

PROJECT MANUAL FOR:

New Woodbury Nova Farms

642 Mantua Ave,
Woodbury, NJ 08096

FOR:

Nova Farms

34 Extension St,
Attleboro, MA 02703

PROJECT NO.: 22018

DATE: May 27, 2022



596 Glassboro Road, Woodbury Heights, New Jersey, 08097

Phone: (856) 845-7500

Fax: (856) 853-0528

1	<u>DIVISION 00 -</u>	<u>BIDDING AND CONTRACT REQUIREMENTS</u>
2	Section 00100	INVITATION FOR PROPOSALS
3	Section 00200	INSTRUCTIONS TO BIDDERS AIA DOCUMENT A701
4	Section 00210	SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
5	Section 00300	REQUIRED FORMS
6		Form of Proposal
7		Form of Agreement AIA Document A101
8		
9	Section 00400	GENERAL CONDITIONS AIA DOCUMENT A201
10	Section 00410	SUPPLEMENTAL GENERAL CONDITIONS
11	Section 00600	SCHEDULE OF DRAWINGS
12		
13	<u>DIVISION 01 -</u>	<u>GENERAL REQUIREMENTS</u>
14		
15	Section 01000	SUMMARY OF WORK
16	Section 01510	TEMPORARY FACILITIES AND CONTROLS
17	Section 01710	PROJECT CLOSEOUT
18		
19		
20		End of Index
21		
22		
23		

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00100 -INVITATION FOR PROPOSALS

1 Notice is hereby given that Nova Farms, 34 Extension St, Attleboro, MA 02703 invites proposals
2 for the construction of the new Woodbury Nova Farms to be located at 642 Mantua Ave,
3 Woodbury, NJ 08096.

4
5 Proposals will be received at Robbie Conley Architect LLC 596 Glassboro Road, Woodbury
6 Heights, NJ 08097 on June 30, 2022, at 2:00(PM) local time. Bid opening will be private.

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8 All bidders shall attend, either in person or by representative, a pre-bid conference to be held at 642
9 Mantua Ave, Woodbury, NJ 08096. Contractor Shall contact the Architect to schedule a walk
10 through. Failure of the bidder to attend a walk through may be cause for rejection of his bid.

11
12 Bidders may obtain electronic (PDF) copies of Drawings, Project Manual/Specifications and
13 Bidding Documents for this project at the offices of the Architect, ROBBIE CONLEY,
14 ARCHITECT, 596 Glassboro Road, Woodbury Heights, NJ 08097 or Via email.

15
16 No bid may be withdrawn for a period of 60 days after the opening of bids.

17
18 The Owner reserves the right to waive any informalities in any bid or bids, to reject any or all bids,
19 and to accept such bid or bids and to make such awards as may be in the Owner's best interest
20 and in accordance with the law.

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22
END OF SECTION 00100

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00200 –INSTRUCTIONS TO BIDDERS

1 The following Instructions to Bidders, AIA Document A701, current Edition, pages one (1) through
2 six (6) inclusive, and the Supplemental Instructions to Bidders constitute the Instructions to Bidders
3 for all of the work of the Contract and are hereby specifically made a part of the Contract
4 Documents.

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END OF SECTION 00200

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Woodbury Nova Farms
642 Mantua Ave, Woodbury, NJ 08096.
Alterations to existing building located at 642 Mantua Ave, Woodbury, NJ 08096.
Building shall be converted into a Cannabis store.

THE OWNER:

(Name, legal status, address, and other information)

Nova Farms
Nova Farms
34 Extension St,
Attleboro, MA 02703

THE ARCHITECT:

(Name, legal status, address, and other information)

Robbie Conley Architect, LLC., Limited Liability Company
596 Glassboro Road
Woodbury Heights, NJ 08097
Telephone Number: 856-845-7500
Fax Number: 856-853-0528

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | DEFINITIONS |
| 2 | BIDDER'S REPRESENTATIONS |
| 3 | BIDDING DOCUMENTS |
| 4 | BIDDING PROCEDURES |
| 5 | CONSIDERATION OF BIDS |
| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

ADDITIONS AND DELETIONS:

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 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 the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 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.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. 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 the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits:			
	<i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>			
	<input type="checkbox"/> AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>			
	<input type="checkbox"/> The Sustainability Plan:			
	Title	Date	Pages	
	<input type="checkbox"/> Supplementary and other Conditions of the Contract:			
	Document	Title	Date	Pages
.9	Other documents listed below:			
	<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 –REQUIRED FORMS

1 REQUIRED FORMS

2

3 The following forms are included, unless otherwise noted, only for the convenience of the Bidder,
4 and are not to be used or detached from this Project Manual:

5

6 Form of Proposal

7 Form of Agreement

8 NJ Worker & Community Right-to-Know Act Affidavit

9

10

11 Bid Forms

12

13 Attention is directed to the fact that this Project Manual, includes a complete set of bidding and
14 contract forms. Copies of bid forms are furnished for the purpose Submitting, three copies shall be
15 submitted with the Bid. All forms or papers required to be submitted with bids shall be signed,
16 witnessed, and/or sworn to.

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FORM OF PROPOSAL

CONTRACTOR ' S

NAME :

PN 22018

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 –REQUIRED FORMS

For: New Woodbury Nova Farms
642 Mantua Ave,
Woodbury, NJ 08096

To: Nova Farms
34 Extension St,
Attleboro, MA 02703

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Project Manual (including Invitation for Proposals, Instructions to Bidders, Supplemental Instructions to Bidders, this Bid, the Form of Agreement, the General Conditions, the Supplementary General Conditions, the Technical Specifications; and the Drawings and Addenda thereto, if any, as prepared by ROBBIE CONLEY, ARCHITECT, 596 Glassboro Road, Woodbury Heights, NJ 08097, dated May 27, 2022, hereby proposes to furnish all labor, materials, equipment, and services required to construct and complete all work as required in the Contract Documents whether specifically shown or reasonably implied.

