _____ on any one person.
 - .6 Umbrella Excess Liability:
 - \$ _____ over primary insurance.
 - \$ _____ retention for self-insured hazards each occurrence.
 - .7 Business Auto Liability, including owned, non-owned and hired vehicles:
 - a. Bodily Injury:
 - \$ _____ each person
 - \$ _____ each accident
 - b. Property Damage:
 - \$ _____ each occurrence
- Note: The State of _____ has a no fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
- .8 Aircraft Liability, owned and non-owned, when Aircraft are used in performance of Contract, with limits proposed by Contractor for Owner's approval.
 - .8 Aircraft Liability, owned and non-owned, when used in performance of Contract applicable, with the following limits:
 - a. Bodily Injury:
 - \$ _____ each person
 - b. Property Damage:
 - \$ _____ each occurrence

- .9 Watercraft Liability, owned and non-owned, when used in performance of Contract, with limits proposed by Contractor for Owner's approval. -----
- .9 Watercraft Liability (owned and non-owned) when used in performance of contract, with the following limits: -----
- a. Bodily Injury: -----
- \$ _____ each person -----
- b. Property Damage: -----
- \$ _____ each occurrence -----
- .10 Umbrella Excess Liability: -----
- \$ _____ over primary insurance. -----
- \$ _____ retention for self-insured hazards each occurrence. -----

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. -----

11.1.3.1 Insurance certificates shall be provided on ACORD Certificate of Insurance document 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S -----

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. -----

- 11.2 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract. -----
- .1 Bodily Injury: -----
 - \$ _____ each occurrence -----
 - \$ _____ aggregate -----
 - .2 Property Damage: -----
 - \$ _____ each occurrence -----
 - \$ _____ aggregate -----

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 ~~Unless otherwise provided, the Owner~~ **The Contractor** shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 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. **The form of the policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-Subcontractors as their interests may appear in amount equal to Contract Sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.**

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.

11.3.1.1.1 **The form of policy for this coverage shall be Completed Value.**

11.3.1.1.1 **The form of policy for this coverage shall be Reporting.**

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. **Property insurance is written with a deductible of \$ _____ per occurrence with a deductible aggregate of \$ _____.**

11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles. **This property insurance shall be written with no deductibles.**

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.

11.3.1.4 ~~This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~ **Contractor shall provide property insurance coverage for portions of Work stored off-site at value established in approval of such storage, and also for portions of 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.

11.3.2.1 **The Owner shall provide Boiler and Machinery insurance with a limit of \$ _____.**

11.3.2.2 **Objects to be insured:**

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.

11.3.3 LOSS OF USE OF INSURANCE..

~~The Owner, at the Owner’s option, may~~ **The Contractor shall** 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. **Provide the insurance with the following dollar limits**
\$ _____.

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.

11.3.6 Before an exposure to loss may occur, the ~~Owner~~ **Contractor** shall file with the ~~Contractor~~ **Owner a copy two certified copies of each policy or policies that includes insurance coverages required by this Paragraph 11.4 providing this Property Insurance coverage, each containing those endorsements specifically related to the Project.** 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.

11.3.7 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 Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the ~~Owner~~ **Contractor** 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.

11.3.8 A loss insured under ~~Owner's~~ **this** property insurance shall be adjusted by the ~~Owner~~ **Contractor** as fiduciary and made payable to the ~~Owner~~ **Contractor** as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.4.10. 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.

11.3.9 If required in writing by a party in interest, the ~~Owner~~ **Contractor** as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the ~~Owner's~~ **Contractor's** duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The ~~Owner~~ **Contractor** shall deposit in a separate account proceeds so received, which the ~~Owner~~ **Contractor** shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration (**if allowed**) award in which case the procedure shall be as provided in Paragraph 4.6. 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 (**if allowed**) 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.

11.3.10 The ~~Owner~~ **Contractor** as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the ~~Owner's~~ **Contractor'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 (**if allowed**) as the method of binding dispute resolution, the ~~Owner~~ Contractor 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~~ **shall** 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.

11.4.1.1 Use American Institute of Architects document: **A312 Performance Bond, and A312 Labor and Material Payment Bond, most current edition.**

- 11.4.1.2 Provide in amount equal to 100 PCT of Contract Sum. Provide Surety on such bonds licensed to do business in state where Project is located. Write bonds in favor of Owner.
- 11.4.1.3 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.
- 11.4.1.4 Contractor shall deliver required bonds to Owner with copies to Architect prior to or upon the date Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.
- 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.
- 11.4.3 Contractor shall keep surety informed of progress of Work, and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

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, **Owner's or governing authority'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, **Owner's, or governing authority's** examination and be replaced at the Contractor's expense without change in the Contract Time.
- ~~12.1.1 If a portion of the Work is covered contrary to the Architect's, **Owner's, Inspector of Record's or governing authority's** request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or **Inspector of Record**, be uncovered for the Architect's, **Owner's, Inspector of Record or governing authority'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, **Owner or governing authority** has not specifically requested to examine prior to its being covered, the Architect, **Owner or governing authority** 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, **Owner or governing authority** 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.

~~12.2.1 The Contractor shall promptly correct Work rejected by the Architect, **Owner, Inspector of Record or governing authority** 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 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.

12.2.2.4 **Upon request of the Owner, and prior to the expiration of one year from date of Substantial Completion, the Architect may conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.**

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. **Contractor shall bear all actual direct and indirect costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of architects, engineers, testing agencies, consultants, attorneys, and other professionals).** Such adjustment shall be effected whether or not final payment has been made. **If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.**

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.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Architect. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

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 **testing agency, Project Inspector (if any), public authorities, and (if requested)** Architect timely notice of when and where tests and inspections are to be made so that ~~the Architect~~ they 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, **Project Inspector (if any)** 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 **Project Inspector (if any) or 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 **testing agency, Project Inspector (if any), governing agency, and (if requested) Architect** of when and where tests and inspections are to be made so that ~~the Architect~~ **they** 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, **laws, ordinances, rules or regulations**, 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 **and Project Inspector (if any)**.

13.5.5 If the Architect, **Owner, or Project Inspector (if any)** is to observe tests, inspections or approvals required by the Contract Documents, ~~the Architect~~ **they** 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.

13.5.7 Tests and Inspections: See Division 1 for additional requirements.

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.

13.6 ~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at _____ percent (____%) per annum 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.

13.8 EQUAL OPPORTUNITY

- 13.8.1 Contractor shall maintain policies of employment as follows:**
- .1 Contractor and Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.**
 - .2 Contractor and Contractor’s Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.**

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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 PCT 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.

15.1.1.1 Claims shall contain following:

- .1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;**
- .2 Nature of occurrence or condition giving rise to the Claim;**
- .3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;**
- .4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;**
- .5 An estimate of the effect upon Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Architect, this shall include showing in CPM format, both critical and non-critical path activities affected, and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.**

15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor **initiated prior to Final Payment** 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 **and submitted** 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. **Only delays impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.**

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.

15.1.5.3 Acceptable data for substantiating a claim for additional time due to abnormal weather conditions will be the records of the National Oceanographic and Atmospheric Administration (NOAA) for the prior 10 years. In the absence of NOAA records for a specific Project site, upon mutual agreement, local official records will be the basis. Furthermore, the effect of such abnormal weather must be demonstrated.

15.1.5.4 Claims for increase in Contract Time shall set forth in detail the circumstances that form basis for Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Architect may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming basis of Claim.

15.1.5.5 Contractor shall not be entitled to a separate increase in Contract Time for each one of number of causes of delay which may have concurrent or interrelated effects on progress of Work, or for concurrent delays due to fault of Contractor.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor, Architect and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to:

- .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.

15.1.7 If, before expiration of 30 days from date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to Contractor a similar mutual waiver of all claims from Architect against Contractor for consequential damages which Architect may incur as a result of any act or omission of Owner or Contractor, then the waiver of consequential damages by Owner and Contractor contained in Subparagraph 15.1.6 shall be applicable to claims by Contractor against Architect.

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~~ 21 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~~ **Within 21 days of** 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 therefore; 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 **if allowed by this Section.**
- 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 **Architect or 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 **Architect or 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, **if a part of this Section.**

15.3.2 The parties shall endeavor to resolve their Claims ~~by mediation which, unless the parties mutually agree otherwise,~~ **disputes, and other matters in question between themselves prior to mediation, arbitration or litigation. If mediation is mutually agreed upon, said mediation** shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect, **unless the parties mutually agree upon other rules,** 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, **if a part of this Section,** 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, **Architect**, 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.

END OF SECTION

SECTION 01 11 16
WORK BY OWNER OR BUILDING OWNER

PART 1 - GENERAL

1.1 SUMMARY

- A. Owner or Building Owner may perform work with their staff or may award separate contracts for performance of certain construction operations at site.
- B. Owner or Building Owner operations may be scheduled to be performed during Work under this Contract.
- C. Separate contracts include but are not limited to following:
 - 1. Equipment and items indicated in documents as Owner furnished.
 - 2. Owner furnished furnishing, such as, furniture, window coverings and art work.
 - 3. System installation in empty conduit as indicated in documents.
 - 4. Asbestos Abatement or Abatement of other hazardous materials.
 - 5. Refer to Documents for additional items.
- D. Contractors holding separate contracts with Owner or Building Owner to perform work for Owner or Building Owner may be non-union contractors.
 - 1. By executing this Contract, the Contractor and subcontractors acknowledge and have no objection and agree it will not impact the Project negatively.
- E. Schedule activities to minimize interference with work of others and cooperate with other parties involved in such concurrent Work.
- F. Cooperation by Contractor shall not be grounds for a claim of delay or additional cost.

END OF SECTION

SECTION 01 14 16
COORDINATION WITH OCCUPANTS AND WORK RESTRICTIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contractor use of site and premises.
- B. Working days and hours
- C. Directed premium time
- D. Future work.
- E. Work sequence.
- F. Owner occupancy.
- G. Disruption of existing services.

1.2 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit operations and use of site to "Limits of Construction," and as required to perform Work.
- B. Secure written approval of Building Owner to disturb portions of site beyond area of required Work.
 - 1. Obtain written approval from Building Owner at least seven (7) calendar days in advance when scheduling Work outside limits of construction.
 - 2. Provide Building Owner an estimate of time needed to perform Work outside limits of construction.
 - 3. Cutting, capping, and reconnecting utility systems outside limits of construction shall be performed by Contractor, unless otherwise noted.
 - 4. Conform to laws, ordinances, permits and regulations affecting Work on site.
 - 5. Maintain existing roads, streets, drives, parking lots, entrances and required fire exit ways clear and available at all times for their intended use.
 - a. Do not use these areas for parking, staging or storage without Building Owner's written approval.
 - b. Coordinate with Building Owner, and provide alternate routes for public and Building Owner access if normal routes are affected.
 - 6. Do not encumber site with equipment, materials or vehicles.
 - 7. Return improvements on, or about, site and adjacent property which are not shown to be altered, removed or otherwise changed; to conditions which existed previous to starting performance under Contract.
- C. Use of Facilities:
 - 1. Limit use and operation within existing facilities to areas indicated for construction Work and as required to perform Work.
 - 2. Areas within facility shall not be disturbed or disrupted.
 - 3. Do not interfere or inconvenience public, staff and Building Owner's or adjacent tenant's operation.
 - 4. Maintain and keep clear required fire exit ways throughout facility within and in vicinity of construction areas.
 - 5. Coordinate alternate temporary egress routes with Building Owner and Local Fire Authority.
 - 6. Do not load structure with weights that will endanger structure.
 - 7. Smoking is prohibited within facilities and on Building Owner's property.
 - 8. Audio devices and radios are prohibited, except two-way radios needed for Contractor's operations.

9. Limit use of two-way radios within occupied facilities, so not to disrupt occupants.
 10. Use of toilet facilities, washrooms, and telephones within existing facility or occupied areas is not allowed without Building Owner's written approval.
 11. Clothing with derogatory depictions, language, and/or slogans regarding alcohol, drugs, race or sexual in nature, shall not be worn on premises.
 12. Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
 13. Maintain existing building in weather tight condition throughout construction period.
 14. Repair damage and leaks caused by construction operations.
 15. Protect building and its occupants during construction period.
 16. Keep noise to a minimum in construction operation.
 17. Jack hammer use will not be permitted within existing building without Building Owner's consent.
 18. Derogatory language or graphic display of artifacts regarding race, sexual or religious in nature, shall not be used on premises.
- D. Limit Use of Site and Premises to Allow:
1. Adjacent tenant occupancy.
 2. Work by Others.
 3. Use of adjacent tenant space and adjacent parking area by public.

1.3 WORKING DAYS AND HOURS

- A. Days: Monday - Friday.
- B. Hours: Regular business hours as coordinated with Building Owner.
- C. Work performed during Holidays or other than normal working days or hours shall be scheduled in advance with, and approved by Owner and Building Owner.

1.4 DIRECTED PREMIUM TIME

- A. Actual premium wages paid for original contract Work directed by Owner to be performed other than normal working hours, including; social security taxes, unemployment insurance, and union fringe benefits if required by union agreements; to be without overhead and profit mark-ups.
 1. Owner approved scheduled utility line tie-in or shutdown affecting building operation that is not allowed to be competed during normal working hours shall be completed on premium time basis.

1.5 OWNER OCCUPANCY

- A. Owner intends to occupy ____ portion of Project by ____.
- B. Perform Work within existing building. Each Contractor will have access to areas in which work occurs, subject to rights of Building Owner.
- C. Building Owner's tenant will occupy adjacent space in existing building during life of this contract.
- D. Schedule work at such time and in such a manner to minimize interference and inconvenience to public, staff and Owner's tenant's operations.
- E. Obtain approval of Owner prior to commencement of work within adjacent tenant area of building.
- F. Area immediately surrounding all areas of Work shall be protected from danger of materials being dropped or dislodged.
- G. Carry out Work in a manner that does not impose hardship, danger, or inconvenience to public or staff.
- H. Prior to commencement of Work, Contractor and Owner and Building Owner shall jointly survey construction site and surrounding areas, making permanent record of such existing damage as cracks, malfunctioning utility equipment and fixtures, or other similar damage.

1. This record shall serve as a basis for determination of subsequent damage to these structures and adjacent areas due to Contractor's operations.
- I. Report damage to structures and adjacent areas not noted in original survey to Owner and Building Owner.
- J. Cooperate with Building Owner to minimize conflict and to facilitate Building Owner's operations.
- K. Schedule work to accommodate this requirement.

1.6 DISRUPTION OF EXISTING SERVICES

- A. Plan Work to minimize shutdown time of service.
 1. Request approval of a utility or equipment shutdown in writing to Building Owner not less than seven (7) working days before time shutdown is desired.
 2. Provide Building Owner an estimate of duration of shutdown and how facility is going to be affected.
 3. Coordinate with Building Owner's building engineering staff in advance of any shut down.
 4. Begin work only after engineering staff is fully informed and has agreed to schedule of shut offs.
 5. Do not cut into existing services without first verifying with Building Owner that service has been correctly identified and shut off.
 6. Operation of existing valves, switches, etc., to affect service shutdown will be completed by Building Owner, unless arranged otherwise.
- B. Limit duration of each such disruption of service to maximum of 4 HRS or as approved by Building Owner.
- C. Fabricate and install interconnecting portions of these systems prior to shut down for final connections.
- D. Maintain utilities or other service, indicated to be abandoned, in service or provide alternate means of service until new facilities are provided, tested, and put in operation.
- E. Maintain fire protection and fire alarm systems operational within existing facilities.
- F. Review existing conditions, drawings and other documents for proper coordination between new and existing construction.
- G. Active utilities whose locations are unknown to Building Owner but suspected to exist.
 1. Exercise caution of their existence. If encountered report to Building Owner for direction.
- H. Repair or replace to original conditions damage to existing structures, utilities and other items caused by Contractor's operations at Contractor's expense.

END OF SECTION

SECTION 01 21 16
CONTINGENCY ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Contingency Allowance is established to account for portions of Work that were not fully coordinated, incorporated, or documented in Contract Documents prior to award of contract.
- B. Some items may have been deferred to a later date when additional information is available for evaluation.
- C. Contingency Allowance is for exclusive use of Owner and Architect for changes as a result of design refinements, clarifications, inconsistencies, errors, omissions, and unanticipated design issues.
 - 1. Not for Contractor's unknown or unanticipated conditions or Owner's scope changes.
 - 2. Not for use by Contractor as Contractor's construction contingency.
 - 3. Not for Owner scope changes.
 - 4. Owner and Architect approval of contingency adjustment required prior to adjusting Contingency Allowance for approved changes.
 - 5. Contingency Allowance adjustments will include Contractor's related costs, and reasonable overhead and profit as stipulated in Contract Documents.

1.2 ALLOWANCE

- A. Contractor include in Base Bid Lump Sum and Contract Sum, Contingency Allowance equal to ten (10) percent of proposed bid amount.
 - 1. Include Contingency Allowance sum on Bid Form as separate line item.
 - 2. Base Bid Lump Sum and Contract Sum shall not include Contractor's overhead and profit on Contingency Allowance.
 - 3. At Project closeout and prior to Final Payment the final Contract Sum shall be adjusted accordingly by Change Order.
 - a. Amount of the Change Order shall reflect difference between actual costs of approved contingency adjustments and Contingency Allowance.

END OF SECTION

SECTION 01 22 00
UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Unit Price is an amount proposed by bidders, stated on Bid Form, as a price per unit of measurement for materials or services added to or deducted from Contract Sum by appropriate modification, if estimated quantities of Work required by Contract Documents are increased or decreased.
- C. Contractor to take all measurements and compute quantities.
 - 1. Assist by providing necessary equipment, workers, and survey personnel as required.
 - 2. Owner will confirm in field the Contractor's measurement of work-in-place that involves use of established unit prices.
 - 3. If disputes arise, Owner reserves the right to have this work measured, at Owner's expense, by independent surveyor acceptable to Contractor.

1.2 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in Bid Form are for bidding and contract purposes only.
- B. If actual work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
- C. If quantities originally contemplated are materially changed in a proposed change so that application of such unit prices to quantities of Work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted.

1.3 MEASUREMENT OF QUANTITIES

- A. Measurement by Area:
 - 1. Measured by square dimension using mean length and width or radius.
- B. Linear Measurement:
 - 1. Measured by linear dimension, at item centerline or mean chord.
- C. Stipulated Sum/Price Measurement:
 - 1. Items measured by area or linear means or combination, as appropriate, as a completed item or unit of work.