BASE CONTRACT

For the sum of _____ Dollars

\$_____.

In submitting this Bid, I have received and included in this Bid, the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby certifies that he has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not

CONTRACTOR'S
NAME:

PN 22018

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 –REQUIRED FORMS

1 entered into any collusion in preparing the Proposal. Prior to the execution or award of agreement,
2 the successful bidder will complete and sign a non-collusion affidavit.

3

4 The undersigned acknowledges that there will be no cost to the Owner pertaining to the submission
5 of this Proposal and the Owner has the right to reject any or all bids.

6

7 The undersigned agrees that no bid will be withdrawn within sixty (60) days and that the Owner
8 shall be permitted to accept this Proposal within sixty (60) days of bid date.

9

10 If bid is made by an unincorporated firm or partnership, it shall be signed in firm or partnership
11 name and all members of the firm in their individual names.

12

13 _____
14 Legal Name of Firm or Partnership Date _____

15

16 _____
17 Business Address Attest _____

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19 _____
20 Telephone Number

21

22 _____
23 Name of Owner or Partner

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25 _____
26 Name of Owner or Partner

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28 _____
29 Name of Owner or Partner

30

31 If bid is made by a corporation, let the President or other head officer sign and the corporate seal to
32 be attested by the Secretary.

33

34 _____
35 Legal Name of Corporation Date _____

36

37 _____
38 Business Address Attest _____

39

40 By _____
41 Signature of Officer

42

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CONTRACTOR ' S

NAME : _____

PN 22018

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 –REQUIRED FORMS

1 FORM OF AGREEMENT

2
3 The following Standard Form of Agreement Between Owner and Contractor, AIA Document A101,
4 2017 Edition, pages 1 through 8 inclusive, where a stipulated sum forms the basis of payment, shall
5 be the required form of contract and is herewith specifically made a part of the Contract
6 Documents.

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CONTRACTOR ' S

NAME :

PN 22018

DRAFT AIA® Document A101® - 2017

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

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

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

«Nova Farms»«»
«Nova Farms
34 Extension St,
Attleboro, MA 02703
»
«»
«»

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

« »« »
« »
« »
« »

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

«Woodbury Nova Farms»
«642 Mantua Ave, Woodbury, NJ 08096.»
«Alterations to existing building located at 642 Mantua Ave, Woodbury, NJ 08096.
Building shall be converted into a Cannabis store. »

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

«Robbie Conley Architect, LLC.»«», Limited Liability Company»
«596 Glassboro Road
Woodbury Heights, NJ 08097»
«Telephone Number: 856-845-7500»
«Fax Number: 856-853-0528»

The Owner and Contractor agree as follows.

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

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

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



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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

☐

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

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

§ 3.3 Substantial Completion

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

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

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

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

<< >>

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

<< >>

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

<< >>

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

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

§ 5.2 Final Payment

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

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

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

<< >>

§ 5.3 Interest

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

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

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

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§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

☐

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

☐

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Mark Rioux»
«Nova Farms»
34 Extension St,
Attleboro, MA 02703»

«»

«»

«»

«»

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

« »

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

§ 8.5 Insurance and Bonds

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

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

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

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

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Insert the date of the E203-2013 incorporated into this Agreement.)

<< >>

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

[<>] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[< >] The Sustainability Plan:

Title	Date	Pages

[< >] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

<< >>

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

OWNER (Signature)

<Mark Rioux><>

(Printed name and title)

CONTRACTOR (Signature)

<><><>

(Printed name and title)

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 –REQUIRED FORMS

1 NEW JERSEY WORKER AND COMMUNITY RIGHT-TO-KNOW ACT

2

3 Contractor shall submit to Owner's representative all product information sheets in accordance
4 with federal, state and/or local laws pertaining to hazardous materials used on the site. All
5 documentation related to this "Right-To-Know" materials' data shall be submitted two weeks
6 prior to materials presence on site. All Contractors shall be required to submit Material Safety
7 Data Sheets (MSDS) if requested by Engineer/Owner. All parameters that apply to the Owner
8 shall govern the Contractors.

9

10 AHERA

11

12 All Contractors are hereby given notice that the Asbestos Hazard Emergency Response Act
13 (AHERA), as it applies to the Owner, shall be complied with, in all respects.

14

15 The Owner has, on site for review, an AHERA Management Plan. The plans outline the
16 probable locations of asbestos containing materials and assumed asbestos containing materials.

17 All Contractors are responsible for ensuring that all regulations of AHERA are complied with.

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CONTRACTOR ' S

NAME :

PN 22018

00300-5

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 –REQUIRED FORMS

1 AFFIDAVIT

2 I, the Undersigned, have read and understand the above statements concerning the AHERA and
3 Right-To-Know requirements.

4

5

6 Full _____ Name _____ of _____ Contractor:

7 _____

8

9 Business Address:

10 _____

11

12

13 _____

14

15

16 Telephone Number: () _____ Zip

17 Code: _____

18

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20 Project Description: _____

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23 Print Name : _____

24 Date: _____

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26 Witness _____ Signature:

27 _____

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29 Print _____ Name:

30 _____ Date: _____

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SUBMIT WITH BID

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END OF SECTION 00300

CONTRACTOR ' S

NAME: _____

PN 22018

00300-6

DIVISION 00 –Bidding and Contract Requirements
SECTION 00400 –General Conditions

1 The following General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition,
2 pages one (1) through forty (40) inclusive, constitute the General Conditions of all of the work of the
3 Contract and are hereby specifically made a part of the Contract Documents.