1.4 PAYMENT

- A. Payment Includes:
 - 1. Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection application or installation of an item of work; overhead and profit.
- B. Final payment for work governed by unit prices will be made on basis of approved measurements and quantities, multiplied by unit sum/price for work which is incorporated in or made necessary by the work.

1.5 UNIT PRICES

- A. Unit Price No.1: Additive or deductive cost per linear foot for Stucco Crack Repair. Assume 30 linear feet for bidding.
- B. Unit Price No.2: Additive or deductive cost per linear foot of joint for repointing masonry. Assume 1,300 linear feet for bidding.

- C. Unit Price No.3: Deductive cost per linear foot of interior perimeter insulated stud walls built to height of existing ornamental metal ceiling. Assume quantity indicated on drawings for bidding.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 23 00
ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section identifies each Alternate by number and describes basic changes to be incorporated into Work, only when that Alternate is made a part of Work by specific provisions in Construction Contract.
- B. Section includes only nontechnical descriptions of Alternates.
- C. Refer to Drawings for technical description of Alternates.
- D. Coordinate related Work, and modify surrounding Work as required to properly integrate Work under each Alternate and to provide complete construction required by Contract Documents.

1.2 DESCRIPTION

- A. Work includes:
 - 1. Indicate Alternate prices on Bid Form.
 - 2. Alternates will be selected after bids are evaluated.
 - 3. Selected Alternates will be made a part of Contract and final Contract Amount will be adjusted accordingly.
 - 4. Prices for Alternates not made a part of Contract shall be good for 60 days after date of Agreement.

1.3 ALTERNATES

- A. Alternate No.1: Provide fixed aluminum window in as indicated in the drawings.
- B. Alternate No.2: Provide prefabricated aluminum canopy as indicated in the drawings.
- C. Alternate No.3: Provide a Performance Bond equal to the amount of the contract, including all alternates.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 23 04
CHANGES IN WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section defines administrative and procedural requirements for handling and processing Changes in Work.
- B. Provisions within this section take precedence over provisions in General Conditions governing Changes in Work.
- C. Provisions followed by an asterisk (*) include some or all provision as obtained from AIA Document A201- General Conditions of the Contract for Construction.

1.2 DESCRIPTION

- A. Changes in Work may be accomplished after execution of Contract, and without invalidating Contract, by Change Order (CO), Change Proposal Request (CPR), Construction Change Directive (CCD) or order for a minor change in Work, subject to the limitations stated in this Section and elsewhere in Contract Documents. *
 - 1. A Change Order or Change Proposal Request shall be based upon agreement among Owner, Contractor and Architect.*
 - 2. A Construction Change Directive requires agreement by Owner and Architect and may or may not be agreed to by Contractor.*
 - 3. An order for a minor change in Work may be issued by Architect alone. *
- B. Changes in Work shall be performed under this Section and other applicable provisions of Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in a Change Order, Change Proposal Request, Construction Change Directive or order for a minor change in Work. *
- C. Contractor may anticipate a minimum of four (4) change documents being issued during Project duration: however such quantities shall not guarantee nor limit total quantity of changes.
- D. Manage changes issued so as not to adversely affect Project Schedule.
- E. Neither Owner nor Architect recognize “reservation of rights” or similar language from Contractor that would state or purport to preserve ability to make additional claims or demands related to a change, not in conformance with terms and provisions provided by Contract Documents.
 - 1. Claims or other demands for changes, compensation or an extension of time must be made in strict conformance with the provisions of Contract Documents.
 - 2. Agreement on any Change Order, Construction Change Directive or Change Proposal Request shall constitute a final settlement of the event and all matters related thereto.
 - 3. Contractor waives and releases Owner and Architect of direct material costs, labor costs, equipment costs, overhead and profit, costs or losses due to productivity loss, morale, attitude, staffing changes, supervision, acceleration, delay, interference, logistics, fatigue, ripple effect, overtime, time extensions related to costs, and other costs related to any change that are not expressly included in an agreement on any Change Order, Change Proposal Request or Construction Change Directive.
- F. Verbal or other informal orders provided by Owner or Architect should be considered as temporary or emergency instructions.
 - 1. Verbal or other informal orders shall be formally documented, using one of procedures indicated in this Section.
 - 2. Should Contractor choose to proceed with any verbal or informal instructions, Contractor does so at their own risk.

3. Should Contractor not receive written verification of verbal or informal instructions in a timely manner, Contractor should request verification using Request for Information (RFI) process.
 4. Contractor shall not proceed with verbal or informal instructions which may result in a change to Contract Sum or Contract Time, until an approved Change Order or Change Proposal Request is received.
- G. Incorporate approved changes in Project Record Documents and Construction Schedules for Project.
1. Submit revised schedules for Project to Owner and Architect.

PART 2 - PRODUCTION (NOT USED)

PART 3 - EXECUTION

3.1 CHANGE ORDERS*

- A. A Change Order (CO) is a written instrument prepared by Architect and signed by Owner, Contractor and Architect, stating their agreement upon following:
1. Change in Work,
 2. amount of adjustment, if any, in Contract Sum, and
 3. extent of adjustment, if any, in Contract Time.

3.2 CHANGE PROPOSAL REQUEST

- A. Change Proposal Request (CPR) is prepared and initiated by Architect at Owner's request or may be issued in response to an Request for Information which has a cost or time impact, or some other required or desired change in the Work that may require an adjustment to Contract Sum or Contract Time.
1. Change Proposal Requests will include a description of proposed change and may include supplemental or revised Drawings and Specifications, or written instruments prepared by Architect.
 2. Initiation and issuance of a Change Proposal Request is not direction to either stop Work in progress or to proceed with change.
 3. Architect will notify Contractor by email when document has been issued and posted to HDR's web-based Project Tracker Collaboration System (PTCS).
 4. Contractor will access Project Tracker Collaboration System to download electronic documents for further processing.
 5. Upon receipt, Contractor and Subcontractors shall review and evaluate scope of change, and potential impact on Project.
 - a. If potential impact to schedule, Contractor shall immediately initiate and forward Change Proposal Impact Evaluation to Owner for processing.
 - b. If potential impact, Owner may direct Contractor to stop Work in area affected by change to minimize cost impact, or may issue a Construction Change Directive directing Contractor to proceed with change.
 6. Evaluate Subcontractor's cost proposals, make recommendations and submit proposal to Architect on CPR form issued by Architect within twenty-one (21) days of receipt so not to delay progress of Project.
 - a. Proposals shall include Contractor's Cost Summary form from Contractor and each Subcontractor with complete itemized accounting, together with appropriate supporting data to substantiate adjustments in Contract Sum and Contract Time, including labor, materials and equipment.
- B. Method used to determine an adjustment in Contract Sum shall be limited to following:
1. Labor Wages:
 - a. Itemized by each craft involved, indicating hourly rate for each and hours required, excluding premium pay, paid to employees directly engaged in Work.

- b. Rates shall be actual rate paid the workman in accordance with established management labor agreements.
 - c. Labor rates indicated in Contractor Agreement or Subcontractor Agreements are not applicable if they cannot be substantiated in writing as direct labor burden when requested by Owner or Architect.
2. Labor Burden:
 - a. Percent of actual wages for each craft including:
 - 1) Mandatory fringe benefits required by established agreements.
 - 2) Health and Welfare.
 - 3) Pension.
 - 4) Apprenticeship and other required programs.
 - 5) Social Security.
 - 6) Unemployment Insurance.
 3. Subsistence, Mileage, or both:
 - a. If in union agreements.
 4. Materials and Equipment:
 - a. Materials incorporated in Work at Contractor's actual invoice cost, including freight and applicable sales tax, and any volume or other discounts.
 - b. Indicate rates and units required.
 5. Amount of credit allowed for a deletion or change which results in net decrease in Contract Sum shall be net cost.
 - a. When both additions and credits covering related Work or substitutions are involved in a change, allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
 6. Overhead and Profit:
 - a. Fifteen percent (15 PCT) of net increase of labor and material for work performed by own forces including, but not limited to:
 - 1) Project Manager.
 - 2) Estimating.
 - 3) Field supervision above foremen level superintendents.
 - 4) Assistant superintendents.
 - 5) General foremen.
 - 6) Engineers.
 - 7) Accountants.
 - 8) Timekeepers.
 - 9) Office managers and others on staff.
 - 10) Office supplies.
 - 11) Computers and software.
 - 12) Drinking water.
 - 13) Temporary heat.
 - 14) Temporary cooling.
 - 15) Light and power.
 - 16) Sanitation facilities.
 - 17) Small tools valued at \$500 or less.
 - 18) Record documents; and other
 - 19) Cost of materials, equipment or both not incorporated in Work or directly associated with Work, including home office and on site office costs.
 7. Directed Premium Time on Contract Work:
 - a. Actual premium portion of wages for original contract Work which was directed by Owner to be performed other than normal working hours, including:
 - 1) Social Security Taxes.
 - 2) Unemployment Insurance.
 - 3) Union Fringe Benefits if required by Union Agreements.
 8. Major Construction Equipment:
 - a. Owned:

- 1) Cost not to exceed eighty-five percent (85 PCT) of current prevailing rates or blue book rates for rental of appropriate equipment for job and time period of use.
 - b. Leased:
 - 1) Contractor's reasonable invoiced cost, except lease-purchase equipment which is considered "Contractor owned".
 - 9. Contractor's overhead and profit on Subcontractor's Work:
 - a. Contractor's overhead and profit on Subcontractor's Work shall not exceed five percent (5 PCT) on net increase of Work performed by Subcontractor.
 - 10. Subcontractor overhead and profit markup is not allowed on their Sub-subcontractor's Work.
 - 11. Subcontractor Cost:
 - a. Quote in same manner as prescribed herein for "Contractor".
 - 12. Bond and Insurance:
 - a. Actual amount based on net increase or deduct to be paid to surety and insurance carrier.
- C. Only delay impacting critical path of Work shall be considered when determining if Contractor is entitled to additional time.
- 1. If proposals include a change in time, Contractor shall substantiate number of days proposed.
 - a. An estimate of cost and of probable effect of delay of the Work progress and Project schedule shall be included to substantiate potential delay, including a comparison of Project Construction Schedule and schedules prepared to substantiate a change in time.
 - b. Indicate in CPM format both critical and non-critical path activities affected, and show Project Construction Schedule and change sequences, durations and float.
- D. Owner shall have right within its sole discretion to require Contractor to commence performance of changes to Work prior to submission by Contractor of proposal, or Owner's approval of proposal.
- 1. Proceed with Work upon receipt of a Construction Change Directive from Owner, and thereafter submit to Owner and Architect as soon as possible any cost proposal required for approval.
- E. Change Proposal Request signed by Contractor and Owner indicates agreement therewith, and shall be considered a Change Order.
- 1. Contractor is authorized to proceed with the change after Owner approval thereof.
- F. Construction Change Directive may be prepared if Contractor's proposal is not acceptable or change need be expedited to reduce or eliminate impact on project.

3.3 CONSTRUCTION CHANGE DIRECTIVES

- A. Written order prepared by Architect or Owner and signed by Owner, directing a change in Work prior to agreement on adjustment, if any, in Contract Sum, Contract Time, or both.
- B. Owner may by Construction Change Directive, without invalidating Contract, order changes in Work within general scope of Contract consisting of additions, deletions or other revisions, Contract Sum and Contract Time being adjusted accordingly.*
- C. Construction Change Directive may be used in absence of total agreement on terms of a Change Order or Change Proposal Request.*
- D. If Construction Change Directive provides for an adjustment to Contract Sum, the adjustment shall be based on one of 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 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,
 - 4. or as provided in Paragraph 3.2 B and C.

- E. Upon receipt of a Construction Change Directive, proceed with change in Work involved and advise Owner and Architect of Contractor's agreement or disagreement with method, if any, provided in Construction Change Directive for determining proposed adjustment in Contract Sum or Contract Time.*
- F. Failure of Contractor and Owner to agree on an adjustment of Contract Sum or Contract Time shall not excuse Contractor from proceeding with prosecution and performance of Work. Contractor and Subcontractors, Sub-subcontractors and Suppliers shall administer all disputes in a manner that will permit Work to proceed on schedule while matter in dispute is being resolved.
- G. Construction Change Directive signed by Contractor indicates agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or method for determining them.
 - 1. Such agreement shall be effective immediately and shall be recorded as a Change Order.*
- H. The amount of credit allowed by Contractor to Owner for a deletion or change which results in a net decrease in Contract Sum shall be actual net cost.*
 - 1. 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 basis of net increase, if any, with respect to that change.*
- I. Present an itemized accounting together with appropriate supporting data in accordance with Paragraph 3.2 B and C.
- J. When Owner and Contractor reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.*
- K. For any portion of such cost that remains in dispute, Owner shall hire independent professional estimator to make determination. Resulting determination of cost shall adjust Contract Sum, subject to right of either party to disagree and assert a claim.*
- L. When Owner and Contractor agree with determination made by independent professional estimator concerning the adjustments in Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.*

3.4 MINOR CHANGES IN WORK

- A. Architect has authority to order minor changes in Work not involving adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of Contract Documents.*
- B. Such changes shall be effected by written order and shall be binding on Owner and Contractor.*
- C. Following may be used as a written order to order minor change in the Work:
 - 1. Clarification-Interpretation (C-I) or Architect's Supplemental Instruction (ASI) issued by Architect.
 - 2. Response to a Request for Information by Architect.
 - 3. Architect's comments or direction on a Contractor's Submittal.
 - 4. Minor changes indicated in Architect's project visit report.
- D. Contractor shall carry out such written orders promptly. *
- E. If Contractor perceives direction in a written order requires adjustment to Contract Time or Contract Sum, Contractor shall not execute such direction, and shall submit a claim to Architect along with substantiation within twenty-one (21) working days of receipt of such written order.

3.5 CONTRACTOR'S PROPOSED CHANGES TO WORK

- A. Architect and Owner may consider properly prepared, timely Contractor Proposed Changes (CPC) to Work, if requested by Owner or Architect, or at any time Contractor believes unforeseen conditions may require modifications to the Contract Sum or Contract time.

1. A Contractor Proposed Change shall be properly prepared, accompanied by proposed cost, sufficient supporting data and information to permit Architect to make a reasonable determination without extensive investigation to determine if change may be considered warranted.
 - a. Include a statement outlining reasons for change and effect of change on Work.
 - b. Provide a complete description of proposed change.
 - c. Indicate effect of proposed change on Contract Sum and the Contract Time.
 - d. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - 1) Indicate separately any credit due Owner for products eliminated.
 - 2) If requested, furnish survey data to substantiate quantities.
 - e. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - f. Include costs of labor and supervision directly attributable to change and identify separately any credit for work previously bid but would be eliminated.
 - g. In event proposed change effects construction schedule, include an updated Contractor's Construction Schedule indicating effect of change, including, but not limited to:
 - 1) Changes in activity duration.
 - 2) Start and finish times.
 - 3) Activity relationship.
 - 4) Use available total float before requesting an extension of Contract Time.
 - 5) Document use of float or proposed alternate methods to maintain original schedule or both.
 2. Contractor Proposed Change shall be submitted to Architect in such format and on such form included herein or as Architect may require.
- B. Architect will take appropriate action on Contractor Proposed Changes.
1. Architect may issue an order for a minor change in Work if it is determined that proposed change is not materially different from requirements of Contract Documents.
 2. Architect may incorporate proposed change into a change document and issue for Owner's consideration.
 3. If Architect determines that implementation of proposed change would result in a material change to Contract that may cause an adjustment in Contract Time or Contract Sum, Architect may make a recommendation to Owner who may authorize further evaluation of proposed change or may authorize issuance of such change.
 4. Architect may reject such proposed change if it will require substantial revisions to Contract Documents, building or systems or if Architect determines they are not appropriate or substantiated.

END OF SECTION

CHANGE PROPOSAL IMPACT EVALUATION

PROJECT: _____

CPR NO.: _____

HDR PROJECT NO.: _____

TO OWNER:

We have reviewed and evaluated the scope of above referenced change and potential impact on Project. If the change is required or desired we recommend following in order to expedite Work and avoid or minimize delays in the Work which may affect cost of the change or impact to the schedule:

- Recommend Work stop in area affected by this change for _____ calendar days so change can be priced and processed. Contract Sum or Contract Time due to stopping Work will not increase.
- Recommend proceeding with change immediately:
 1. Proposed basis of adjustment to Contract Sum or Guaranteed Maximum Price is:
 - No additional cost.
 - GMP amount will not change. Cost indicated will be taken from GMP Contingency.
 - Lump Sum (increase) (decrease) of \$ _____
 - Unit Price of \$ _____ per _____
 - Time & Materials, not to exceed \$ _____
(Daily time, material, and equipment documentation required for above)
 - As follows: _____
(Method used in determining above adjustments shall be as defined in Contract Documents)
 2. Contract Time is proposed to (be adjusted) (remain unchanged), by an (increase) (decrease) of _____ calendar days.

FROM: CM or CONTRACTOR: _____
BY: _____ **DATE:** _____

DISTRIBUTION: OWNER ARCHITECT _____

CONSTRUCTION CHANGE DIRECTIVE

TO CM / CONTRACTOR: _____

You are hereby directed to:

- Stop work in area affected by above referenced change until it has been processed and appropriate action taken.
- Proceed with above referenced change immediately.

When signed by Owner and received by CM/Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and CM/Contractor shall proceed based per above.

FROM OWNER: _____
BY: _____ **DATE:** _____

DISTRIBUTION: CONTRACTOR ARCHITECT _____

CONTRACTOR'S COST SUMMARY

PROJECT:

CHANGE DOCUMENT:

PROJECT NO.:

CONTRACTOR:

SUBCONTRACTOR:

DATE:

DATE:

This form, itemized accountings and appropriate supporting data must be attached to any change documents or claim.

(Only fill in applicable line items)

- | | | | |
|----|--|----------|--|
| 1. | Labor * (including benefits) | \$ _____ | (Attach Cost Summaries and breakdowns) |
| 2. | Materials and Products * | \$ _____ | (Attach Cost Summaries and breakdowns) |
| 3. | (Subtotal of lines 1 and 2) | \$ _____ | |
| 4. | Overhead and Profit (15 PCT of line 3) | \$ _____ | |
| 5. | Premium Time on Contract Work | \$ _____ | |
| 6. | Major Construction Equipment Rental * | \$ _____ | (Shall not exceed A.E.D. Schedules) |
| 7. | Subcontractor's name and cost: | | |

(Attach Cost Summaries and breakdowns)

Work Category:

- | | | | |
|-----|---|----------|-------|
| a | _____ | \$ _____ | _____ |
| b | _____ | \$ _____ | _____ |
| c | _____ | \$ _____ | _____ |
| d | _____ | \$ _____ | _____ |
| e | _____ | \$ _____ | _____ |
| f | _____ | \$ _____ | _____ |
| g | _____ | \$ _____ | _____ |
| h | _____ | \$ _____ | _____ |
| i | _____ | \$ _____ | _____ |
| j | _____ | \$ _____ | _____ |
| k | _____ | \$ _____ | _____ |
| l | _____ | \$ _____ | _____ |
| m | _____ | \$ _____ | _____ |
| n | _____ | \$ _____ | _____ |
| o | _____ | \$ _____ | _____ |
| p | _____ | \$ _____ | _____ |
| q | _____ | \$ _____ | _____ |
| 8. | Total Subcontractor cost (total of lines 7a through 7q) | \$ _____ | |
| 9. | Contractor's O & P on Sub's. Work (5 PCT of line 8) | \$ _____ | |
| 10. | (Subtotal of lines 3, 4, 5, 6, 8 and 9) | \$ _____ | |
| 11. | Bond ____% and Insurance ____% (if required) = ____% of line 10 | \$ _____ | |

12. **TOTAL PROPOSED COST ADJUSTMENT** (total of lines 10 and 11): \$ _____

13. **PROPOSED CONTRACT TIME ADJUSTMENT** : _____ ADD DEDUCT (calendar days)
 (Provide supportive data substantiating claim for additional days in accordance with Contract Documents)

* Attach complete breakdown of itemized accounting and supporting data, sufficient to permit evaluation.

CONTRACTOR PROPOSED CHANGE

PROJECT: _____

HDR PROJECT NUMBER: _____

TO: HDR Architecture, Inc.

REASON FOR PROPOSAL:

- | | |
|--|--|
| <input type="checkbox"/> Design to comply with building code requirements | <input type="checkbox"/> Product not available |
| <input type="checkbox"/> Product / material unavailable to meet Project schedule | <input type="checkbox"/> Reduce Project construction time |
| <input type="checkbox"/> No qualified installer for specified item | <input type="checkbox"/> Unanticipated / existing condition |
| <input type="checkbox"/> Supplier refuses to warrant product or installation | <input type="checkbox"/> Specified product / system unsuitable for application |
| <input type="checkbox"/> Project cost cutting / cost reduction | <input type="checkbox"/> Owner suggested or requested |
| <input type="checkbox"/> Supplier, Subcontractor or Contractor convenience | <input type="checkbox"/> Constructability issue |
| <input type="checkbox"/> Value Engineering (may be used for "Value Engineering Change Proposal" govern by Federal Acquisition Regulations) | |
| <input type="checkbox"/> Other: | |

Explanation in Detail: See attached: _____

REASON FOR NOT GIVING PRIORITY TO SPECIFIED METHOD, ITEMS OR SYSTEM: See attached:

REFERENCES:

Specification Section number: _____ Article(s)/paragraph(s): _____

Drawings / Sections / Details: _____

DESCRIPTION OF PROPOSAL:

SUPPORTING DATA:

Attach description, specifications, drawings, photographs, performance data, test data, environmental criteria, and any additional data or information for evaluation.

Sample is attached: Yes No

Sample will be sent if requested: Yes No

Maintenance Service Available: Yes No

If yes, location:

Spare Parts Source:

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED METHOD / SYSTEM / PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

EFFECT OF PROPOSAL:

Affects on other parts of Work: No Yes (If yes, explain below)
Proposal requires dimensional revision or redesign of structure or mechanical and electrical Work: No Yes (If yes, explain below)
Same warranty provided as specified item: No Yes (If yes, explain below)
Explanation: _____

Cost difference: \$ _____ (increase / decrease)
Total Contract Sum implications of proposal on Project: \$ _____ (increase / decrease)
Total Contract Time implications: _____ (increase / decrease) calendar days.

STATEMENT OF CONFORMANCE OF PROPOSAL TO CONTRACT REQUIREMENTS:

- Supplier, Subcontractor, Contractor, (CM) in making substitution request or in using an approved substitution represent:
- Has personally investigated the proposal and determined it is equal or superior in all respects to specified product, system or method and will perform intended function, except as stated above.
 - Has same quality and life-cycle cost as design in the Contract Documents, except as stated above.
 - Is in full compliance with applicable code requirements.
 - Will provide same warranty for substitute item as for product, system or method specified.
 - Will coordinate installation of proposal into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
 - Waive all claims for additional costs or time extensions related to proposal that subsequently become apparent or are caused by proposal.
 - If a finish product, color wise and pattern wise complies with base specified items.
 - Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.
 - Will pay Architect's review and redesign cost, special inspections, and other costs caused by proposal.
 - Will pay additional costs to other contractors caused by proposal.
 - Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.
 - Acknowledge acceptance of these provisions.

List of Attachments: _____

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF PROPOSAL:

Requested by (firm): _____
Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____

Subcontractor:
Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____

Contractor:
Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____

CONSTRUCTION MANAGER'S ACKNOWLEDGMENT AND RECOMMENDATION:

- Recommend approval for following reasons:
- Do not recommend approval for following reasons:
- Returned to requester - Need more information:

Comments: _____

Construction Manager: _____
Acknowledged by (print & sign): _____ Date: _____

Position: _____
Distribution: Architect file

ARCHITECT'S ACTION / RECOMMENDATION:

- Recommend Owner's approval.
- Submitted to Owner for authorization for Architect's as Change in Service to further evaluate and make recommendation.
- Submitted to Owner for authorization for Architect's as Change in Service to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- Do not recommend (see comments below).
- Rejected:
 - Acceptance will require substantial revision of Contract Documents, building or systems.
 - Request does not indicate specific item, system or method which is being proposed.
 - Requested for manufacturer acceptance only.
 - Request form is not properly executed and signed.
 - Subcontractor or supplier requested directly.
 - Insufficient information submitted.
 - Does not comply color wise or pattern wise with base specified items.
 - Insufficient information submitted to evaluate.
 - Does not appear to comply with requirements of specifications for base specified product.
 - Other:
- Additional information needed - Returned to CM/Contractor for providing following:

Comments: _____

Architect: _____
By (print & sign): _____ Date: _____
Position: _____
Distribution: Owner CM/Contractor file

OWNER ACTION:

- Reject - Do not want to consider.
- Product substitution approved - Contractor may proceed with request as a submitted.
- Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, and adjust Contract Sum and/or Contract time.
- Architect authorized as Change in Services to further evaluate and make recommendation.
- Architect authorized as Change in Services to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- Additional information needed - Returned for providing following:

Comments: _____

Owner: _____
By: (print & sign) _____ Date: _____
Position: _____
Distribution: Architect CM/Contractor

ARCHITECT FURTHER ACTION / RECOMMENDATION (if needed):

- Incorporating into change document as directed by Owner. Change document _____ will be used.
- Recommend Owner's approval.
- Submitted to Owner for authorization for Architect's as Change in Service to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- Do not recommend (see comments below).
- Rejected:
 - Acceptance will require substantial revision of Contract Documents, building or systems.
 - Request does not indicate specific item, system or method which is being proposed.
 - Requested for manufacturer acceptance only.
 - Request form is not properly executed and signed.
 - Subcontractor or supplier requested directly.
 - Insufficient information submitted.
 - Does not comply color wise or pattern wise with base specified items.
 - Insufficient information submitted to evaluate.
 - Does not appear to comply with requirements of specifications for base specified product.
 - Other:
- Additional information needed - Returned to CM/Contractor for providing following:
- Recommend Owner's approval.
- Do not recommend.

Comments: _____

Architect:
By: (print & sign) _____ Date: _____
Position: _____
Distribution: Owner CM/Contractor file

OWNER FURTHER ACTION (if needed):

- Reject - Do not want to consider.
- Product substitution approved - Contractor may proceed with request as a submitted.
- Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, and adjust Contract Sum and/or Contract time.
Architect authorized as Change in Services to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- Additional information needed - Returned for providing following:

Comments: _____

Owner:
By: (print & sign) _____ Date: _____
Position: _____
Distribution: Architect CM/Contractor file

END OF FORMS

SECTION 01 25 13

SUBSTITUTION PROCEDURES AFTER EXECUTION OF CONTRACT

PART 1 - GENERAL

1.1 DEFINITION

- A. Products proposed by Contractor that do not meet requirements of Contract Documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitution.
- B. No substitutions will be considered:
 - 1. In case of non-availability of materials contact Architect for review and action.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SUBSTITUTION REQUEST

PROJECT: SAC Federal Credit Union Tenant Fit-out

PROJECT NUMBER: 10057701 REQUEST NO.:

TO: Office of the Architect:
HDR Architecture, Inc.
8404 Indian Hills Dr
Omaha, NE 68114
Attention: Sheila J Ireland

SPECIFIED PRODUCT:

Substitution request for:

Specification Section number:

Article(s)/paragraph(s):

REASON FOR SUBSTITUTION: Non-availability due to:

- Strike
- Lockout
- Bankruptcy
- Discontinuation of Production
- Proven Shortage (Explain)
- Similar Occurrence (Explain)
- Fails to comply with building code requirements
- Unavailable to meet Project schedule
- No qualified installer for specified item
- Supplier refuses to warrant item or installation
- Supplier, Subcontractor or Contractor convenience
- Other:
- Not available
- Reduce Project construction time
- Project cost savings
- Unsuitable for application
- Constructability issue

Explanation in Detail: See attached:

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS: See attached:

SUPPORTING DATA:

Attach product description, Specifications, Drawings, photographs, performance data, test data, environmental criteria, and any additional data or information for evaluation of the proposed substitution in accord with requirements of Section 01 25 13.

Sample is attached: Yes No

Sample will be sent if requested: Yes No

Maintenance Service Available: Yes No

 If yes, location: _____

 Spare Parts Source: _____

REFERENCES:

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

REFERENCES:

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

EFFECT OF SUBSTITUTION:

Substitution affects other parts of Work: No Yes (If yes, explain below)
Substitution requires dimensional revision or redesign of structure or mechanical and electrical Work: No Yes (If yes, explain below)
Same warrantee provided as specified base product: No Yes (If no, explain below)

Explanation: _____

Cost difference: \$ _____ (add / deduct).
Total cost implications of substitution on Project: \$ _____ (add / deduct).
Total time implications: \$ _____ (add / deduct) calendar days.

STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.
- Is in full compliance with applicable code requirements.
- Will provide same warranty for substitute item as for product, system or method specified.
- Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
- Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.
- If a finish product, color wise and pattern wise complies with base specified items.
- Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect’s review and redesign cost.
- Will pay Architect’s review and redesign cost, special inspections, and other costs caused by substitution.
- Will pay additional costs to other contractors caused by substitution.
- Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.
- Acknowledge acceptance of these provisions.

List of Attachments: _____

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Requested by (firm): _____

Acknowledged by (print & sign): _____ Date: _____

Position: _____ Phone: _____

Subcontractor: _____

Acknowledged by (print & sign): _____ Date: _____

Position: _____ Phone: _____

Contractor: _____

Acknowledged by (print & sign): _____ Date: _____

Position: _____ Phone: _____

CONSTRUCTION MANAGER'S ACKNOWLEDGMENT AND RECOMMENDATION:

- Recommend approval for following reasons:
- Do not recommend approval for following reasons:
- Returned to requester - Need more information:

Comments: _____

Construction Manager: _____

Acknowledged by (print & sign): _____ Date: _____

Position: _____

Distribution: Architect file

ARCHITECT'S ACTION / RECOMMENDATION:

- Recommend Owner's approval.
- Submitted to Owner for authorization for Architect's as Change in service to further evaluate and make recommendation.
- Do not recommend (see comments below).
- Rejected:
 - Submitted after stipulated time period.
 - Not submitted in accordance with Section 01 25 13.
 - Acceptance will require substantial revision of Contract Documents, building or systems.
 - Request does not indicate specific item which is being requested.
 - Requested for manufacturer acceptance only.
 - Request form is not properly executed and signed.
 - Subcontractor or supplier requested directly.
 - Insufficient information submitted.
 - Does not comply color wise or pattern wise with base specified items.
 - Insufficient information submitted to evaluate.
 - Does not appear to comply with requirements of specifications for base product.
 - Other:
- Additional information needed - Returned to CM/Contractor for providing following:

Comments:

Architect:

By (print & sign):

Date:

Position:

Distribution: Owner CM/Contractor file

OWNER ACTION:

- Reject - Do not want to consider.
- Approved - Contractor may proceed with request as submitted.
- Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, adjust Contract Sum and/or Project time.
- Architect authorized as Change in Services to further evaluate and make recommendation.
- Additional information needed - Returned for providing following:

Comments: _____

Owner: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: Architect CM/Contractor

ARCHITECT FURTHER ACTION / RECOMMENDATION (if needed):

- Incorporating into change document _____ as directed by Owner.
- Recommend Owner’s approval.
- Do not recommend.

Comments: _____

Architect: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: Owner CM/Contractor file

OWNER FURTHER ACTION (if needed):

- Reject - Do not want to consider.
- Approved - Contractor may proceed with request as submitted.
- Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, adjust Contract Sum and/or Project time.
- Additional information needed - Returned for providing following:

Comments: _____

Owner: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: Architect CM/Contractor file

END OF SUBSTITUTION REQUEST

SECTION 01 26 13
REQUESTS FOR INFORMATION (RFI)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section specifies administrative and procedural requirements for handling and processing Requests for Information (RFI).
- B. RFI is intended for requesting clarifications and interpretations of Contract Documents due to inconsistencies, errors or omissions in Contract Documents, and unanticipated existing conditions.
- C. RFI is not intended for general communication, requesting substitutions, Contractor's proposed changes, resolution of nonconforming work, coordination between contractors or for general questions not related to Contract Documents.
- D. RFI process is a cooperative enterprise between Architect and Contractor to expedite RFI response and maintain progress of Work.
- E. Architect shall evaluate alternate proposed methods of processing RFI's to that indicated within this Section for potential impact on Architect's services.
 - 1. If Architect agrees to utilize another proposed method, Architect will be reimbursed for any special training, usage fees, extra time required to implement, maintain, utilize and administer such a system.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 REQUESTS FOR INFORMATION

- A. Review of Contract Documents and Field Conditions:
 - 1. Contract Documents are complementary. Before starting each portion of Work, Contractor shall carefully study and compare various Drawings, Specifications and other Contract Documents, coordination drawings, shop drawings, prior correspondence or documentation relative to that portion of Work, as well as information furnished by Owner or Building Owner.
 - 2. Contractor and Subcontractors shall evaluate and take field measurements of conditions related to that portion of Work and shall observe any conditions at site affecting it.
 - 3. These obligations are for purpose of facilitating coordination and construction by Contractor and are not for purpose of discovering errors, omissions, or inconsistencies in Contract Documents.
 - 4. Contractor and subcontractors acknowledge that all documents pertaining to Work has been examined, have examined character of site and any existing conditions, and are satisfied with nature of Work, and other matters which can affect Work.
 - 5. In event of inconsistency between portions of Contract Documents or within Contract Documents; provide better quality or greater quantity of Work, and comply with more stringent requirement, either or both in accordance with Architect's interpretation.
 - 6. Report errors, inconsistencies or omissions discovered in Contract Documents promptly to Architect as a properly prepared and timely RFI.

7. Contractor and Subcontractors are not required to ascertain Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Architect any nonconformity discovered by or made known to Contractor as a RFI.
8. On condition that Contractor or Subcontractor fail to give such notice, and knowingly proceeds with Work affected by errors or omissions in Contract Documents, Contractor shall correct any such errors, inconsistencies, or omissions at no additional cost.
9. Prior to bid, Contractor shall review existing facilities related to this contract and shall be familiar with utility requirements and construction.
 - a. Existing facility documents may be available through Owner for review.
 - b. Perform preliminary investigations as required to ascertain extent of Work.
 - c. Conditions which would be apparent by such investigation will not be allowed as cause for claims for extra costs.

B. Contractor's and Subcontractor's Responsibilities:

1. Process request through Contractor when interpretation, clarification or explanation of portion of Construction Documents is needed by Contractor, Subcontractor, Vendor or Supplier.
 - a. Review request for completeness, quality, proper referencing to drawing or specification section and reason submitted.
 - b. In event request is not acceptable return to submitter with comments regarding reason for being returned.
 - c. Make every attempt to validate, resolve or respond to RFI by thoroughly researching and reviewing Contract Documents and field conditions.
 - d. Respond to RFI accordingly if review of RFI discloses a response or is related to coordination of construction or other issue not related to Contract Documents.
 - e. If request is unclear, rewrite and state in clear, concise, correct, complete and easily understood manner.
 - 1) Include additional information if necessary, and submit to Architect for response.
2. Submit request for interpretation, clarification or explanation of Contract Documents to Architect through Contractor.
 - a. List specific Contract Documents researched when seeking information being requested.
 - b. Reference applicable Contract Drawings by sheet number, section, detail, room number, door number, etc., Specifications by section and paragraph number, and reference other relevant documents.
 - c. The field titled "Regarding" on attached RFI form must be clear for future reference in reports or correspondence.
 - d. Clearly state request and provide Contract Document references and any additional information needed so request can be fully understood, including sketches, photos or other reference material.
 - e. Fully assess issues, suggest any reasonable solutions and include various factors, including potential costs, schedule impacts, if any, and recommendations which will aid in determining a solution or response.
 - 1) In event a reasonable solution can not be suggested, a statement to that effect should be so stated.
 - f. Indicate reason request is being submitted.
 - g. Clearly indicate critical RFI's requiring a rapid response with an explanation as to why RFI is critical.
 - h. Indicate priority for responses when multiple RFI's are submitted within short period of time.
3. Distribute copies of responses to RFI's to all parties affected.
4. Response to RFI shall not be considered a notice to proceed with a change that may revise the Contract Sum or Contract Time, unless authorized by Owner in writing.