4

5

6

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END OF SECTION 00400

CONTRACTOR'S

NAME: _____

PN

General Conditions

00400-1

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Woodbury Nova Farms
642 Mantua Ave, Woodbury, NJ 08096.

THE OWNER:

(Name, legal status and address)

Nova Farms
Nova Farms
34 Extension St,
Attleboro, MA 02703

THE ARCHITECT:

(Name, legal status and address)

Robbie Conley Architect, LLC., Limited Liability Company
596 Glassboro Road
Woodbury Heights, NJ 08097

TABLE OF ARTICLES

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

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

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

- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

Init.

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INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

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

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

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

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

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

Approvals

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

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

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

Architect, Limitations of Authority and Responsibility

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

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

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

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

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

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

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

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

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

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

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

Claims, Definition of
15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

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

Claims for Additional Time

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

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

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

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

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

Contract Documents, Definition of
1.1.1

Contract Sum

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

Contract Sum, Definition of

9.1

Contract Time

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

Contract Time, Definition of
8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

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

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

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

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

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

Injury or Damage to Person or Property
10.2.8, 10.4

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

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

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

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

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

Interest
13.5

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

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

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

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

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

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

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

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

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

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

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

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

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

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

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

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

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

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

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

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

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

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

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

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

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

Payment, Certificates for

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

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

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

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,

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

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,

9.10.5, 14.2.1

Surety

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

15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,

5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,

9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,

15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

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

15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

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

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 SUPPLEMENTAL GENERAL CONDITIONS amend and supplement the printed form of General
2 Conditions of the Contract for General Construction, American Institute of Architects (AIA)
3 Document No. A201, 2017 Edition, as follows:

4
5 ARTICLE 1 GENERAL PROVISIONS

6
7 Para. 1.1 – BASIC DEFINITIONS

8
9 1.1.9 – Add new subparagraph: Final Completion: The date the Contract has been fully performed,
10 all the Work has been completed and a final Certificate for Payment approved by the Owner has
11 been issued by the Architect.

12
13 1.1.10 - Add new subparagraph: Or Approved Equal and Equal To: Shall mean products by
14 manufacturers other than those specified in the Contract Documents which the Contractor may
15 submit for those specified in the Contract Documents and which may be incorporated in the Work
16 after review and acceptance by the Architect and acceptance by the Owner.

17
18 Para. 1.2 – CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

19
20 1.2.4 - Add new subparagraph: In case of discrepancies between the Contract Documents, the
21 Architect shall be notified before any affected work is started. Where discrepancies occur in the
22 Contract Documents the most stringent determination, as interpreted by the Architect, shall be
23 implemented, and at no additional cost to the Owner.

24
25 1.2.5 - Add new subparagraph: Execution of the Contract by the Contractor is a representation that
26 said Contract Documents are full and complete, are sufficient to have enabled the Contractor to
27 determine the cost of the Work therein to enter into the Contract and that the Contract Documents
28 are sufficient to enable it to construct the Work outlined therein, and otherwise to fulfill all its
29 obligations hereunder, including, but not limited to, Contractor's obligation to construct the Work for
30 an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion
31 established in the Agreement. The Contractor further acknowledges and declares that it has visited
32 and examined the site, examined all physical, legal, and other conditions affecting the Work and is
33 fully familiar with all of the conditions thereon and thereunder affecting the same. In connection
34 therewith, Contractor specifically represents and warrants to Owner that it has, by careful
35 examination, satisfied itself as to: (1) the nature, location and character of the Project and the site,
36 including, without limitation, the surface and subsurface conditions of the site and all structures and
37 obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface
38 water conditions of the site and the surrounding area; (2) the nature, location, and character of the
39 general area in which the Project is located, including without limitation, its climatic conditions,
40 available labor supply and labor costs, and available equipment supply and equipment costs; and
41 (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional
42 services necessary to complete the Work in the manner and within the cost and time frame required
43 by the Contract Documents. In connection with the foregoing, and having carefully examined all

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

Contract Documents, as aforesaid, and having visited the site, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Architect of such fact.

1.2.6 - Add new subparagraph: The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to the Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If any such differences or conflicts were not called to the Owner's and Architect's attention prior to submission of bids, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferred therefrom as being necessary to produce the intended results. The term "reasonably inferred" includes work necessary to provide work indicated or specified; that is: furnish and install, complete, in place and ready for use.

1.2.7 - Add new subparagraph: Explanatory notes shall take precedence over conflicting drawn note indications. Large scale drawings shall take precedence over small scale drawings. Figured dimensions shall take precedence over scaled measurements. Should contradictions be found, the Architect shall determine which indication is correct.

1.2.8 - Add new subparagraph: When more than one material, brand, or process is specified for a particular item of Work, the choice shall be the Contractor's. Contractor may, after notifying the Architect and Owner, select the one it considers to be the best. Approval by Architect and/or Owner of materials, suppliers, processes, or Subcontractors does not imply a waiver of any Contract requirements including, without limitation, Contractor's warranty.

1.2.9 - Add new subparagraph: In all cases, the details, drawings, and specifications shall be checked with existing conditions and with work in place, and variations, if any, shall be referred by the Contractor to the Architect for adjustment, as the Contractor will be responsible for the fit or work in place.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 1.2.10 - Add new subparagraph: When a profile, section or other finished condition is shown,
2 furring or other method of obtaining such finished conditions shall be provided. The drawings may
3 show work fully drawn out or only a portion thereof, the remainder being in outline. The drawn out
4 portions apply to other like or similar places.