5. In event response to RFI is determined incomplete, resubmit with explanation for unacceptability of response and necessary additional information within five (5) days of receipt to RFI response.
 6. On condition Contractor determines or believes additional cost or time is involved due to clarifications, interpretations or instructions issued by Architect in response to a RFI, resubmit RFI within five (5) days of receipt of response with reason and alternate solution or suggestion for performing work at no additional cost.
 - a. In event no other solution is possible or desirable, submit Claim in accordance with Contract Documents within twenty-one (21) days of receipt of response to RFI.
- C. RFI Submittal Process:
1. Process and submit RFI's to Architect by Contractor utilizing HDR web based application, Project Tracker Collaboration System (PTCS).
 - a. System is available through internet at <http://PTCS.hdrinc.com>.
 - b. A unique user name and password will be assigned to Contractor for access to system, project data and submittal of RFI's.
 - c. Employ systems RFI module to submit RFIs by Contractor..
 - d. Insert entire question or requested information in "Request" portion of system.
 - e. Electronic file of sketches, photos or other pertinent information may be uploaded with a RFI request in system to clarify request.
 - f. Submittal automatically receives current date stamp upon submittal of RFI in system and an email notification will be sent to Architect.
 - g. To protect submitted data from being altered, "Request" portion of screen and submitted date cannot be changed once RFI has been submitted.
 - h. System will assign a unique RFI number in sequential order (1, 2, 3, 4, etc.).
 - i. In event previously submitted RFI request requires revision to provide additional information, initiate a new RFI.
 - 1) New RFI shall be renumbered with previous submitted RFI preceded by ".1 IN to indicate revision one of RFI (i.e.: RFI No. 34.1 for revision 1 to RFI No. 34).
 2. Architect will respond to RFI's utilizing HDR Project Tracker Collaboration System.
 - a. Architect may upload electronic files with RFI response in system to help clarify response.
 - b. Upon response to RFI by Architect, the current date will be automatically entered into system and an email notification will be sent to Contractor .
 - c. To protect responding data from being altered, "Response" portion of screen and submitted date cannot be changed once RFI has been submitted.
 3. After receipt of an email notification of RFI response, the system can be accessed for RFI response, attachments and printing.
 4. Status of RFI's submitted and data regarding RFI's may be viewed or printed from system.
 5. RFIs and a variety of different RFI summaries, and filtered reports may be generated, viewed, printed or emailed from system.
- D. Architect's Response to Request for Information (RFI):
1. Clarifications, interpretations and decisions of Architect in response to RFI will be consistent with intent of and reasonably inferable from Contract Documents, in writing, and may be provided in form of drawings and other attachments, or both.
 2. When making such interpretations and decisions, 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.
 3. Architect's decisions on matters related to aesthetic effects will be final if consistent with intent expressed in Contract Documents.
 4. Architect will not undertake to settle differences between Contractor, Subcontractors, trades suppliers, fabricator or manufacturer, or act as arbiter as to which Subcontractor, trade, supplier or manufacturer is to furnish or install various items indicated or required.
 5. Architect shall provide responses to RFI's with reasonable promptness, but will endeavor to respond within ten (10) days from date of receipt.

- a. If multiple RFI's are submitted on same day or within a five (5) day period, review time may be extended by mutual agreement of parties.
 - b. Architect will provide a written response to RFI if Architect believes response only involves an interpretation, clarification, supplemental information or orders a minor change in Work not involving an adjustment in Contract Sum or extension of Contract Time, and is not inconsistent with intent of Contract Documents, and shall be binding.
 - c. If Architect believes response may result in a change to Contract Sum or Contract Time, response will indicate that a change document will be issued for the response, and appropriate change document will be issued indicating changes to Contract Documents.
 - d. Architect will provide any additional or supplemental drawings, specifications or other information as Architect may deem necessary to facilitate response.
6. Architect may return RFI without response for following reasons:
- a. Request is unclear or incomplete.
 - b. Detailed information not provided.
 - c. Is related to construction means, methods or techniques.
 - d. Is related to health or safety measures.
 - e. Is due to Contractor's lack of adequate coordination.
 - f. Is for coordination between Subcontractors.
 - g. Is considered a "Substitution Request."
 - h. Is considered a "Contractor Proposed Change".
 - i. Is due to non-conformance.
 - j. Response is required by another party.
- E. If requested information is available from careful study and comparison of Contract Documents, field conditions, other Building Owner- or Owner-provided information, coordination drawings, or prior Project correspondence or documentation, Architect may invoice Owner as a change in services for costs involved in Architect's review, analysis, responding and processing of such RFI.
- 1. Contractor shall reimburse Owner for such costs.
- F. Contractor and Subcontractors may anticipate receiving twenty-eight (28) clarifications, interpretations, orders for Minor Changes in Work or responses to valid requests for interpretations or clarifications of Contract Documents.

END OF SECTION

SECTION 01 29 00

APPLICATIONS FOR PAYMENT AND SCHEDULE OF VALUES (GC)

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Project Information:
 - 1. Submittals, prior to first application for payment:
 - a. Copy of Executed Contract.
 - b. Copy of Performance and Payment Bonds.
 - c. Schedule of Values.
 - d. Copy of Owner's Notice to Proceed.
- B. Contract Closeout Information:
 - 1. See Section 01 77 00.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SCHEDULE OF VALUES

- A. Prior to first Application for Payment, submit to Architect a Schedule of Values allocated to various portions of Work, prepared in such form and supported by such data to substantiate its accuracy as Owner and Architect may require.
- B. Subdivide into following allocated items:
 - 1. Bond.
 - 2. Insurance.
 - 3. General condition items including but not limited to:
 - a. Mobilization.
 - b. Temporary facilities.
 - c. Temporary utilities.
 - d. Submittals.
 - e. Demobilization.
 - f. Other similar general condition items.
 - 4. Phases or areas or both of building.
 - 5. Individual components of Work, and major pieces of equipment.
 - 6. Labor amount and material or equipment amount, listed separately.
 - 7. Contract closeout items including but not limited to:
 - a. Manuals.
 - b. Spare parts.
 - c. Maintenance material.
 - d. System demonstrations.
 - e. Record documents.
 - f. Operation and maintenance data.
 - g. Other similar contract closeout items.
 - 8. Individually approved changes.
- C. Labor amount shall include all on site installation costs including labor, applicable labor taxes, insurance, fringe benefits, erection equipment, tools, overhead and profit.
- D. Material and equipment shall include all material and manufactured equipment costs including delivery costs, taxes, insurance, overhead and profit.

- E. Schedule, unless objected to by Owner or Architect, shall be used as a basis for reviewing percent complete of line items on Contractor's Applications for Payments.

3.2 APPLICATION FOR PAYMENT

- A. On or before 5 business day of month, Contractor submit to Architect itemized Application for Payment for work completed during previous calendar month, in accordance with schedule of values.
 - 1. Submit on AIA Document G702 - Application and Certificate for Payment, and AIA Document G703 - Continuation Sheet, or similar format acceptable to Architect.
 - a. Itemize in accordance with approved Schedule of Values, and as indicated in AIA documents.
 - b. Bond and insurance costs may be requested for payment on first application.
 - c. Equal monthly payments may be made for general conditions based upon number of months Contractor is scheduled to be on site.
 - d. May include amounts for changes in work that have been authorized by Construction Change Directives, or by Change Proposal Requests approved by Owner.
 - e. Furnish in triplicate.
 - f. Signed by duly authorized agent of Contractor.
 - g. Notarize Application for Payment.
 - 2. Furnish copies of requisitions from Subcontractors and suppliers to substantiate values.
 - 3. Shall not include request for payments for portions of Work for which Contractor does not intend to pay to a Subcontractor or supplier, unless such Work has been performed by others whom Contractor intends to pay.
 - 4. Provide additional supporting data substantiating Contractor's right to payment, as Owner or Architect may require.
- B. Application for Payment serves as certification of status by Contractor of Project.
- C. Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner upon receipt of payment.
- D. 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 Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to Work.

3.3 PAYMENT FOR STORED MATERIAL AND EQUIPMENT

- A. Application for Payment may include materials and equipment ready, but not yet incorporated in Work, delivered, and suitably stored at site.
- B. Warranty and guarantee period does not commence until Substantial Completion of work.
- C. Payment will be treated same as "work-in-place," with evidence of delivery to job site, except that payments will not include value of labor and mark-up.
- D. Each subsequent Application for Payment will restate prior month's materials and equipment not incorporated in Work, and current month additions and deletions for materials and equipment incorporated into work. Inventory must be updated and included with each subsequent application to indicate current status.
- E. Upon making of partial payments by Owner, all materials and equipment covered thereby become sole property of Owner. Partial payments, however, do not constitute Owner's acceptance of material, equipment or work, nor be construed as waiver of any right or claim by Owner.
- F. Contractor shall be deemed as having care, custody, and control of items.

3.4 RETAINAGE

- A. Until Substantial Completion of entire project, 10 PCT retainage will be withheld from value of Work completed and material stored.
- B. Any reduction of retainage beyond that allowable by Contract Documents, and including adjustments at Substantial Completion requires Consent of Surety, recommendation of Architect, and approval of Owner prior to incorporating into an Application for Payment.
 - 1. Provide Request for Reduction of Retainage on form included herein and Consent of Surety; AIA Document G707A.
 - 2. If approved by Architect and Owner, Contractor may incorporate reduction in next Application for Payment.
 - 3. Include copy of approved form with Application for Payment.

END OF SECTION

STORED MATERIAL AND EQUIPMENT AFFIDAVIT

PROJECT:

PROJECT

NO: __10057701_____

Item Number	Quantity	Unit	Material or Equipment Description	Value

LOCATION STORED: _____ Project Site _____

IDENTIFICATION _____ METHOD: _____

AFFIDAVIT:

Items listed above have been purchased exclusively for use on above referenced Project and have been received in good condition, and items are identified as property for use only on above referenced Project. Owner may enter upon premises for verification, inspection, or for any other purpose considered necessary. It is expressly understood and agreed that this affidavit is furnished to the Owner for purpose of obtaining approval for payment for said items, and that storage thereof at location indicated and payment by Owner shall not relieve Contractor of full responsibility for the protection, safeguarding, insurance, transporting, and proper installation at Project referenced above, and will warrant and defend against claims and demands of all persons. Upon making of partial payment by Owner, said items covered thereby become sole property of Owner.

Attached are receipted invoice(s), bills of sale(s), and/or other documents as evidence that Contractor is unconditional owner of said items, and they are free from all encumbrance, security agreements, mortgages or liens.

FROM CONTRACTOR: _____

BY: _____ DATE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

Owner (APPROVES) (DISAPPROVES) location of off site storage, and Contractor's inclusion of cost for above items in an Application for Payment.

OWNER'S APPROVAL:

BY: _____ DATE: _____

Contractor shall include this affidavit and other required documents with Application for Payment and shall maintain an inventory of all stored materials for submittal with future applications.

END OF FORM

REQUEST FOR REDUCTION OF RETAINAGE

PROJECT:

PROJECT NO.:

CONTRACT FOR:

Contractor hereby requests that the percentage of partial payment retained by Owner under provision of contract be REDUCED to _____% for following reasons:

CONTRACTOR:

BY: _____ DATE: _____

Power of Attorney and AIA Document G707A must be attached.

Architect (RECOMMENDS) (DOES NOT RECOMMEND) the reduction of retainage to _____%.
Percentage of completion as of _____, _____ is _____%.

ARCHITECT:

BY: _____ DATE: _____

Owner hereby (APPROVES) (DISAPPROVES) reduction of retainage to _____%, and authorizes Architect to certify the reduction in an Application for Payment.

OWNER:

BY: _____ DATE: _____

If approved, Contractor may incorporate reduction by including a copy of this document in the next Application for Payment.

DISTRIBUTION: OWNER ARCHITECT CONTRACTOR

END OF FORM

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.1 PREBID CONFERENCE

- A. Prebid conference:
 - 1. See Section 00 21 13 - Instructions to Bidders.

1.2 PRECONSTRUCTION CONFERENCE

- A. The Architect will schedule and hold preconstruction conference prior to construction.
- B. Attendance Required:
 - 1. Owner:
 - a. Project representative.
 - b. Other representatives as determined by Owner.
 - 2. Architect.
 - 3. Contractor:
 - a. Home office representative.
 - b. Field Project Manager.
 - 4. Building Owner:
 - a. Building Owner's representative.
 - b. Building Owner's engineering or facilities staff.
- C. Contractor must be prepared to discuss the following items:
 - 1. List of subcontractors.
 - 2. Tentative construction schedule.
 - a. Start and completion dates.
 - b. Critical work sequence.
 - 3. Status of Contract, bonds, and insurance.
 - a. Accepted alternates.
 - 4. Procedures.
 - 5. Designation of responsible personnel.
 - 6. Processing of field decisions and change orders.
 - 7. Submittal process.
 - 8. Procedures for maintaining record documents.
 - 9. Use of premises:
 - a. Office and storage areas.
 - b. Owner's and Building Owner's requirements.
 - 10. Submission and processing of monthly Application for Payment and associated requirements.
 - 11. For projects requiring demolition of existing structures address removal and disposal of hazardous materials and toxic substances as applicable.
- D. Contractor to conduct a meeting with subcontractors after preconstruction conference to discuss procedures.

1.3 CONTRACTOR MEETINGS

- A. Conduct weekly progress, coordination and scheduling meetings with subcontractors.

1.4 PROGRESS MEETINGS

- A. Attend scheduled meetings; time, day and place to be determined.
 - 1. Generally, meetings will be held every two weeks or as required by progress of the Work and scheduled to coincide with Architect's regular scheduled site visits.
 - 2. Meetings to be held at job site or as arranged.

3. Contractor administer meetings and record minutes.
- B. Attendance Required:
1. Owner's Representative.
 2. Architect's Representative.
 3. Building Owner's Representative.
 4. Contractor:
 - a. Home office representative.
 - b. Field Project Manager.
 - c. Superintendent.
- C. Agenda:
1. Review, approve minutes of previous meeting.
 2. Review work progress since last meeting.
 3. Planned progress during next work period.
 4. Review construction schedule.
 5. Identify concerns which impede planned progress.
 6. Note field observations, questions, and decisions.
 7. Review submittal schedules.
 8. Review Building Owner/Owner/Contractor coordination items.
 9. Review status of changes.

1.5 PREINSTALLATION CONFERENCE OR MOCK-UP REVIEW

- A. Contractor administer meetings and record minutes.
1. Convene affected parties for coordination where required by Contract Documents.
 2. Conduct meetings prior to installation of the Work.
 3. Meetings to be held at job site or as arranged.
 4. Meetings may be scheduled adjacent to or in conjunction with progress meetings.
- B. Attendance Required:
1. Owner's Representative.
 2. Architect's Representative.
 3. Contractor:
 - a. Field Project Manager.
 - b. Superintendent.
 - c. Fabricator or Supplier.
 - d. Installer.
 - e. Others whose work may affect or be affected by installation.
- C. Agenda:
1. Review or inspect existing conditions.
 2. Review submittals.
 3. Review construction schedule and identify concerns.
 4. Review Owner/Contractor coordination items.
 5. Discuss mobilization and delivery.
 6. Note field observations, questions, and decisions.

END OF SECTION

SECTION 01 31 26
PROJECT TRACKER COLLABORATION SYSTEM REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. HDR's web-based Project Tracker Collaboration System (PTCS) will be utilized on this Project for collaboration and certain administrative functions.

1.2 PROJECT TRACKER COLLABORATION SYSTEM

- A. PTCS is a web-based application furnished by Architect at no cost to Owner and Contractor.
- B. Contractor will have access to projects and modules for which they have permissions.
- C. Architect will manage and administer PTCS.
- D. Provides high-speed shared access via internet to data.
- E. Enables project team to review status of documents and generates a variety of reports which can be filtered by different criteria.
- F. Allows uploading, viewing and printing of multiple documents and attachments in most modules.
- G. Certain documents will be distributed by Architect by means of PTCS.
- H. Email notifications capabilities within PTCS with attachments or link to PTCS record.
- I. PTCS Help Guide is available from application.

1.3 HARDWARE REQUIREMENTS

- A. Computer with high-speed internet connection.

1.4 SOFTWARE REQUIREMENTS

- A. Operating System: Windows XP, minimum.
- B. Web Browser such as Internet Explorer v7, minimum, to access PTCS.
- C. Adobe Acrobat or Bluebeam PDF to view reports and PDF documents generated by PTCS.
- D. Additional applications: MS Word, MS Excel, imaging software to open DOC, XLS, TIFF and JPEG attachments.
- E. Email application and service.