6 1.2.11 - Add new subparagraph: Where it is required in the specifications that materials, products,
7 processes, equipment, or the like be installed or applied in accordance with manufacturers'
8 instructions, directions, or specifications, or words to this effect, it shall be construed to mean that
9 said application or installation shall be in strict accordance with printed material concerned for use
10 under conditions similar to those at the job site. Three copies of such instructions shall be furnished
11 to the Architect and his written approval thereof obtained before work is begun.

13 1.2.12 - Add new subparagraph: Any material specified by reference to the number, symbol, or title
14 of a Commercial Standard, Federal Specification, ASTM Specification, trade association standard,
15 or other similar standards, shall comply with the requirements in the latest revision thereof and any
16 amendments or supplements thereto in effect one month prior to the date on which bids are opened
17 and read, except as limited to type, class, or grade, or modified in such reference. The standards
18 referred to, except as modified in the specifications, shall have full force and effect as though
19 printed in the specifications. The Architect will furnish upon request information as to how copies of
20 the standards referred to may be obtained.

22 ARTICLE 2 OWNER

24 Para. 2.1 - GENERAL

26 2.1.2 Delete in its entirety.

28 Para. 2.2 - INFORMATION AND SERVICES REQUIRED OF THE OWNER

30 2.2.5 Add new subparagraph: The Contractor will be furnished three (3) copies of all drawings and
31 specifications. Any additional copies will be furnished upon request at the cost of reproduction.

33 ARTICLE 3 CONTRACTOR

35 Para.3.2 - REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRAC-
36 TOR

38 3.2.1 Delete in its entirety and replace with the following:

40 The Contractor shall carefully study and compare the Contract Documents with each other and
41 shall at once report to the Architect errors, inconsistencies or omissions discovered. The
42 Contractor shall not be liable to the Owner or Architect for damage resulting from errors,
43 inconsistencies or omissions in the Contract Documents that could not have been discovered by a

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

prudent and experienced contractor in advance unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that the Contractor recognized or reasonably should have recognized without such notice to the Architect, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

Add Subparagraph 3.2.1.1 as follows:

If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its Subcontractors, the Contractor shall be responsible for notifying the Architect in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. If Contractor fails to give such notice and proceeds with such Work, it shall correct any such errors, inconsistencies, or omissions at no additional cost to the Owner.

3.2.5 Add new subparagraph: The Contractor shall give the Architect timely notice of any additional instructions required to define the work in greater detail, or to permit the proper progress of the work. He shall not proceed with any work not clearly and consistently defined in the Contract Documents, but shall request additional instructions from the Architect as provided above. If the Contractor proceeds with such work without obtaining further instructions, he shall correct any work incorrectly done at his own expense.

Para. 3.3 - SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.4 Add new subparagraph: The Contractor shall not be relieved of obligations to performing 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 other than the Contractor.

3.3.5 Add new subparagraph: Reference to particular construction means, methods, techniques, sequences or procedures, or implication that such are to be used to perform the work, indicates only that the operations selected by the Contractor shall produce at least the quality of work implied by the operations specified. The actual determination of whether or not the described operations may be safely and suitably employed on the work shall be the responsibility of the Contractor. Any loss, damage or liability, or cost of correcting defective work arising from the construction operations shall be borne by the Contractor.

3.3.6 Add new paragraph: The Contractor shall be responsible to assign a full-time on-site superintendent to the project. This superintendent shall be named in section 7.5 of the contract for

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 construction as the contractor's representative and shall have authority to make all decisions
2 pertaining to all WORK.

3
4 The Owner shall have the right to review any proposed Superintendent's qualifications and have
5 the right to accept or reject such proposed superintendent.

6
7 The Owner shall have the right, upon proper notice, to have any superintendent replaced at no
8 additional cost to the Owner.

9
10 3.3.7 - Add new paragraph: The Contractor, when requested by the Architect, shall meet with
11 representative of the Architect at all times and furnish all information requested; he shall allow the
12 Architect to inspect the work at all times. Neither the Owner nor the Architect shall be liable to the
13 Contractor for extra compensation or damages for interference or delays on account of any such
14 meetings, information, or inspections so requested or other acts of the Architect done in good faith
15 and within the scope of their employment by the Owner.

16
17 In addition the Contractor is entrusted with the oversight, management control, and general
18 direction of this project to insure that all contract completion dates are met. In the event that there
19 are any delays caused to any Subcontractor on this project, liability shall lie with the Contractor and
20 not with the Owner.

21
22 3.3.8 - Add new paragraph: The Contractor has the responsibility to ensure that all material
23 suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and
24 that they order materials on time, taking into account the current market and delivery conditions and
25 that they provide materials on time. The Contractor shall coordinate its Work with that of all others
26 on the Project including deliveries, storage, installations, and construction utilities. The Contractor
27 shall be responsible for the space requirements, locations, and routing of its equipment. In areas
28 and locations where the proper and most effective space requirements, locations and routing
29 cannot be made as indicated, the Contractor shall meet with all others involved, before installation,
30 to plan the most effective and efficient method of overall installation.

31
32
33 Para. 3.4 - LABOR AND MATERIALS

34
35 3.4.2 Delete paragraph entirely.

36
37 3.4.3 Add new sentence: This provision shall include all persons on the site controlled directly or
38 indirectly by the Contractor.

39
40 3.4.4 Add new subparagraph: Directions, specifications, and recommendations by manufacturers
41 for installation, handling, storage, adjustment, and operation of their materials or equipment shall be
42 complied with; but the Contractor shall nonetheless have the responsibility for determining whether
43 such directions, specifications, and recommendations may safely and suitable be employed in the

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 work and of notifying the Architect in advance in writing of any deviation or modification necessary
2 for installation safety or proper operation of item.

3

4 3.4.5 Add new subparagraph: The Contractor shall take all necessary steps to ensure labor
5 harmony in the Project. Perform work in accordance with local labor regulations; no extra payment
6 shall be due for doing work under this provision, or for delays or damages for failure to observe
7 such requirements.

8

9 The Contractor and Owner shall agree upon a schedule for the progress of the Work (hereinafter
10 "Progress Schedule") within fifteen (15) days of the Notice to Proceed, which schedule shall
11 designate the commencement date and date of substantial completion for the Work. The Progress
12 Schedule shall be binding, time being of the essence."

13

14 3.4.6 Add new subparagraph: The Contractor is responsible for providing for suitable storage
15 facilities at the site for the proper protection and safe storage of his materials. Such storage
16 facilities must be approved in advance in writing by the Architect.

17

18 3.4.7 Add new subparagraph: All materials delivered to the premises which are to form a part of
19 the work are to be considered the property of the Owner and must not be removed without the
20 Architect's consent; but the Contractor shall remove all surplus materials upon completion of each
21 phase of the work and as directed by the Architect.

22

23 3.4.8 When any room is used as a shop, storeroom, etc., during the progress of the work, the
24 Contractor making use of the space will be responsible for any repairs, patching, or cleaning arising
25 from such use. Prior approval of Architect for use of such areas is mandatory.

26

27 3.4.9 Add new subparagraph: The Contractor will be held to be thoroughly familiar with all
28 conditions affecting labor in the locale of the Project, including, but not limited to, trade jurisdictions
29 and agreements, incentive and premium time, pay, procurement, living and commuting conditions.
30 Contractor shall assume responsibility for costs resulting from his failure to verify conditions
31 affecting his labor.

32

33 3.4.10 Add new subparagraph: Contractor shall be responsible for labor peace on the Project and
34 shall at all times make its best efforts and judgment as an experienced contractor to adopt and
35 implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or
36 strikes where reasonably possible and practical under the circumstances, and shall at all times
37 maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3.1,
38 Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work
39 stoppages, slowdowns, disputes, or strikes.

40

41 Para. 3.5 - WARRANTY

42

43 3.5.1 In line 2, add: "and of recent manufacture" after the word "new."

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

Para. 3.7 - PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1 Add new sentence: "In addition to the Contractor securing and paying for the building permit, and all other permits, fees, licenses and inspections, the Contractor shall furnish to the Architect, copies of the building permit, and all other permits, fees, licenses and inspections. Contractor shall obtain all needed Certificates of Occupancy and submit copies to the Architect/Owner. Contractor shall allow a minimum of forty (40) business days, from the date the Contractor submits the Construction Documents and Permit Applications to the Permitting Agency for obtaining actual construction permits. Until the Contractor receives all permits, the Contractor shall not proceed with any on-site construction activities. Additionally, no payments will be approved nor paid to the Contractor without evidence that the application for the permits have been submitted to the authorities for review. Until the Contractor provides evidence that the permits have been obtained, the Owner reserves the right to withhold any and all progress payments on the Project. Final payment will not be approved nor paid without evidence of approval and issuance of the Certificate of Occupancy.

3.7.4 Delete this paragraph in its entirety and replace with the following: "If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than five (5) calendar days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially, the Contract Time shall be equitably adjusted by Change Order. In no event shall the Contractor be entitled to, or shall the Contractor claim any additional costs or compensation for concealed conditions.

Para. 3.12 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.3 Add to the end of subparagraph: All submittals shall be marked with the Division and Section number. All submittals will be shipped or delivered to our office no job site deliveries will be excepted. (3) three color charts will be submitted for all color charts, no black and white copies will be excepted.

3.12.7 Add new sentence: Such work shall be in accordance with approved shop drawings.

3.12.11 Add new subparagraph: Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 3.12.12 Add new subparagraph: Failure to submit shop drawings in ample time for checking,
2 approval, and resubmission (if required) shall not affect the agreed completion date, if any.

3
4 Para.3.13 - USE OF SITE

5
6 3.13.2 Add new subparagraph: The Contractor shall use only specifically assigned areas for
7 storage of materials and construction operations unless other areas are authorized by the Owner.
8 Such areas will be identified after award of Contract by Owner. Comply with local municipal regula-
9 tions regarding use of and parking on public streets.

10
11 3.13.3 Add new subparagraph: The Contractor shall repair streets, drives, curbs, sidewalks, and
12 the existing improvements where disturbed by construction operations and leave them in as good a
13 condition after completion of the work as before operations started.

14
15 3.13.4 Add new subparagraph: The Contractor shall not erect any sign without permission of the
16 Architect and Owner.

17
18 3.13.5 Add new subparagraph: Only materials and equipment which are to be used directly in the
19 Work shall be brought to and stored on the Project site by the Contractor. After equipment is no
20 longer required for the Work, it shall be promptly removed from the Project site. Protection of
21 construction materials and equipment stored at the Project site from weather, theft, damage and all
22 other adversity is solely the responsibility of the Contractor.

23
24 3.13.6 Add new subparagraph: Contractor shall ensure that the Work, at all times, is performed in
25 a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and
26 all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such
27 a manner that public areas adjacent to the site of the Work shall be free from all debris, building
28 materials and equipment likely to cause hazardous conditions. Without limitation of any provision of
29 the Contract Documents, Contractor shall use its best efforts to minimize any interference with the
30 occupancy or beneficial use of any areas and buildings adjacent to the site of the Work

31
32 3.13.7 Add new subparagraph: Without prior approval of the Owner, the Contractor shall not
33 permit any workers to use any existing facilities at the Project site, including without limitation,
34 lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without
35 limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts
36 to comply with all rules and regulations promulgated by the Owner in connection with the use and
37 occupancy of the Project site, as amended from time to time. The Contractor shall immediately
38 notify the Owner in writing if during the performance of the Work, the Contractor finds compliance
39 with any portion of such rules and regulations to be impracticable, setting forth the problems of such
40 and suggest alternatives through which the same results can be achieved. The Owner may, in the
41 Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance
42 with the existing requirement of the rules and regulations. The Contractor shall also comply with all

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site.