1.5 ACCESSING HDR PROJECT TRACKER COLLABORATION SYSTEM

- A. HDR will assign each required external user a temporary password to access PTCS.
 - 1. User will be directed to change temporary password.
- B. From a web browser such as Internet Explorer v7 or higher, access HDR's Project Tracker Collaboration System website: <http://ptcs.hdrinc.com>.
- C. External user logging in to PTCS:
 - 1. PTCS will prompt to login with email address and *password*.
 - 2. Password is case sensitive.
 - 3. Session will expire if computer is idle for approximately 2 HRS while in PTCS.
 - 4. Periodically, SAVE DATA so it is not lost.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 MODULES / FUNCTIONS

- A. Contractor will utilize following PTCS modules:
1. Verify with HDR's project Construction Contract Administrator which PTCS modules will be made available to contractor and the document nomenclature which will be used.
 2. Submittals:
 - a. Samples and Project Information that requires professional seals and signatures shall not be submitted electronically.
 - b. Other Submittals: Contractor to submit electronically:
 - 1) Submit as PDF documents.
 - 2) Recommended file creation: 200 DPI minimum, 400 DPI maximum scan test in test mode. Scan images with test in test/photo mode.
 - 3) Include executed HDR Submittal Transmittal form with submittal.
 - 4) Name PDF file same as Submittal Number. i.e.: 063420-1A.pdf
 - 5) Do not submit file in Adobe PDF/A mode.
 - 6) Transmitting submittal files to Architect:
 - a) Utilize PTCS:
 - (1) Select assigned project utilized for submittal transmittal.
 - (2) Select MODULES tab and then select Submittal module to open submittal list screen
 - (3) From list screen select specification section in the pull down menu adjacent to the "New" button, then click the new button to open a new detail screen.
 - (4) From detail screen enter information in fields regarding submittal.
 - (a) Fields with asterisks are required to be completed.
 - (b) Upload file of submittal.
 - (c) Acknowledgement that the contractor has complied with requirements of the contract documents is mandatory.
 - (d) The submit button will only become available if all required fields are filled out.
 - (5) HDR's Submittal Admin will be automatically notified that a submittal has been submitted by the contractor and is ready for designers' review and action in accordance to contract documents. No further action is required by the contractor until they received notice that the reviews are complete.
 - c. Architect will notify Contractor by email when submittals have been reviewed and posted to PTCS.
 - d. Contractor will access PTCS to download electronic submittal image file for further processing.
 - e. See Section 01 33 00 - Submittal Processing for additional requirements.
 1. Communication:
 - a. Architect will notify Contractor by email when communication such as Meeting Minutes, Site Visit Reports, etc. are posted to PTCS.
 - b. Contractor will access PTCS to access communication.
 2. Request for Information (RFI):
 - a. Contractor shall create new RFI's in PTCS for requesting information from Architect. Architect will receive automatic email notification when submitted.
 - b. Architect will access PTCS to access requested information and any attachments. Contractor will receive automatic email notification when Architect responds.
 - c. Contractor will access PTCS to view response and any attachments.
 - d. See Section 01 26 13 - Request for Information Process for additional information.
 3. Information Requests (IR):

- a. Architect may create new IR's in PTCS for requesting information from Contractor. Contractor will receive automatic email notification when Architect submits.
 - b. Contractor will access PTCS to view requested information and any attachments, and will respond in a timely manner.
 - c. Architect will access PTCS to view response and any attachments.
4. Change Proposal Requests:
 - a. Architect will notify Contractor by email when document has been issued and posted to PTCS.
 - b. Contractor will access PTCS to download electronic documents for further processing.
 - c. See Section 01 23-04 – Changes in Work for additional information on processing changes.
 5. Clarification – Interpretations (C-I):
 - a. Architect will notify Contractor by email when document have been issued and posted to PTCS.
 - b. Contractor will access PTCS to download electronic documents for further processing.
 - c. See Section 01 23-04 – Changes in Work for additional information on processing changes.
 6. Construction Change Directives (CCD):
 - a. Architect shall notify Contractor by email when document has been issued and posted to PTCS.
 - b. See Section 01 23-04 – Changes in Work for additional information on processing changes.

END OF SECTION

SECTION 01 32 16
CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Includes:
1. Upon award of the Contract, Contractor shall prepare and submit a Contractor's construction schedule for the Work for the Owner's and Architect's information.
 - a. Submit in expeditious manner.
 - b. Schedule shall not exceed time limits current under Contract Documents, shall be revised at appropriate intervals as required by conditions of the Work and Project, shall be related to entire Project to extent required by Contract Documents, and shall provide for expeditious and practicable execution of Work.
 2. Coordinate Subcontractors' schedules for entire Project:
 - a. Secure time commitments for performing critical elements of Work from parties involved.
 - b. Coordinate each element on the schedule with other construction activities; include minor elements involved in sequence of Work.
 - c. Show each activity in proper sequence.
 - d. Indicate graphically the sequences necessary for completion of related portions of Work.
 - e. Resolve conflicts among schedules of Subcontractors.
 - f. Revise as required by conditions and progress of Work.
 - g. Furnish copy of schedules for entire Project to each Subcontractor.
 - h. Coordinate with Section 01 50 00 - Construction Facilities, Temporary Controls and Utilities.
 3. Contractor shall perform Work in general accordance with most recent schedules submitted to Owner and Architect.

1.2 SUBMITTALS

- A. Project Information:
1. Preliminary Construction Schedule:
 - a. Submit to Owner and Architect prior to date set for Preconstruction Conference and prior to start of Work.
 2. Project Schedules:
 - a. Provide to Owner and Architect within 10 days of start of construction.
 3. Updated Project Schedules:
 - a. Provide to Owner and Architect monthly.
 - b. Provide if completion date is revised or sequence of Work is revised.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 FORM OF SCHEDULES

- A. Horizontal Bar Chart:
1. Provide separate horizontal bar column for each line item of the approved Schedule of Values.
 2. Indicate each bar with start and completion date of each item, its total dollar value percent to be completed for each month.
 3. Identify each bar column:

- a. By specification section number, Work element and major component.
 - b. By distinct graphic delineation.
 - 4. Horizontal time scale:
 - a. Identify first week day of each week.
 - 5. Scale and spacing:
 - a. Allow space for updating.
 - 6. As Work progresses, place contrasting mark in each bar to indicate actual progress and completion.
- B. Sheet Size:
- 1. Maximum 280 x 430 MM 11 x 17 IN.
- C. CPM Schedule:
- 1. Furnish a CPM schedule covering items of construction with, as a minimum, early/late start and early/late finish and normal float.

3.2 CONTENT OF SCHEDULES

- A. Provide complete sequence of construction by activity.
- 1. Shop drawings, product data and samples:
 - a. Submittal dates as indicated in approved Submittal Schedule.
 - b. Dates reviewed copies will be required.
 - 2. Decision dates for:
 - a. Selection of finishes.
 - 3. Product procurement and delivery dates.
 - 4. Dates product information and delivery of Owner furnished, installed equipment and materials is needed.
- B. Dates for early and late beginning, and completion of each element of construction.
- C. Identify Work of logically grouped activities.
- D. Indicate important stages of construction for each major portion of Work, including submittal review, testing, and installation.
- E. Identify punch list preparation and completion durations, agencies inspections, and Owner occupancy dates.
- F. Show projected percentage of completion for each item of Work as of last day of every month.
- G. Identify restraints and constraints.
- H. Identify critical path and critical portions of entire schedule. There shall be only one critical path and it shall be clearly identified.

3.3 UPDATING

- A. Show changes occurring since previous submission of updated schedules.
- B. Indicate progress of each activity, actual verses scheduled start and completion dates, and actual verses scheduled percent complete by month.
- C. Include:
- 1. Major changes in scope.
 - 2. Activities modified since previous updating.
 - 3. Review projections due to changes.
 - 4. Other identifiable changes.
- D. Provide Narrative report Including:
- 1. Discussion of problem areas including current and anticipated delay factors and their impact.
 - 2. Corrective action taken or proposed and its effect.
 - 3. Effect of change in schedule.
 - 4. Description of revisions.

- a. Effect on schedule due to changes to Contract.
- b. Revisions in duration of activities.
- c. Other changes that may affect schedule.

3.4 DISTRIBUTION

- A. Distribute copies of revised schedules to:
 1. Owner.
 2. Architect.
 3. Contractors/Subcontractors.
 4. Building Owner.
 5. Other concerned parties.
- B. Instruct recipients to report inability to comply and provide detailed requirements and schedule, with suggested remedies.

END OF SECTION

SECTION 01 32 26
PROGRESS REPORTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Includes:
1. Compilation and submission of monthly progress reports.

1.2 SUBMITTALS

- A. Project Information:
1. Progress report:
 - a. Submit monthly prior to or with Application for Payment.
 - 1) Written portion of report shall be in Microsoft Word format.

1.3 PROGRESS REPORTS

- A. Each Subcontractor shall prepare comprehensive Daily Log and maintain it during entire project period. Submit copy to Contractor for compilation into monthly Progress Reports.
- B. Progress report to include following Summary narrative for entire month.
1. Current total percent complete.
 2. Current percent complete of major work activities.
 3. Percent of work completed during past month.
 4. Main work activities completed during prior month.
 5. Main work activities in process and scheduled for next month, including major equipment deliveries, system tie-ins and system start-ups.
 6. Overall status of project compared with project schedule.
 7. Delays or potential delays, if any.
- C. Daily logs to include following data for each day of prior month.
1. Manpower, by trade.
 2. Work performed, with location.
 3. Weather.
 4. Situations or circumstances which could delay work or give cause for claims for extension of time or added cost.
 5. List of visitors names, to include officials, Owner's representatives, and other authorities.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Shop Drawings, Product Data, Samples, Project Information submittals including Contract Closeout submittals.
- B. Provisions of this Section take precedence over provisions in General Conditions of the Contract for Construction governing Shop Drawings, Product Data, Samples, Project Information and Contract Closeout Information submittals.
- C. Submittals are not to be used as means for substitution requests.
 - 1. Submittals that include substitutions will be returned without review or action.
- D. Contact Architect in event of non-availability of specified product due to strikes, lockouts, bankruptcy, production discontinuance, proven shortage, or similar occurrences.
 - 1. Notify Architect, in writing, with substantiating data as soon as non-availability becomes apparent.
 - 2. Notify in time to avoid delay in construction.
- E. Appropriateness and accuracy of calculations is responsibility of Contractor, and Contractor's Professional Structural Engineer when such calculations are required to be professionally sealed.
- F. When professional or other certification of performance criteria of materials, systems or equipment is required by Contract Documents, Architect shall be entitled to rely upon accuracy and completeness of such calculations and certifications.

1.2 DEFINITIONS

- A. General:
 - 1. Submittals are not Contract Documents.
 - 2. Purpose of submittals is to demonstrate way by which Contractor proposes to conform to information given and design concept expressed in Contract Documents for those portions of Work for which Contract Documents require submittals..
- B. Shop Drawings Action Submittals:
 - 1. Drawings to scale, diagrams, schedules and other data specially prepared for Work by Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of Work.
- C. Product Data Action Submittals:
 - 1. Illustrations, standard schedules, performance charts, instructions, brochures, color charts, performance curves, diagrams, test data and other information furnished by Contractor to illustrate material, product, equipment or system for some portion of Work.
- D. Samples Action Submittals:
 - 1. Physical examples which illustrate size, kind, pattern, texture, materials, equipment, systems or workmanship and establish standards by which Work will be judged.
 - 2. Samples also include job site Mock-ups and sample construction.
- E. Project Information Submittals:
 - 1. Examples of Information Submittals, which do not require review or action by Architect, include but are not limited to;
 - a. Progress Reports
 - b. Contractor Coordination Drawings
 - c. Bonds.

- d. Construction Schedules.
 - e. Manufacturer's Installation or Adjustment Instructions.
 - f. Statements of Qualifications.
 - g. Certificates.
 - h. Field Service, Laboratory Test.
 - i. Start-Up Reports,
 - j. Design Calculations.
 - k. Material Safety Data Sheets.
 - l. Safety Programs and Reports.
 - m. Other Information Submittals identified in individual specification sections or on the drawings.
- F. "Contract Closeout Information" Submittals:
- 1. Items pertaining to quality control and Owner information, which are required at Substantial or Final Completion, and do not require review or action by Architect.
 - 2. Architect may review at its sole discretion, for general compliance with Contract Documents only.
 - 3. Review will not constitute a detailed check of submitted design calculations.
 - 4. Examples of Contract Closeout Information Submittals, which do not require review or action by Architect, include but are not limited to Pre-occupancy test reports.
 - a. Operation and Maintenance Data.
 - b. Warranties and Guarantees
 - c. Owner instruction reports.
 - d. Project Record documents.
 - e. Extra materials or tools.
 - f. Other Submittals identified in individual specification sections.

1.3 SUBMITTALS REQUIRED BY THIS SECTION

- A. Project information:
- 1. Schedule of Submittals: Provide sufficiently in advance of transmittal of first submittal and prior to first application for payment.

1.4 SCHEDULE OF SUBMITTALS

- A. Complete Schedule of Submittals shall include Shop Drawings, Product Data, Samples, Project Information, and Contract Closeout Information required by specification section Submittal paragraphs.
- 1. Submittals Schedule shall be mutually agreed upon, in writing, by Architect and Contractor.
 - 2. Contractor or Subcontractors may require submittals for their coordination purposes even when submittals are not required by Contract Documents for Architect's review. Do not include or submit such submittals to Architect.
 - 3. Schedule shall be in horizontal bar chart format divided by weeks indicate proposed submittal dates for each submittal.
 - 4. Schedule shall allow for adequate time to perform orderly and proper review of submittals, including time for consultants and Owner if required and resubmittals by Contractor if necessary, and to cause no delay in Work or in activities of Owner or other contractors.
 - a. Allow at least two weeks for Architect's review and processing of each submittal, excluding mailing.
 - 5. Coordinate each submittal with fabrication purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 6. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - 7. Architect reserves the right to withhold action on a submittal which, in the Architect's opinion, requires coordination with other submittals until related submittals are received, and will notify the Contractor, in writing, when this right will be exercised.
 - 8. Do not include or submit items not required to be submitted by Contract Documents.

9. Arrange submittals as indicated on the drawings:
10. Indicate submittals that will be provided to agencies having jurisdiction. Schedule sufficiently in advance of date required to allow agency reasonable time for review, and Contractor resubmission if necessary, and to cause no delay in Work or in activities of Owner or other contractors.
11. Submit all submittals required at same time which are needed for a complete review, except Contract Closeout Information Submittals.
12. Do not submit large quantities of submittals at one time.
13. Schedule Contract Closeout Information submittals during last quarter of construction period and prior to Substantial Completion.
14. Partial payment requests may be withheld until satisfactory Schedule of Submittals has been received.

1.5 SHOP DRAWINGS

- A. Shop Drawing Action Submittals are required as called for in the drawings.
 1. Do not use Contract Drawings as Shop Drawings.
- B. Submit high quality, high contrast copy of Product Data in Portable Document Format (PDF).
 1. Utilizing Project Tracker Collaboration System (PTCS). See Section 01 31 26 for specific information.

1.6 PRODUCT DATA

- A. Product Data Action Submittals are required as called for in the drawings.
- B. Submit high quality, high contrast copy of Product Data in Portable Document Format (PDF).
 1. Utilizing Project Tracker Collaboration System (PTCS). See Section 01 31 26 for specific information.
 2. Include index if multiple items are included in submittal.
 3. Mark each copy to show exact item, model, and options submitted for review.
 4. Show compliance with specified reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances; notation of coordination requirements.
 5. Mark through items on manufacturer's standard sheets which are not being proposed. Submittals without indications and deletions will be returned without review.
 6. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls and other pertinent data.

1.7 SAMPLES

- A. Sample Action Submittals are required as called for in the drawings.
 1. Identify samples with manufacturer's name, item, use, type, Project designation, specification section or drawing, detail reference, color, range, texture, finish and other pertinent data.
 2. Send samples to address indicated, or Project site if required or requested.
 3. Samples shall have a label affixed or attached thereto of sufficient size to accommodate Contractor's approval stamp.
 4. Submit two samples of each.
 5. Architect may retain one sample for comparison purposes.
- B. When specific colors, textures, or patterns are not specified, submit samples from full range of manufacturer's standards for selection. When custom or standard finishes are specified, submit samples of specified colors, textures or patterns.

1.8 PROJECT INFORMATION AND CONTRACT CLOSEOUT INFORMATION

- A. Project Information and Contract Closeout Information submittals are required as called for in the drawings.
- A. Submit high quality, high contrast copy of Product Data in Portable Document Format (PDF).

1. Utilizing Project Tracker Collaboration System (PTCS). See Section 01 31 26 for specific information.

1.9 SUBMITTALS REQUIRING PROFESSIONAL SEALS AND SIGNATURES

- A. Shall be submitted per following:
 1. Unless otherwise agreed to by Architect, submit to Architect's for records one (1) original, or high quality high contrast copy of submittal suitable for reproduction, unless quantity is indicated elsewhere. Submit quantity indicated in specifications sections to Owner.
 2. Architect is not required to return submittal.
 3. Do not fold. Submit in envelope large enough for submitted items.

1.10 TRANSMITTAL – GENERAL

- A. Contractor is responsible for making submissions.
 1. Electronic submittals shall be submitted utilizing web-based Project Tracker Collaboration System. See Section 01 31 26 for specific information.
 2. Samples and submittals which require hard copies, submit items to office of Architect:

HDR Architecture, Inc.
8404 Indian Hills Drive
Omaha, NE 68114-4098
Attention: Sheila J Ireland

- B. Transmit items with Submittal Transmittal form included at end of this section, or supplied by Architect, or similar format approved in advance by Architect.
 1. If submittal is based on an Optional manufacturer in lieu of Base manufacturer listed, submit completed form titled Optional Manufacturer Product or System Comparison included at end of this section along with Submittal Transmittal form.
 - a. Optional Manufacturer Product or System Comparison form is not required to be submitted if Optional manufacturer product name and product or model number is specifically listed in technical specification sections.
 2. Contact Architect for copy made for Project.
 3. Indicate Project name, Architect's project number, description of submitted items or systems, manufacturer and submittal type on transmittal form.
 4. Indicate submitted date, approval and sign in appropriate space on transmittal form.
 5. Submittal Transmittal form shall stay with submittal throughout its routing.
 6. Indicate submittal number in space provided on Submittal Transmittal form. Following submittal numbering system shall be used:
 - a. Identify each submittal using the same language used in the drawings.
 - b. After section number, indicate sequence number. First submittal of section series would be numbered "#####-1 IN, next would be "#####-2 IN, etc.
 - c. If returned for re-submission, add a designation character. Second submission would be "#####-1A", third would be "#####-1B", etc.
 7. Indicate description of submitted items including drawing numbers, etc.
 8. Indicate "Submittal type" being submitted.
- C. Submittals shall only include items from one specification section.
 1. Project Information Submittals and Contract Closeout Information Submittals shall be submitted separately from other submittals required by specification section.
 2. Submit all items specified in section at same time for complete review, except Contract Closeout Information Submittals.

- D. Do not submit following:
 1. Submittals not required by specification section Submittal paragraph.
 2. Submittals required by other contractors or trades for their coordination that are not required by specification section Submittal paragraph.
 3. Submittal of products, systems or manufactures not specified.
 4. Submittal of substitution.
 5. Submittal of MSDS information.
 6. Large quantities of submittals at one time.
- E. Do not mark copies with highlighters that black out information, or turn opaque when reproduced, or will not scan or reproduce legibly.