PARA. 3.15 - CLEANING-UP

3.15.3 Add new sub-paragraph: It shall be the responsibility of the General Contractor to maintain protection and provide final cleaning as follows:

Execute final cleaning just prior to final inspection and occupancy by Owner.

Clean all interior and exterior glass and all surfaces exposed to view, remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.

Vacuum all carpeted and soft surfaces, clean all vinyl base moulding.

Remove marks, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal, acoustic tile, equipment surfaces, and mechanical/electrical equipment, fixtures, devices and device plates.

Remove spots, paint and soil from resilient flooring, glazed and unglazed masonry and ceramic floor and wall work.

Remove temporary floor protections. Clean, wash or otherwise treat and/or polish, as directed, all finished floors.

Clean exterior and interior metal surfaces, including doors, window frames and hardware of oil; stains, dust, dirt, paint and the like. Polish where applicable and leave without fingerprints or blemishes.

Remove paint from all door and frame underwriters labels.

Clean food service equipment and plumbing fixtures to a sanitary condition.

Clean debris from roofs, gutters, downspouts and drainage systems.

Clean site, sweep paved areas, rake clean landscaped surfaces.

Remove waste and surplus materials, rubbish and construction facilities from the site.

Debris resulting from punch list work shall be removed by the trade performing the work.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 Para. 3.16 ACCESS TO THE WORK

2
3 3.16.1 - Add new sub-paragraph: The Contractor shall promptly notify the Architect and
4 Owner of the presence of hazardous conditions at the site, including the start of hazardous
5 operations or the discovery or exposure of hazardous substances.
6
7

8 Para. 3.18 - INDEMNIFICATION

9
10 Delete Paragraphs 3.18.1 and 3.18.2 in its entirety and substitute the following:
11

12 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the
13 Owner, Architect, Architect's Consultants, and agents and employees of any of them from and
14 against all claims, damages, and expenses, including, but not limited to attorney's fees, arising out
15 of or resulting from performance of the Work. This indemnification agreement in favor of the Owner
16 shall be applicable and the Owner, its agents, servants and employees, shall be indemnified so
17 long as there is not determination by a court of competent jurisdiction or arbitrators that the bodily
18 injury, sickness, disease or death or damage or damage to or destruction of the property which is
19 the alleged basis of the claim, was caused by the sole negligence of the Owner, its agents,
20 servants or employees. The Contractor agrees that pursuant to this indemnification provision, it will
21 pay the attorney's fees, expenses, judgments and settlements made by or on behalf of the Owner,
22 its servants, agents or employees, arising out of claims related to the project unless and until there
23 should be a finding by a court of competent jurisdiction or arbitrators that the damages alleged were
24 caused by the sole negligence or fault of the Owner, its agents, servants or employees.
25

26 This indemnification agreement in favor of the Architect, the Architect's Consultants, and their
27 agents and employees, shall be applicable to the Architect, the Architect's Consultants, and their
28 agents, servants and employees, who shall be indemnified completely so long as there is no
29 determination by a court of competent jurisdiction or arbitrators that the bodily injury, sickness,
30 disease or death or damages or destruction of property which is the alleged basis of the claim, was
31 caused by the sole negligence of the Architect, the Architect's Consultants, their agents, servants or
32 employees. The Contractor agrees that pursuant to this indemnification provision, it will pay the
33 attorney's fees, expenses, judgments and settlements made by or on behalf of the Architect, its
34 servants, agents or Consultants, arising out of claims related to the project unless and until there
35 should be a finding by a court of competent jurisdiction or arbitrators that the damages alleged were
36 caused by the sole negligence or fault of the Architect, its agents, servants or consultants.
37

38 3.18.2 In any and all claims by an employee of the Contractor, any subcontractor, anyone directly
39 or indirectly employed by any of them or anyone for whose acts any of them may be liable, the
40 indemnification obligation under this Contractor shall not be limited on the amount or type of
41 damages, compensation or benefits payable by or for the Contractor of any subcontractor under
42 workers' workmen's compensation acts, disability benefit acts or other employee benefit acts.
43

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

3.18.3 Add new sub-paragraph: The obligation of the Contractor under Paragraph 3.18.1 above shall not extend to the liability of the Architect, the Architect's Consultants, and agents and employees and any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications provided that such preparation or approval is the primary cause of the injury or damage, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's Consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

This limitation upon the obligation of the Contractor to indemnify the Architect, the Architect's Consultants, and agents and employees of any of them, shall not be applicable unless and until there is a determination by a court of competent jurisdiction or arbitrators that the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or the giving of or the failure to give directions or instructions by the Architect, the Architect's Consultants, and the agents and employees of any of them, is the primary cause of the injury or damage.

ARTICLE 4 ARCHITECT

Para. 4.2 - ADMINISTRATION OF THE CONTRACT

4.2.6 Add new sentence: Any such rejection of work shall not relieve the Contractor of the responsibility for maintaining protection of the work and the Owner's property. The Contractor shall provide the means necessary to protect the work until accepted by the Owner.

ARTICLE 5 SUBCONTRACTORS

Para. 5.2 - AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.3 Delete paragraph in its entirety and add the following: "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. It shall be clearly understood and agreed to that the Contractor shall do so solely at the Contractor's expense, and that the Contract time shall not be increased."