1.11 CONTRACTOR AND SUBCONTRACTOR ACTION

- A. Submit submittals required by Contract Documents in accordance with submittal schedule approved by Architect or, in absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in Work or in the activities of Owner or of separate Contractors.
- B. Direct specific attention in writing with submittal or on submittal, indicating deviations from requirements of Contract Documents.
 1. Contractor shall not be relieved of responsibility for any deviation from requirements of Contract Documents by Architect's approval of submittals unless,
 - a. Contractor has specifically informed Architect in writing of such deviation at time of submission, and
 - b. Architect has given written approval to specific deviation as a minor change in Work, or
 - c. a Change Order or Construction Change Directive has been issued authorizing the deviation.
 2. 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. Completed Work shall match appearance of approved samples and mock-ups.
- C. Contractor represents and warrants that submittals shall be prepared by persons and entities possessing expertise and experience in the trade for which submittal is prepared, and if required by Architect or applicable law, by a licensed Professional Engineer or Structural Engineer, or other specialized Engineer, where so stipulated.
- D. Contractor is responsible for confirmation and correlation of dimensions at Project site; for information that pertains solely to fabrication processes or to techniques of construction; and for coordination of work of trades.
- E. Contractor and Subcontractor shall review submittal required by Contract Documents for compliance with Contract Documents, approve and submit to Architect.
- F. Submittal to Architect indicates Contractor, Subcontractor represent they have:
 1. Reviewed submittal for compliance with the Contract Documents and has approved submittal;
 2. Determined and verified field measurements, and field construction criteria related thereto, or will do so;
 3. Determined and verified quantities, materials, performance criteria, installation requirements, catalog numbers and similar data related thereto;
 4. Determined substitutions have not been included;
 5. Checked, determined, verified and coordinated information contained within such submittals with requirements of Work, Contract Documents and other submittals;
- G. Resubmit items returned by Architect and marked "Revise and Resubmit" or "Not Approved" until approval is received.
 1. Direct specific attention, in writing, or on resubmitted submittals to revisions other than those requested by Architect on previous submittals.

2. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.
 3. Bubble or otherwise clearly identify all changes from previous submittal.
 4. Tag each re-submittal with a designation that reuses the previous submittal number and a suffix designating the re-submittal sequence in accordance with the numbering system indicated in this section.
- H. Contractor shall reproduce and distribute copies of submittals after Architect's review to:
1. Project site: Copy of "Approved" or "Approved as Noted" submittals for use by Contractor's field staff, Owner and Architect's representatives.
 2. Subcontractor or vendor.
 3. Other Contractors, Subcontractors or vendors as may be required for coordination purposes.
 4. Owner: Copy of "Approved" or "Approved as Noted" submittals.
 5. Authorities having jurisdiction: Copy of "Approved" or "Approved as Noted" submittals if required by Authority Having Jurisdiction (AHJ).
 6. Inspector (if any): Copy of "Approved" or "Approved as Noted" submittals.
 7. Testing and Inspection Agencies: Copy of "Approved" or "Approved as Noted" submittals required for them to perform inspections and testing.
- I. Contractor shall not be relieved from responsibility for coordination with other submittals or for errors or omissions in submittals by Architect's approval thereof.
- J. Material lists and quantity information included in submittals are sole responsibility of Contractor.
- K. Where a submittal is required by Specifications, any related Work performed prior to Architect's review and approval of the pertinent submission will be sole expense and responsibility of Contractor.

1.12 ARCHITECT ACTION ON SUBMITTALS

- A. Architect's action on submittals:
1. "APPROVED": Submittal is in general conformance with the design concept of Project and in general compliance with information given in Contract Documents.
 2. "APPROVED AS NOTED": Submittal has minor issues. Noted corrections must be made in final installation. Architect has option to require re-submission for record.
 3. "REVISE AND RESUBMIT": Re-submission is required, due to nature or number of issues.
 4. "NOT APPROVED": Submittal does not meet contract requirements or is not required to be submitted..
 5. "NO ACTION REQUIRED BY ARCHITECT": Submittal not required, Project Information or Contract Closeout Information Submittal
- B. Architect will review and approve or take other appropriate action upon Contractor's submittals, but only for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
1. Such review and action is limited to only those submittals identified in Contract Documents.
 2. Architect's review of such submittals is not conducted for purpose of determining accuracy and completeness of other details and information such as dimensions, quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain responsibility of the Contractor.
 3. Architect's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 4. Architect's review or approval shall not constitute a review of safety or health precautions, or of any construction means, methods, techniques, sequences or procedures.
 5. Architect's review or approval on a resubmission shall not apply to revisions that Contractor has not directed specific attention to in writing on resubmitted submittals, other than those requested by Architect on previous submittal.

- C. Architect's action will be taken with such reasonable promptness as to cause no delay in Work or in activities of Owner, Contractor or separate contractors, while allowing sufficient time in Architect's professional judgment to permit adequate review by Architect, Architect's consultants, and Owner, if needed.
 - 1. Architect's obligation to review or approve submittals and to return them with reasonable promptness is conditional upon prior review and approval of submittals by Contractor, and Contractor's transmittal of submittals in accordance with Contract Documents and approved Schedule of Submittals.
- D. Items not submitted in accordance with provisions of this section may be returned, without review or action.
 - 1. Submittals which do not indicate Contractor has reviewed submittal for compliance with Contract Documents, and approved submittal.
 - 2. Submittals which are not required by Contract Documents.
 - 3. Submittal on items not approved for use by Contract Documents.
 - 4. Submittals which include information from more than one specification section.
 - 5. Project Information Submittals or Contract Closeout Information Submittals included with other submittals required by specification section Submittal paragraph.
 - 6. Submittals required by other contractors or trades for their coordination that are not required by specification section Submittal paragraph.
 - 7. Submittal of products, systems, or manufactures not specified.
 - 8. Submittal of substitution.
 - 9. Submittal of MSDS information.
 - 10. Information on only a portion of a submittal.
 - 11. If approved Submittal Transmittal form was not used.
- E. If a submittal must be delayed for coordination with other submittals not yet submitted, Architect may, as an option, either return submittal with no action or notify Contractor of other submittals which must be received before submittal will be reviewed.
- F. Additional copies of submittals not required or requested may not be returned.
- G. Architect may review Project Information Submittals or Contract Closeout Information Submittals at its sole discretion, for general compliance with design concept expressed in Contract Documents.
- H. Architect will return submittal utilizing Project Tracker Collaboration System (PTCS) indicating comments and action taken for Contractor's use and distribution.
 - 1. Architect will notify Contractor by email when submittals have been reviewed and posted to PTCS.
 - 2. Architect is not required to return Samples, Project Information and Contract Closeout Information submittals.
 - 3. Submittals may be returned by regular mail at Architect's discretion.

END OF DOCUMENT

SUBMITTAL TRANSMITTAL

PROJECT: _____ **SUBMITTAL NO:** _____
 _____ SECTION NUMBER: _____
 _____ SEQUENCE NUMBER: _____
ARCH PROJ. NO.: _____ **RE-SUBMITTAL CHARACTER:** _____
SPECIFICATION TITLE: _____
MANUFACTURER: _____

Base Manufacturer Optional Manufacturer

- Do not submit on manufacturers not listed in Specifications.
- Complete attached Optional Manufacturer Product or System Comparison form if manufacturer is an Optional manufacturer.
- Architect's Action Taken in accordance with provisions of the Contract Documents.
- This Transmittal Form shall stay with the submittal throughout routing. Copy for file.

DESCRIPTION OF SUBMITTED ITEM: _____

Routing Sequence	Action Taken By	Date Rec'd	Date Sent	Number Copies	Action Taken
Subcontractor/Supplier:					A Note 1
Contractor:					A Note 1
Architect: HDR Inc.					
Contractor:					
Subcontractor/Supplier:			N.A.		
Owner:	N.A.		N.A.		N.A.

ACTION LEGEND

Indicated in Action Taken column above.

- A** APPROVED
- B** APPROVED AS NOTED
- C** REVISE AND RESUBMIT
- D** NOT APPROVED
- E** NO ACTION REQUIRED BY ARCHITECT
- E1** Submittal not required
- E2** Project Information or Contract Closeout Information Submittal

Note 1: Submittal transmittal to Architect indicates Contractor and subcontractor have reviewed for compliance with Contract Documents and have approved submittal.

COMMENTS

- SEE ATTACHED COMMENTS SEE ENCLOSED SUBMITTAL FOR COMMENTS
- SUPPLEMENTAL INFORMATION REQUIRED

END OF SUBMITTAL TRANSMITTAL

OPTIONAL MANUFACTURER PRODUCT / SYSTEM COMPARISON

IF SUBMITTING OPTIONAL MANUFACTURER LISTED IN TECHNICAL SPECIFICATIONS,
 COMPLETE THIS FORM, AND INCLUDE WITH FIRST SUBMITTAL TRANSMITTAL.
 Form not required if Optional manufacturer product name, product number, or model number is listed in
 technical specification sections.

PROJECT: _____ **SUBMITTAL NO:** _____ - _____
 _____ SECTION NUMBER -----| | |
 _____ SEQUENCE NUMBER -----| |
 _____ RE-SUBMITTAL CHARACTER -----|

Specification Section No.: _____
Article/Paragraph: _____

PRODUCT / SYSTEM COMPARISON
 Provide a one-to-one comparison with specified requirements.

	SPEC DESIGNATION (IF ANY)	BASE MANUFACTURER'S PRODUCT/SYSTEM	SUBMITTED MANUFACTURER'S PRODUCT/SYSTEM
Manufacturer,	_____	_____	_____
Name, Brand,	_____	_____	_____
Catalog No.,	_____	_____	_____
Features	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

EFFECT OF PRODUCT

Optional affects other parts of Work: No Yes (If yes, explain below)

Optional requires dimensional revision or redesign of structure or mechanical and electrical Work: No Yes (If yes, explain below)

Same warranty provided as specified base product: No Yes (If no, explain below)

Explanation: _____

STATEMENT OF CONFORMANCE OF PRODUCT OR SYSTEM TO CONTRACT REQUIREMENTS

Supplier, Subcontractor and Contractor in making submittal of Optional manufacturer's product or system, or in using an Optional manufacturer's product or system represent:

- Will coordinate installation of proposed product or system into Work, to include necessary changes or modifications or both to the Work, including additional costs to other contractors, when such changes result solely from the use of an Optional Manufacturer.
 - Waive all claims for additional costs or time extensions related to proposed product or system that subsequently become apparent or are caused by product.
 - Will modify other parts of Work as may be needed by use of proposed product or system to make all parts of Work complete and functioning.
-

ACKNOWLEDGEMENTS

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF OPTIONAL PRODUCT OR SYSTEMS

Requested by (firm):	_____		
Acknowledged by (print & sign):	_____	Date:	_____
Position:	_____	Phone	_____
Subcontractor:	_____		
Acknowledged by (print & sign):	_____	Date:	_____
Position:	_____	Phone	_____
Contractor:	_____		
Acknowledged by (print & sign):	_____	Date:	_____
Position:	_____	Phone	_____

END OF OPTIONAL PRODUCT / SYSTEM COMPARISON

SECTION 01 65 00

DELIVERY, HANDLING AND STORAGE: MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 JOB CONDITIONS

- A. Comply with applicable codes.
- B. Accomplish work to avoid damage to property.
- C. Provide fire protection.

PART 2 - EXECUTION

2.1 PRODUCT DELIVERY

- A. Convey by manufacturer's normal means.
- B. Ship in original labeled containers.
- C. Where applicable display UL labeling on packages.
- D. Schedule and coordinate deliveries to avoid interference with Owner's operation.
- E. Sequence deliveries to avoid unnecessary additional construction of temporary protection.
- F. Schedule deliveries to avoid delaying Work and to minimize space and duration of storage on site.
- G. Contractor responsible for acceptance at site.
 - 1. Inspect items for damage upon delivery, reorder as required.

2.2 PRODUCT HANDLING AND STORAGE

- A. Coordinate on site storage with Owner and other contractors working on site.
 - 1. Store only in authorized areas.
- B. When off-site storage is utilized, move items to site at no added cost.
- C. Use methods to avoid damage to item or structure.
- D. Protect weather fragile items from weather damage.
- E. Handle and store bulk aggregates to avoid contamination.
- F. Store to allow air circulation.
- G. Uncrate, assemble if required, and remove debris.
- H. Replace or repair damaged items.

2.3 CLEANUP

- A. Clean debris from storage areas and site.
- B. Remove excess materials from site.
- C. Deliver to Owner excess materials scheduled to remain.
- D. Restore site storage areas to original condition or as directed by Architect or Owner.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish labor, materials, tools, equipment, and services for Cutting and Patching in accordance with provisions of Contract Documents.
- B. Completely coordinate with the work of other trades.

1.2 DESCRIPTION

- A. This section covers cut and patch work either in remodel, add-on or new construction as necessary for execution of the Work.
- B. Install Work in such a manner and sequence as to preclude or minimize cutting and patching of new Work.
- C. Execute cutting, including excavation, fitting or patching of Work, required to:
 - 1. Make several parts fit properly.
 - 2. Uncover Work to provide for installation of ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace non-conforming Work.
 - 5. Remove samples of installed Work for testing.
 - 6. Install specified Work in existing construction.
 - 7. Provide rerouting penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 8. Remove and finish construction at connections to other structures.
 - 9. Remove existing roofing where required by new Work, and patch to match existing roofing.
- D. Do not endanger any Work or Work of other Contractors, by cutting, excavating, or otherwise altering Work except with written consent of Contractor subject to review by Architect.
- E. Do not cut into or cut away structural concrete, other concrete or other structural members nor dig under foundations or into structural walls or other parts, or in any case allow same to be done without full knowledge and written consent of Architect.
- F. Repair or replace damaged work resulting from violation of these provisions.
- G. Use only firms or individual trades qualified to perform Work required under this Section.

1.3 QUALITY ASSURANCE

- A. Employ skilled persons experienced with material requiring cutting and patching.
 - 1. To the greatest extent practicable, employ original installer to perform cutting and patching for weather-exposed and moisture-resistant components, and sight-exposed surfaces.
- B. Written Requests:
 - 1. Submit requests in advance of cutting or alteration which affects:
 - a. Structural integrity of any component of Project.
 - b. Integrity of weather-exposed or moisture-resistant component.
 - c. Efficiency, maintenance, or safety of an operational component.
 - d. Visual qualities of sight-exposed components.
 - e. Work of Owner, Building Owner, or separate contractor.
 - 2. Include in Request:
 - a. Location and description of affected work.
 - b. Necessity for cutting or alteration.
 - c. Description of proposed work, and products to be used.

- d. Alternatives to cutting and patching.
 - e. Effect on work of Owner, Building Owner, or separate contractor.
 - f. Written permission of affected separate contractor.
 - g. Date and time work will be executed.
- C. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- D. Operational Limitations:
- 1. Cut and patch operating elements or related components in a manner that results in maintaining their capacity to perform as intended.
 - 2. Cut and patch operating elements or related components in a manner that does not result in increased maintenance or decreased operational life or safety.
- E. Structural Work:
- 1. Cut and patch structural elements in a manner that maintains their load-carrying capacity or load-deflection ratio.
 - 2. Follow applicable NFPA Standards when torch cutting is required.
- F. Visual Requirements:
- 1. Cut and patch construction exposed on exterior or in occupied spaces in a manner to, in Architect's opinion, retain the building's aesthetic or visual qualities.
 - 2. Cut and patch construction in a manner to avoid visual evidence of cutting and patching.
 - 3. Remove and replace construction which was cut and patched in a visually unsatisfactory manner.
- G. Warranties and Existing Warranties:
- 1. Replace, patch, and repair material and surfaces cut or damaged by methods and with materials and in such manner to maintain warranties.

1.4 JOB CONDITIONS

- A. Before start of Work, obtain and pay for permits required by authorities having jurisdiction and notify utilities companies.
- B. Obtain approval of Building Owner and authorities having jurisdiction for Work which affects existing means of egress.
 - 1. Review with and obtain approval of authorities for temporary construction.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Protect existing construction during cutting and patching to prevent damage.
- E. Provide protection from adverse weather conditions.
- F. Avoid cutting existing utilities, pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until alternate provisions have been provided.
- G. Carefully remove and store items to be salvaged in an area as directed by or easily accessible by Owner or Building Owner.

1.5 SUBMITTALS

- A. Shop Drawings:
 - 1. Provide dimensioned drawings showing position and size of sleeves and openings in relation to structural grid of building, equipment, and other assemblies.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials identical to existing materials.

- B. For exposed surfaces, use materials that visually match existing adjacent surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used.
- C. Use materials whose installed performance will be compatible with and will equal to or surpass that of existing materials.
- D. Where applicable, comply with specifications for type of Work to be performed.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Prior to bid, become knowledgeable of existing facilities, utility requirements and construction.
- B. Perform preliminary investigations to determine extent of Work.
 - 1. Conditions evident by such investigation will not be allowed as claim for extra cost.
- C. Inspect conditions for work, including elements subject to movement or damage during:
 - 1. Cutting and patching.
 - 2. Excavating and backfilling.
- D. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- E. Before proceeding, meet at site with parties involved in cutting and patching, including mechanical and electrical trades.
 - 1. Review areas of potential interference and conflict.
 - 2. Coordinate procedures and resolve potential conflicts before proceeding.
- F. After uncovering existing conditions for Work, inspect conditions affecting installation of new products or Work.

3.2 PREPARATION PRIOR TO CUTTING

- A. Provide shoring, bracing and support to maintain structural integrity.
- B. Provide protection for other affected portions of Project.
- C. Provide protection from elements when required.
- D. Existing Utility Services and Mechanical/Electrical Systems:
 - 1. Bypass existing utility services and building systems to be removed, relocated, or abandoned, before cutting to prevent interruption to occupied areas.
- E. Maintain excavations free of water.

3.3 CUTTING AND REMOVAL - GENERAL

- A. Execute fitting and adjustment to provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting with methods to avoid damage of existing or other Work and provide surfaces to receive installation of new Work.
- C. Perform backfilling as indicated in the drawings.
- D. Neatly cut and remove materials, and prepare openings to receive new work.
- E. Remove masonry or concrete in small sections.
- F. Provide shoring, bracing, and other supports to prevent movement, settlement, or collapse of remaining or adjacent wall areas, structure, or facilities.
- G. Arrange shoring, bracing, and supports to prevent overloading of structure.
- H. Exercise precaution to prevent damage to existing remaining work or to adjacent facilities.