Pars. 5.3 - SUBCONTRACTUAL RELATIONS

5.3.1 Add new subparagraph: The Contractor shall be fully responsible for coordinating and expediting the work of all subcontractors, and shall employ the necessary and qualified personnel to produce the required quality of labor and materials and to prevent delays in the progress of the Work. Each trade shall be afforded all reasonable opportunities for the installation of its work and for the storage and handling of its materials. The Contractor shall ensure that all work, including incidental work is performed by personnel skilled in the particular trade involved.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1
2 5.3.2 Add new subparagraph: The Contractor shall obligate each subcontractor specifically to
3 comply with the New Jersey Plan of Affirmative Action to avoid discriminatory practice in
4 employment.

5
6 5.3.3 Add new subparagraph: The Contractor shall obligate each subcontractor to comply with
7 the applicable prevailing wage schedule of the Department of Labor of the State of New Jersey.

8
9 ARTICLE 7 CHANGES IN WORK

10
11 Para. 7.1 – CHANGES IN THE WORK

12
13 7.1.1.1 - Add new subparagraph: A field directive or field order shall not be recognized as having
14 any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim
15 therefor unless it shall, prior to complying with same and in no event no later than 10 working
16 days from the date such direction or order was given, submit to the Owner for the Owner's
17 approval its change proposal.

18
19 7.1.1.2 - Add new subparagraph: When submitting its change proposal, the Contractor shall
20 include and set forth in clear and precise detail breakdowns of labor and materials for all trades
21 involved and the estimated impact on the construction schedule. The Contractor shall furnish
22 spread sheets from which the breakdowns were prepared, plus spread sheets if requested of
23 any Subcontractors.

24
25 7.1.2 Add to the end of the subparagraph: "Neither this Contract nor the Work to be performed
26 hereunder can be changed by oral agreement. No course of conduct or dealings between the
27 parties, nor express or implied acceptance of alterations or additions to the Work and no claims that
28 the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is, in
29 fact, any unjust enrichment to the Work, shall be the basis for any alleged implied agreement by the
30 Owner to the change, any alleged waiver of the Owner's right under this Contract or any increase in
31 any amounts due under the Contract or any or a change in any time period provided for in the
32 Contract Documents."

33
34 7.1.4 - Add new subparagraph: A directive or order from the Owner or Architect, other than a
35 Change Order, a Construction Change Directive or any order for a minor change pursuant to this
36 Article 7, shall not be recognized as having any impact on the Contract Sum or the Contract
37 Time and the Contractor shall have no claim therefore. If the Contractor believes that a directive
38 or order would require it to perform work not required by the Contract Documents, the Contractor
39 shall so inform the Owner or Architect in writing prior to complying with the same and in no event
40 any later than five (5) working days from the day such direction or order was given, and shall
41 submit to the Owner or Architect for their approval its change proposal.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 7.1.5 - Add new subparagraph: "If any change in the Work, including a substitution of
2 manufacturers, materials or products, is proposed by the Contractor, after the execution of the
3 Contract, the Owner shall be compensated by the Contractor for the Architect's additional
4 services and expenses, for reviewing and evaluating such changes and/or substitution requests,
5 whether or not accepted by the Owner. In such case, an appropriate Change Order shall be
6 issued, deducting from payments then or thereafter due the Contractor, the cost of the
7 Architect's additional services and expenses." Any product substitutions are obviously a cost
8 savings effort on the part of the contractor's buy-out process; any substituted product will
9 automatically result in a credit of \$350.00 minimum to the owner. If any more "substantial"
10 substitutions are made increased owner credit values will be established based upon the value
11 of components specified, requested for substitution and as mutually agreed upon between the
12 architect and contractor.

13

14 Para. 7.2 - CHANGE ORDERS

15

16 7.2.2 Add new subparagraph: All changes in the work shall be approved before the start of any
17 work through written consent of the Owner in accordance with the procedure above. Changes not
18 approved in writing by the Owner in advance shall not be recognized as a valid claim at a later date,
19 except where the Owner agrees in writing that the change shall be started, subject to an equitable
20 price adjustment at a later date in the interest of job progress.

21

22 The Contractor's overhead and profit on changes, where allowed, shall be determined as a
23 percentage of the actual or estimated cost of such changes, but in no case shall the percentage
24 exceed the following:

25

26 Work performed by the Contractor's own forces: For additions to the Contract Sum, the
27 Contractor may add not more than 15 percent for overhead and profit. For deductions from
28 the Contract Sum, overhead and profit shall not be less than 5 percent.

29

30 Work performed by Sub-Contractors to the Contractor: For additions to the Contract Sum,
31 the Sub-Contractor may add not more than 15 percent for overhead and profit and the
32 Contractor may add not more than an additional 5 percent. For deduction from the Contract
33 Sum, overhead and profit shall not be less than 5 percent.

34

35 Among items considered as overhead are engineering costs, costs for shop drawing and
36 change order review, salaries of managers, superintendents, technical engineers, time-
37 keepers, clerks and other office personnel, and costs of small tools, and home office
38 expenses.

39

40 Additionally, it shall be clearly understood and agreed to, that all change orders shall include
41 all impact, ripple, or delay costs associated with the execution of that work, and that the
42 Contractor shall not be entitled to any additional compensation or extensions of time due to
43 multiple changes, delays, or causes beyond their control or due to execution of that work.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 7.2.3 Add new subparagraph: Any change in work authorized in writing by the Owner or Architect
2 that will require a changed in the cost of the work, whether an additive or deductive change in cost,
3 shall show a complete cost breakdown of labor, material, equipment and insurance, and
4 appropriated overhead and profit.