- I. Execute Work using methods which will prevent interference with use of remaining and adjacent facilities by Building Owner and tenants.
- J. Remove existing work indicated to be removed, or as necessary for installation of new Work.
- K. Provide for cutting, fitting, repairing, patching and finishing of Work disturbed by installation of new Work.
- L. Do not remove or damage fireproofing materials.
 - 1. Install hangers, inserts, supports, and anchors prior to installation of fireproofing.
 - 2. Repair or replace damaged fireproofing.

3.4 CUTTING

- A. Cut existing construction to:
 - 1. Provide for installation of other components or performance of other construction activities, and subsequent fitting and patching to restore surfaces to their original condition.
 - 2. Fit products together, to integrate with other work.
 - 3. Uncover work to install ill-timed work.
 - 4. Remove and replace defective and non-conforming work.
 - 5. Provide openings for mechanical and electrical penetrations.
- B. Cut existing construction using methods least likely to damage components to be retained or adjoining construction.
 - 1. Where possible, review proposed procedures with original installer or comply with original installer's recommendations.
 - 2. Use hand or small power tools designed for sawing or grinding, not hammering and chopping.
 - a. Cut holes and slots to size required, with minimum disturbance of adjacent surfaces.
 - b. Temporarily cover openings when not in use.
 - 3. Cut or drill existing finished surfaces from exposed or finished side into concealed surfaces.
 - 4. Cut concrete and masonry using a carborundum saw or diamond core drill.
 - 5. Ensure utilities are located, where cutting and patching requires excavating and backfilling.
 - 6. Bypass portions of existing utility services to remain, removed, relocated or abandoned, before cutting.
 - a. Cut pipe or conduit partitions to be removed in walls.
 - b. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.

3.5 CUTTING IN CONCRETE CONSTRUCTION

- A. Do not cut or core drill openings or holes in beams, joists, and columns without prior written approval of Architect.
 - 1. Comply with additional requirements and instructions of Architect.
- B. In members other than beams, joists, and columns and unless shown on architectural or structural drawings; obtain prior written approval of Architect for openings larger than 10 IN in any dimension, or where dimension between 2 openings in less than 2 times maximum dimension of largest opening.
- C. At floor slabs and walls to be core drilled or cut, locate and mark reinforcing in both faces by means of x-ray, ground penetrating radar, pach-ometer, or prof-ometer.
 - 1. Submit drawings showing location of rebar and proposed cuts or cores for review.
- D. When written approval is obtained, comply with additional requirements and instructions of Architect.

3.6 MATCHING AND PATCHING

- A. Where items are removed from existing walls, ceilings, floors or partitions to remain, repair wall, ceiling, floor or partition disturbed by removal.

- B. Where portions of walls, ceilings, floors or partitions are removed, repair abutting walls, ceilings or floors disturbed by removal.
- C. Where existing construction is cut, removed or otherwise disturbed to permit installation of new Work, match and patch existing disturbed construction.
- D. Install new products to provide completed Work in accordance with requirements of Contract Documents.
- E. Use methods and materials similar in appearance, and equal in quality to areas or surfaces being repaired.
- F. Patch Work to match existing work and adjacent surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.
 - 1. Refinish continuous surfaces to nearest intersections.
 - 2. Refinish assemblies entirely.
- H. Remove and replace existing historic ceilings and finishes for installation of Work, if not shown to be removed on Architectural Drawings and Schedules.
 - 1. If existing historic ceiling cannot be satisfactorily reinstalled, notify architect.
- I. Repair or replace non-coordinated or defective Work, or Work not conforming to Contract Documents.

END OF SECTION

SECTION 01 74 23

GENERAL

1.1 FIRE PROTECTION

- A. Store volatile waste in listed disposal containers.
- B. Remove combustible debris from building at end of each shift and from site daily.
- C. Sources of ignition and smoking are prohibited in flammable and combustible storage areas.

1.2 POLLUTION CONTROL

- A. Conduct cleanup and disposal operations to comply with codes, rules, regulations, ordinances, and anti-pollution laws.
- B. Do not burn or dispose of combustible debris, rubbish and waste material on site.
- C. Do not discharge volatile, harmful, or dangerous materials into drainage systems.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials recommended by manufacturers of surfaces to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- C. Use only those cleaning materials which will not create hazards to health or property and will not damage surfaces.

PART 3 - EXECUTION

3.1 GENERAL

- A. Clean items installed under this Contract.
 - 1. Leave free of stains, dirt, dust, damage, or defects.
 - 2. Include washing, sweeping, polishing of wall surfaces, floors, windows, hardware, mirrors, lighting fixtures, equipment, etc.

3.2 DURING CONSTRUCTION

- A. Provide on-site listed disposal containers for collection of waste materials, debris, and rubbish.
- B. Remove waste materials, rubbish, and debris from site.
 - 1. Dispose of off site once a week.
- C. Wet down dusty materials and rubbish to prevent blowing dust during entire construction period.
 - 1. If use of water is prohibited by law, seek an alternate method to prevent blowing dust.
- D. Perform cleaning operations as required during construction to prevent accumulations of dust, soil, and debris.
- E. Clean and protect Work in progress and adjoining materials in place, during handling and installation.
- F. Clean and vacuum interior space prior to start of painting, and continue cleaning until painting is completed.
- G. Schedule cleaning operations so contaminants do not fall on wet painted surfaces.

- H. Clean and provide maintenance on completed Work as frequently as necessary through-out construction period.
- I. Clean lunch/break area after each use.
- J. Maintain site and building so no condition provides a fire hazard.
- K. Remove snow and ice from access to buildings.

3.3 FINAL CLEANING

- A. At Substantial Completion, perform final cleaning of Work and existing areas wherever any area are left less than clean by construction operations.
 - 1. Complete cleaning operations before requesting review for Substantial Completion.
- B. Use experienced workmen or professional cleaners for final cleaning.
- C. Repair and touch-up marred areas.
- D. Broom clean and remove stains from paved surfaces.
- E. Replace air conditioning filters in units operated during construction.
- F. Clean ducts, blowers, and coils in air conditioning units operated during construction.
- G. Remove grease, dust, dirt, stains, labels, fingerprints, mastic, adhesive, and foreign materials from interior and exterior surfaces, and fixtures, hardware, and equipment.
- H. Remove temporary protection and facilities installed for protection of the Work during construction.
- I. Wash and shine glazing, mirrors, stainless steel, etc., including existing windows in area of construction.
- J. Prior to Owner occupancy, Contractor and Owner shall conduct an inspection of interior and exterior surfaces and Work areas to verify Project is clean to Owner's satisfaction.

END OF SECTION

SECTION 01 77 00
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 PROVISIONS FOLLOWED BY AN ASTERISK (*) INCLUDE SOME OR ALL PROVISION AS OBTAINED FROM AIA DOCUMENT A201 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

1.2 SUBMITTALS

A. Contract Closeout Information:

1. For substantial completion:
 - a. Comprehensive list of all items to be completed or corrected.
 - b. Contractor's Notice of Substantial Completion.
 - c. Certificates of governing authorities.
 - d. Submittals required by other Sections.
2. For final completion:
 - a. Contractor's Certificate of Completion.
 - b. Evidence of payments and release or waiver of liens in triplicate.
 - 1) Contractor's Affidavit of Payments of Debts and Claims: AIA Document G706.
 - 2) Contractor's Affidavit of Release of Liens: AIA Document G706A.
 - 3) Contractor's release or waiver of liens.
 - 4) Separate releases or waivers of liens for subcontractors, suppliers, and others with lien rights against Owner, together with list of all such parties.
 - 5) If required by Owner, other data establishing payment or satisfaction of obligations arising out of Contract.
 - c. Consent of Surety (if any) to Final Payment: AIA Document G707.
 - d. Certificates evidencing that insurance to remain enforce.
 - e. Final application for payment.
 - f. Initialed list(s) of items to be completed or corrected verifying completion of each items.
 - g. List of Subcontractors and equipment suppliers. Include:
 - 1) Name.
 - 2) Address.
 - 3) Telephone number.
 - 4) Representative.
 - h. Closeout submittals required by other Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of Work when the Work or designated portion thereof is sufficiently complete in general accordance with Contract Documents so Owner can occupy or utilize Work for its intended use. *
1. Work will not be considered for Substantial Completion until all systems and equipment are operational; all designated or required governing agency inspections and certifications have been made and posted, instruction of designated Owner's personnel in operation of systems and equipment has been completed, operation and maintenance data has been satisfactorily turned over to Owner, and finishes are in place. In general, the only remaining Work shall be minor in nature, such that Owner may occupy or utilize Work or designated portion thereof, and completion or correction of Work by Contractor would not materially interfere or hamper Owner's intended business use or operation.

2. Contractor shall certify that all remaining Work will be completed within 30 consecutive calendar days following date of Substantial Completion, or as agreed to in writing, and failure to do so shall automatically reinstate provisions for damages due Owner as contained elsewhere in Contract Document or as provided by law for such period of time as may be required by Contractor to fully complete Work whether Owner has occupied Work or not.
- B. Obtain evidence of compliance with requirements of governing authorities:
 1. Certificates of inspection of:
 - a. Mechanical.
 - b. Electrical.
 - c. Plumbing.
 - d. Fire protection and life safety systems.
 - e. Elevators.
 - f. Etc.
 2. Health Department and other governing authorities as required.
 3. Certificate of Occupancy.
 - C. When Contractor considers that Work, or a portion thereof which Owner agrees to accept separately, is substantially complete, Contractor shall thoroughly inspect Work, and prepare and submit to Architect a comprehensive list of items to be corrected or completed, and Contractor's Notice of Substantial Completion (utilize form at end of this Section). *
 - D. Contractor certify that:
 1. Work performed under this Contract has been thoroughly inspected and considered to be sufficiently complete, in accordance with Contract Documents, so Owner can occupy or utilize Work for its intended use.
 - E. Failure of Contractor to include an item on such list(s) does not alter responsibility of Contractor to complete all Work in accordance with Contract Documents. *
 - F. Contractor shall proceed promptly to complete and correct the items on list.
 - G. After receipt of Contractor's comprehensive list of items to be corrected or completed, and Contractor's Notice of Substantial Completion, Architect and Owner will, within reasonable period after notification, review list of items to be completed or corrected, or inspect Work, or designated portion thereof, to determine whether Work is Substantially Complete. *
 - H. If Architect's or Owner's review or inspection discloses any item, whether or not included on Contractor's list, which is not sufficiently complete in general accordance with Contract Documents so Owner can occupy or utilize Work or designated portion thereof for its intended use: *
 1. Contractor will be notified stating reasons.
 2. Contractor shall substantially complete or correct Work.
 3. Contractor shall thoroughly re-inspect Work.
 4. Contractor shall submit another Contractor's Notice of Substantial Completion, a revised list of items to be completed or corrected, and a request for another review.
 5. Architect and Owner will again review list of items to be completed or corrected and Work.
 - I. If Contractor prematurely submits a Contractor's Notice of Substantial Completion or requests Architect's review of Work, and Architect determines that Project or designated portion thereof is not Substantially Complete, Architect may invoice Owner as a change in services for such cost involved in evaluating and reviewing Work, and associated travel costs. Contractor shall reimburse Owner for such costs.
 - J. Architect will not perform more reviews of sub-projects or phases than number indicated in Contract Documents or Owner – Architect Agreement, unless otherwise mutually agreed to by Architect and Owner.
 - K. When Work or designated portion thereof is considered Substantially Complete, Architect will prepare a Certificate of Substantial Completion.

1. The Certificate of Substantial Completion shall establish date of Substantial Completion, shall establish responsibilities of Owner and Contractor for security, maintenance, heat, utilities, damage to Work and insurance, and shall fix time within which Contractor shall complete and correct Work.
 2. Warranties and guarantees required by Contract Documents shall commence on date of Substantial Completion of Work or designated portion thereof unless otherwise provided in Certificate of Substantial Completion.
 3. The Certificate of Substantial Completion shall be submitted to Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. *
- L. Owner may occupy Project, or designated portion thereof, under provisions agreed to in Certificate of Substantial Completion, and if required, a certificate of occupancy has been issued by governing authorities.
1. If Owner is going to occupy Project, or designated portion thereof, Contractor shall perform final cleaning immediately.
 2. If Owner or Architect discovers any Work which is not complete and/or is not in conformance with Contract Documents, during or after occupying or utilizes Work, whether included on a list or not, Owner shall notify Contractor to complete or correct item(s) identified.
- M. Contractor shall proceed expeditiously with adequate forces to complete or correct Work, and to complete all Project closeout requirements within designated time.

1.4 FINAL COMPLETION

- A. After Contractor has completed all Work, and has thoroughly inspected Work to determine that it is sufficiently complete, is in general accordance with Contract Documents, and Contract is fully performed, Contractor shall submit Contractor's Certificate of Completion to Architect, and the list(s) of items to be completed or corrected initialed to indicate Contractor has verified completion of each item. * Utilize form at end of this section. Contractor certifies that:
1. Work has been thoroughly inspected by Contractor for compliance with Contract Documents.
 2. Work has been completed in accordance with Contract Documents.
 3. Equipment and systems have been tested and are operating satisfactorily.
 4. Contract closeout requirements have been completed satisfactorily and submitted.
 5. Contractor knows of no reason that insurance will not be renewable to cover period required by Contract Documents.
 6. Work is ready for final inspection and acceptance.
- B. Contractor submit final closeout submittals required by this and other Sections.
- C. Owner and Architect will make final walk through within a reasonable time after receipt of Contractor's Certificate of Completion and final Application for Payment. *
1. If Contractor prematurely submits a Contractor's Notice of Final Completion or requests Architect's final review of Project, and Architect determines that Project is not satisfactorily complete, Architect may invoice Owner as a change in services for such cost involved in evaluating and reviewing Work, and associated travel costs. Contractor shall reimburse Owner for such costs.
- D. Contractor shall remedy any remaining deficiencies or incomplete Work, at Contractor's expense.
- E. When Owner and Architect finds Work acceptable under Contract Documents and Contract satisfactorily performed, Architect will promptly issue a final Certificate for Payment. *

- F. Neither final payment nor any remaining retained percentage shall become due until Contractor submits to Architect;
1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied (AIA Documents G706 and G706A),
 2. a certificate evidencing that insurance required by 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 Owner,
 3. a written statement that Contractor knows of no substantial reason that insurance will not be renewable to cover period required by Contract Documents,
 4. consent of surety, if any, to final payment (AIA Document G707),
 5. Contractor's and Subcontractor's final release or waiver of liens,
 6. if required by 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 Contract, to extent and in such form as may be designated by Owner, for Owner's review, and
 7. if a Subcontractor refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to Owner all money that Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. *
- G. If Substantial Completion or Final Completion is delayed through no fault of Owner or Architect, Architect may invoice Owner as a change in services for such costs, and associated travel costs. Contractor shall reimburse the Owner for such costs.

END OF SECTION

CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION

PROJECT: SAC Federal Credit Union Tenant Fit-out

ARCH PROJ. NO.: 10057701 CONTRACT DATE: _____

CONTRACT FOR: _____

WORK OR DESIGNATED PORTION SHALL INCLUDE: _____

Work performed under this Contract has been thoroughly inspected and is considered to be sufficiently complete, in accordance with Contract Documents, so Owner can occupy or utilize Work or designated portion thereof for its intended use.

- Certificates of inspections indicating compliance with requirements of governing authorities, are attached hereto.
- Certificate of Occupancy have been obtained from governing authorities, are attached hereto.
- A comprehensive list of items to be completed or corrected, prepared by Contractor is attached, hereto. Failure to include any items on such list does not alter responsibility of Contractor to complete all Work in accordance with Contract Documents.

Contractor will complete or correct Work by: _____

CONTRACTOR: _____

BY: _____ DATE: _____

OWNER (agrees) (does not agree) to accept portion designated above separately from rest of Project.

Owner intends to utilize, occupy or take use on: _____

OWNER: _____

BY: _____ DATE: _____

The Work designated above, has been determined to be:

- Substantially Complete and a Certificate of Substantial Completion will be issued.
- Not substantially complete for following reasons: _____

ARCHITECT: HDR Architecture, Inc.

BY: _____ DATE: _____

DISTRIBUTION: OWNER ARCHITECT CONTRACTOR

END OF CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION

CONTRACTOR'S CERTIFICATE OF COMPLETION

PROJECT: SAC Federal Credit Union Tenant Fit-out
ARCH. PROJECT: 10057701
NUMBER: _____
CONTRACT FOR: _____
CONTRACT DATE: _____

This is to certify that I am an authorized official of, and have been properly authorized by said firm or corporation to certify following:

I know of my own personal knowledge, and do hereby certify on behalf of Contractor, that Work has been reviewed and thoroughly inspected for compliance with Contract Documents, that Work has been completed, in accordance with Contract Documents and Contract is fully performed, that all equipment and systems have been tested and are operating satisfactorily, that all Contract closeout requirements have been completed satisfactorily and submitted, know of no substantial reason that insurance will not be renewable to cover period required by Contract Documents, and Work is ready for final inspection and acceptance.

Attached are three (3) copies of following documents, which are required prior to final payment:

- Final Application for Payment.
- Contractor's Affidavit of Payments of Debts and Claims: AIA Document G706.
- Contractor's Affidavit of Release of Liens: AIA Document G706A.
- Contractor's Final Release or Waiver of Liens.
- Consent of Surety (if any) to Final Payment: AIA Document G707.
- 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 thirty (30) days' prior written notice has been given to Owner.
- The list(s) of if items which were to be completed and corrected, with each item initialed to indicate Contractor has verified completion or correction of each.
- List of subcontractors and equipment suppliers.
- Certified list of all sales and service taxes paid.
- Letter of site conformance by licensed surveyor.
- If required by Owner, other data establishing payment or satisfaction of obligations arising out of Contract.
- Bond satisfactory to Owner to indemnify Owner against liens from Subcontractors.
- Transmittal indicating Owner has received Project Record Documents.

I understand that acceptance of final payment by 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 time of final Application for Payment.

CONTRACTOR: _____ BY: _____

TITLE: _____ DATE: _____

Subscribed and sworn to me this _____ day of _____

NOTARY PUBLIC: _____

My commission expires: _____

DISTRIBUTION: OWNER ARCHITECT

END OF CONTRACTOR'S CERTIFICATE OF COMPLETION

SECTION 01 78 36
WARRANTIES AND GUARANTEES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Execute and provide notarized Project Warranty on form furnished at end of section.
- B. Warranties specified in Divisions 02 through 48 Sections shall be in addition to, and run concurrent with other warranties required by Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to the Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for the Owner.
- C. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of Contract Documents.
- D. Manufacturer's Warranties:
 - 1. Provide for products, equipment, systems and installations required by Divisions 02 through 48 Sections of Contract Documents for duration indicated.
 - 2. Where manufacturer's standard warranties or guarantees or both expire before duration required by other sections of Contract Documents, obtain and pay for extensions as part of Contract Price.
- E. Special Warranties:
 - 1. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
 - 2. Provide written Special Warranties for products, equipment, systems, installations, and joint responsibilities as noted and required by Divisions 02 through 48 Sections of Contract Documents for duration indicated.
 - 3. Prepare a written document that contains appropriate terms and identification, ready for execution.
 - a. Modified and properly executed Manufacturer's standard form to include Project-specific information.
 - b. Submit draft for approval before final execution.
 - 1) See Section 01 33 00.
- F. Provide Warranties, Special Warranties and Guarantees prior to final payment.
 - 1. Provide in electronic data format.
 - a. Coordinate format with Owner.
- G. Warranties, Special Warranties and Guarantees required by Contract Documents shall commence on date of Substantial Completion of Work unless otherwise indicated in Certificate of Substantial Completion.

1.2 SUBMITTALS

- A. Contract Closeout Information:
 - 1. Full executed and notarized Project Warranty on included form.
 - 2. Transmittal letter indicating Owner's receipt of electronic data format containing product equipment and system warranties or guarantees or both required by other sections of Contract Documents.

1.3 JOB CONDITIONS

- A. If for any reason, Contractor cannot warrant or guarantee or both any portion of Work using products or construction methods indicated or required by other sections of Contract Documents, notify Architect in writing during bid period, and before contracts are awarded, indicating reasons and names of products and data on substitutions that can be warranted or guaranteed or both.
 - 1. Should Contractor fail to notify Architect, Contractor will be considered as having agreed to warrant or guarantee or both for Work indicated.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 PROJECT WARRANTY

- A. Execute and provide notarized Project Warranty on form furnished at end of section.
 - 1. Provide Contractor's name, address, signature and date.
 - 2. Notarial Act and notarization:
 - a. Warranty document is required to be signed, dated, and sealed with Notary Public seal or stamp in accordance with state and territorial notary laws.

3.2 PRODUCT, EQUIPMENT AND SYSTEM WARRANTIES AND GUARANTEES

- A. Compile approved warranties and guarantees or both required by other sections of Contract Documents.
 - 1. Index by specification section, with each warranty, guarantee, or both clearly labeled.
 - a. Identify each volume with Project name and contents.
 - 2. Identify each warranty or guarantee or both in manner consistent with names and identification numbers used in Contract Documents.
 - 3. Provide transmittal letter containing:
 - a. Date
 - b. Project title
 - c. Contractor's name and address
 - d. Title and number of warranties, guarantees, or both
 - e. Indication of Owner's receipt
 - 4. Deliver to Owner prior to final payment with copy of transmittal letter indicating Owner's receipt.

END OF SECTION

PROJECT WARRANTY

PROJECT:

PROJECT NO.:

OWNER:

DATE OF SUBSTANTIAL COMPLETION:

As indicated on Certificate of Substantial Completion

Contractor, warrants to Owner that Work is free from defects not inherent in the quality required or permitted, and that Work conforms with requirements of Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

If, within one-year after the date of Substantial Completion of Work or designated portion thereof, or by terms of an applicable Special Warranty required by Contract Documents, any of the Work is found to be not in accordance with requirements of Contract Documents, the Contractor shall correct it promptly after receipt of written notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition. Owner shall give such notice promptly after discovery of the condition.

The above shall not be construed to establish a period of limitation with respect to other obligations which Contractor might have under Contract Documents. Establishment of one-year period for correction of Work relates only to specific obligation of Contractor to correct Work, and has no relationship to time within which obligation to comply with Contract Documents may be sought to be enforced, nor to time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

CONTRACTOR:

ADDRESS:

BY:

SIGNATURE: _____

TITLE:

DATE:

Subscribed and sworn to me this ____ day of _____ in the year of _____

NOTARY PUBLIC:

SIGNATURE: _____

LOCATION:

My Commission Expires:

END OF DOCUMENT

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. All documents required by Contract Documents, including but not limited to:
 - 1. Contract Drawings.
 - 2. Project Manual and Specifications.
 - 3. Addenda.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples and Mock-ups.
 - 7. Project Information.
 - 8. Change documents.
 - 9. Request for Information responses, directives, clarifications, interpretations, etc.
 - 10. Field test records.
 - 11. Warranties.
- B. Field Documents:
 - 1. Complete set of all documents required for construction.
 - 2. Used for construction of project.
- C. Periodic Update Documents:
 - 1. Complete separate set of all documents required for construction, with exception of samples and mock-ups, used for posting and updating on weekly basis.
 - 2. Do not use for construction of project.
- D. Project Record Documents:
 - 1. Complete set of all documents required for construction, with exception of samples and mock-ups, for updating at end of Project.

1.2 SUBMITTALS

- A. Contract Closeout Information:
 - 1. Copy of transmittal letter to Owner.
 - a. At completion of project, turn over Project Record Documents to Owner with letter of transmittal.
 - b. Submit Record Documents in suitable containers .
 - c. Provide Transmittal Letter containing:
 - 1) Date.
 - 2) Project title.
 - 3) Contractor's name and address.
 - 4) Title and number of each Project Record Document.
 - 5) Certification that Project Record Documents submitted are complete, accurate and reflect actual construction of project.
 - 6) Owner's signature indicating receipt and acceptance of Project Record Documents.
 - 2. Electronic copy of Record Drawing files to Architect.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 POSTING PRIOR TO CONSTRUCTION

- A. After Contract is executed, but prior to start of construction, obtain Contract Drawings and Project Manual/Specifications that will be used for Field Documents and Periodic Update Documents.
- B. Obtain copies of all addenda and post to all above documents.

3.2 FIELD DOCUMENTS

- A. Field Documents are intended for use in the construction of the project.
- B. Maintain minimum of one copy at project site.
- C. Label each document, "FIELD."
- D. Post documents with changes on a daily basis.

3.3 PERIODIC UPDATE DOCUMENTS

- A. Periodic Update Documents are intended for use by Architect, Owner, Owner's consultants, Authorities Having Jurisdiction, Special Inspections, and Testing Agencies.
- B. Maintain electronic file of project documents at project site.
- C. Identify each document within file, "PERIODIC UPDATE."
- D. Update documents on weekly basis:
 - 1. Contract drawings:
 - a. Amend to record actual construction including but not limited to:
 - 1) Addenda.
 - 2) Change orders or field orders.
 - 3) Clarifications, interpretations, directives.
 - 4) Depths of various elements of foundations in relation to first floor level.
 - 5) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 6) Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 7) Field changes of dimension and/or detail.
 - 8) Revisions incorporated into the contract by Change Order, Field Order, Clarifications, Interpretations or Directives.
 - 2. Project Manual/Specifications:
 - a. Amend affected sections to record changes including but not limited to:
 - 1) Addenda.
 - 2) Change orders or field orders.
 - 3) Clarifications, interpretations, directives.
 - 4) Include added sections to Project Manual/Specifications.
 - 5) Indicate manufacturer, makes, and models used for actual construction of project.
 - 3. Concealed work:
 - a. Do not conceal work until concealed information is recorded on Periodic Update Documents.
 - b. Work concealed prior to recording must be uncovered.
 - c. Upon recording on Periodic Update Documents, restore work at Contractor's expense.

3.4 PRODUCTION OF PROJECT RECORD DOCUMENTS

- A. Record Drawings:

1. Architect will furnish one set of Contract Documents in Adobe “PDF” file format with Architect’s seals and signatures removed for use as base Record Documents.
2. Mark Contract Drawings completely and accurately.
3. Employ personnel proficient at recording electronic graphic information in production of marked-up drawings to transfer all changes, corrections, entries, and other items from the Periodic Update Documents to Record Documents.
 - a. Refer instances of uncertainty to Architect for resolution.
4. Record Digital Data Files:
 - a. Prepare full set of corrected digital data files of Contract Drawings immediately before inspection for Certificate of Substantial Completion:
 - 1) Provide in annotated PDF electronic file with comment function enabled.
 - b. Incorporate changes and additional information previously entered on Periodic Update Drawings.
 - c. Delete, redraw, and add details and notations where applicable.
 - d. Name each PDF file to match Contract Drawing identification, i.e. "A-103G.pdf".
 - e. Label each document “PROJECT RECORD PRODUCED BY CONTRACTOR” and date in prominent place.
5. Provide Owner and Architect original Record Drawings, and digital data files in linked PDF electronic format.
 - a. Include:
 - 1) Addenda.
 - 2) Change order or field order.
 - 3) Clarifications, interpretations, directives.
 - 4) Bind added sections into Project Manual/Specifications.

END OF SECTION

SECTION 087100 – DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical & Access Control door hardware.
- C. Related Sections:
 - 1. Division 08 Section “Flush Wood Doors”.
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 101 - Life Safety Code.
 - 5. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.
 - c. Wiring instructions for each electronic component scheduled herein.
 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Proof of Certification: Provide copy of manufacturer(s) official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary Integrated Wiegand Access Control Products.

- E. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- D. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
 - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.

4. Installation of permanent keys, cylinder cores and software.
 5. Address and requirements for delivery of keys.
- G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 3. Review sequence of operation narratives for each unique access controlled opening.
 4. Review and finalize construction schedule and verify availability of materials.
 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.

- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Ten years for mortise locks and latches.
 - 2. Twenty five years for manual surface door closer bodies.
 - 3. Two years for electromechanical door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3.
 - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01,

Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
 - a. Two Hinges: For doors with heights up to 60 inches.
 - b. Three Hinges: For doors with heights 61 to 90 inches.
 - c. Four Hinges: For doors with heights 91 to 120 inches.
2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:
 - a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
5. Acceptable Manufacturers:
 - a. Hager Companies (HA).
 - b. McKinney Products (MK).

2.3 POWER TRANSFER DEVICES

A. Electrified Quick Connect Transfer Hinges: Provide electrified transfer hinges with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

1. Acceptable Manufacturers:

- a. Hager Companies (HA) - ETW-QC (# wires) Option.
- b. McKinney Products (MK) - QC (# wires) Option.

2.4 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinders: Original manufacturer cylinders complying with the following:
 1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
 2. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 3. Keyway: Manufacturer's Standard.
- D. Keying System: Each type of lock and cylinders to be factory keyed.
 1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 3. New System: Key locks to a new key system as directed by the Owner.
- E. Key Quantity: Provide the following minimum number of keys:
 1. Change Keys per Cylinder: Two (2)
 2. Master Keys (per Master Key Level/Group): Five (5).
 3. Construction Keys (where required): Ten (10).
- F. Construction Keying: Provide construction master keyed cylinders.
- G. Key Registration List (Bitting List):
 1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
 2. Provide transcript list in writing or electronic file as directed by the Owner.
- H. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.
 1. Acceptable Manufacturers:
 - a. Lund Equipment (LU).
 - b. MMF Industries (MM).

- c. Telkee (TK).

2.5 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.

- 1. Acceptable Manufacturers:

- a. Corbin Russwin Hardware (RU) – ML2000 Series.
- b. Sargent Manufacturing (SA) – 8200 Series.
- c. Schlage (SC) – L9000 Series.

2.6 INTEGRATED WIEGAND OUTPUT ACCESS CONTROL LOCKING DEVICES

- A. Integrated Wiegand Output Mortise Locks: Wiegand output ANSI A156.13, Grade 1, mortise lockset with integrated proximity card reader, request-to-exit signaling, door position status switch, and latchbolt monitoring in one complete unit. Hard wired, solenoid driven locking/unlocking control of the lever handle trim, 3/4" deadlocking anti-friction latch, and 1" case-hardened steel deadbolt. Lock is U.L listed and labeled for use on up to 3 hour fire rated openings. Available with or without keyed high security cylinder override.

- 1. Open architecture, hard wired platform supports centralized control of locking units with new or existing Wiegand compatible access control systems. Latchbolt monitoring and door position switch act in conjunction to report door-in-frame (DPS) and door latched (door closed and latched) conditions.
- 2. Reader supports either HID 125 kHz proximity (up to 39 bits, including Corporate 1000) or 13.56 MHz (2K-32K) iClass® credentials.
- 3. 12VDC external power supply required for reader and lock, with optional 24VDC operation available with iClass® reader (125 kHz reader is always 12VDC). Fail safe or fail secure options.
- 4. Installation requires only one cable run from the lock to the access control panel without requirements for additional proprietary lock panel interface boards or modules.
- 5. Support end-of-line resistors contained within the lock case.
- 6. Installation to include manufacturer's access control panel interface board or module where required for Wiegand output protocol.

- 7. Acceptable Manufacturers:

- a. Corbin Russwin Hardware (RU) - Access 600 - ML20600 RNE1 Series.
- b. Sargent Manufacturing (SA) - Harmony - H1/H2 8200 Series.
- c. Schlage (SC) - AD300 Series.

2.7 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
 4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.
 2. Dustproof Strikes: BHMA A156.16.

2.8 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
 2. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.
 3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.
 4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
 6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers

to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.

1. Acceptable Manufacturers:
 - a. Corbin Russwin Hardware (RU) - DC8000 Series.
 - b. LCN Closers (LC) - 4040XP Series.
 - c. Sargent Manufacturing (SA) - 281 Series.

2.9 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
 - a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Acceptable Manufacturers:
 - a. Hiawatha, Inc. (HI).
 - b. Rockwood Manufacturing (RO).
 - c. Trimco (TC).

2.10 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor

stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Acceptable Manufacturers:
 - a. Hiawatha, Inc. (HI).
 - b. Rockwood Manufacturing (RO).
 - c. Trimco (TC).

2.11 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Acceptable Manufacturers:
 1. National Guard Products (NG).
 2. Pemko Manufacturing (PE).
 3. Reese Enterprises, Inc. (RE).

2.12 ELECTRONIC ACCESSORIES

- A. Power Supplies: Provide Nationally Recognized Testing Laboratory Listed 12VDC or 24VDC (field selectable) filtered and regulated power supplies. Include battery backup option with integral battery charging capability in addition to operating the DC load in event of line voltage

failure. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.

1. Acceptable Manufacturers:
 - a. Securitron (SU) - BPS Series.

2.13 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.14 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

Hardware Sets

Set: 1.0

Doors: 1

1 Electric Hinge (HW, SS, NRP)	T4A3386-QC12 NRP 4-1/2" x 4-1/2"	US32D	MK
3 Hinge (HW, SS, NRP)	T4A3386 x NRP 4-1/2" x 4-1/2"	US32D	MK
1 Integrated Card Reader Lock	3 WBS 36 IDP PHR H2-82281 LNF (See Details for Door Thickness)	US26D	SA
1 Cabinet Lock	CKL		SU
1 Door Closer (Hvy PA)	TB 281 CPS with brackets/adapters as required	EN	SA
1 Kick Plate	K1050 8"H x 2" LDW 4BE CSK	US26D	RO
1 Saddle Threshold	271A x Door Width		PE
1 Weather Gasketing	316DS Perimeter Width x Height		PE
1 Sweep	345DNB x Door Width		PE
1 ElectroLynx Harness	QC-Cxxx sized for door width (number of wires as required)		MK
1 ElectroLynx Harness	QC-Cxxx 1500P (number of wires as required)		MK
1 Power Supply	BPS-12/24 (voltage/amperage as required)		SU
1 Battery Backup	B-12/24 (voltage/amperage as required)		SU
1 Remote Lock Release Button	Wireless RLR provided by Owner/Integrator	.	OT

Notes: Normally Locked and Armed. Staff entry by Reader. Public entry by Remote Lock Release (RLR). Free Egress at all times. RX in inside Lever to release lock and shunt alarm. Revert to battery backup if power primary is lost. Fail Secure if all power is lost. Privacy Function (PHR): Manual engagement of Deadbolt by inside Thumbturn shall momentarily disable outside reader (but maintain free egress by inside lever even when DB is engaged).

SAC FEDERAL CREDIT UNION - 1001 FARNAM BRANCH
 OMAHA, NE

Set: 3.0

Doors: 3

2 Hinge (HW, WT, NRP)	T4A3786 NRP 4-1/2" x 6" (wide throw)	D4	MK
1 Electric Hinge (HW, WT, NRP)	T4A3786-QC12 NRP 4-1/2" x 6" (wide throw)	D4	MK
1 Integrated Card Reader Lock	3 WBS 36 IDP PHR H2-82281 LNF (See Details for Door Thickness)	US26D	SA
1 Cabinet Lock	CKL		SU
1 Door Closer (Std PA)	281 P9 with brackets/adapters as required	EN	SA
1 Kick Plate	K1050 8"H x 2" LDW 4BE CSK	US26D	RO
1 Stop	406/409 to suit conditions	US32D	RO
3 Silencer	608/609 per frame conditions		RO
1 ElectroLynx Harness	QC-Cxxx sized for door width (number of wires as required)		MK
1 ElectroLynx Harness	QC-Cxxx 1500P (number of wires as required)		MK
1 Power Supply	BPS-12/24 (voltage/amperage as required)		SU
1 Battery Backup	B-12/24 (voltage/amperage as required)		SU

Notes: Normally Locked and Armed. Staff entry by Reader.
 Free Egress at all times. RX in inside Lever to release lock and shunt alarm.
 Revert to battery backup if power primary is lost. Fail Secure if all power is lost.
 Privacy Function (PHR): Manual engagement of Deadbolt by inside Thumbturn shall momentarily disable outside reader (but maintain free egress by inside lever even when DB is engaged).

Set: 4.0

Doors: 4

3 Hinge (HW, WT)	T4A3786 4-1/2" x 6" (wide throw)	D4	MK
1 Privacy Set	WBS 8265 LNF (See Details for Door Thickness)	US26D	SA
1 Door Closer (Std PA)	281 P9 with brackets/adapters as required	EN	SA
1 Kick Plate	K1050 8"H x 2" LDW 4BE CSK	US26D	RO
1 Stop	406/409 to suit conditions	US32D	RO
3 Silencer	608/609 per frame conditions		RO

END OF SECTION 087100