5
6 7.2.4 Add new subparagraph: When a Change Order involves both additions and deletions in
7 material, the net quantity is to be determined and the appropriate overhead and profit is to be
8 applied to the net quantity.

9
10 7.2.5 Add new subparagraph: When a Change Order involves deletions in materials and labor,
11 the amount of the credit will be equal to the line item on the Schedule of Values or a unit of the
12 value if only a portion of the value is being deleted.

13
14 7.2.6 Add new subparagraph: When any change in the Work, regardless of the reason therefore,
15 requires or is alleged to require an adjustment in Contract Time, such request for time adjustment
16 shall be submitted by the Contractor as part of the change proposal. Any Change Order approved
17 by the Owner and for which payment is accepted by the Contractor, in which no adjustment in
18 Contract Time is stipulated, shall be understood to mean that no such adjustment is required by
19 reason of the change, and any and all rights of the Contractor or any subsequent request for
20 adjustment of Contract Time by reason of the change is waived.

21
22 7.2.7 Add new subparagraph: Request by the Contractor for adjustment of the Contract Amount
23 regardless of the reason therefore, shall be submitted to the Owner, Architect or Construction
24 Manager with itemized labor and material quantities and unit prices to permit proper evaluation of
25 the request. A submission by the Contractor containing unsubstantiated lump sum requests for
26 adjustment of the Contract Amount will not be considered by the Owner or Architect. The Owner
27 and Architect will not be liable for any delay incurred by reason of the Contractor's failure to submit
28 satisfactory justification and back-up with any request for adjustment to the Contract Amount.

29
30 7.2.8 Add new subparagraph: Agreement on any Change Order shall constitute a final settlement
31 of all matters relating to the change in the initial Work which is the subject to the Change Order,
32 including, but not limited to, all direct or indirect costs associated with such change and any and all
33 adjustment to the Contract Sum and the Construction Schedule. The Contractor will not be entitled
34 to any compensation for additional work or delays in the Construction Schedule not included in the
35 Change Order.

36
37
38 ARTICLE 8 - TIME

39
40 Para. 8.1.5 Add the following Definition and subparagraphs.

41
42 Notice to Proceed

43

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

Written Notice to Proceed shall be deemed to have been duly served to the Contractor upon at least one (1) of the following occurrences:

- (a) A written purchase order issued by the Owner to the Contractor;
- (b) A written Notice to Proceed issued by the Owner or the Architect to the Contractor;
- (c) A Notice of Intention to accept his proposal, issued by the Owner or the Architect, accompanied by Agreements for execution by the Contractor..
- (d) Executed Agreements between the Owner and the Contractor properly completed with Performance and Payment Bonds, and Certificates of Insurance.

In no case, however, shall the Contractor commence on-site work or construction without proper and fully executed Performance and Payment Bonds and Certificates of Insurance.

Para. 8.2 - PROGRESS AND COMPLETION

8.2.2 Delete "knowingly" in line 1.

8.2.3 Add the following: "The contractor shall give the Architect (7) seven days notice of Substantial Completion, were at the time the Architect will verify Substantial Competition and perform the punch list. The contractor shall have all punch list items completed within (30) Thirty days of reaching Substantial Completion. For any reason the Contractor fails to complete the punch list in this time, the additional architectural fees will be deducted from the remaining contact value.

8.2.4 Add the following: "The Contractor shall be responsible for the preparation of a complete and comprehensive progress schedule giving the dates of beginning and completion of the various divisions of the Work. The Contractor shall be charged with the duty of coordinating the work of all sub-contractors involved. He shall advise them when the work at the site will be ready for their installations and cooperate with each to expedite the work.

The Contractor shall prepare and furnish, the Architect and Owner, six (6) copies of the completed agreed-upon progress schedule, within fifteen (15) days after receipt of the executed copy of his Agreement, for the Owner and Architect's information.

By submitting his proposal, the Contractor will be deemed to have agreed that the completion date stated in his proposal provides a reasonable time for performance of the work hereunder, taking into consideration the average climatic range and usual industrial conditions prevailing in the locality of the Project."

Para.. 8.3 - DELAYS AND EXTENSIONS OF TIME

8.3.3 Delete paragraph in its entirety and add the following: "Should the Contractor complete the project prior to the scheduled completion date, it shall be clearly understood and agreed that the Contractor shall do so solely at the Contractor's expense. In no event shall the Contractor be

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

entitled to or shall the Contractor claim any additional costs or compensation for acceleration of the Work, or for completing the work before the substantial completion date indicated on the progress schedule prepared by the Contractor."

8.3.4 Add new subparagraph: The Contractor agrees that the Owner can deduct from the Contract Sum, any wages paid by the Owner to any Inspector or Architect or other professional necessarily employed by the Owner for any number of days in excess of the number of days allowed in the specifications for completion of work.

ARTICLE 9 PAYMENTS AND COMPLETION

Para. 9.2-SCHEDULE OF VALUES

9.2.1 Add: the schedule of values shall be submitted on the AIA G702- most recent form.

Para. 9.3 APPLICATIONS FOR PAYMENT

9.3.1 In the first (1st) line change "ten days" to read "fifteen (15) business days."

9.3.2 Add new sentence: "The Contractor shall assume responsibility to protect all such materials from loss or damage at no cost to the Owner until Substantial Completion, whether or not they have been paid for by the Owner. The Contractor shall be held responsible for the cost of repairing or replacing any materials that are damaged or missing."

Para. 9.4 CERTIFICATES FOR PAYMENT

9.4.1 In the first (1st) line change "seven days" to read " fifteen (15) business days."

9.4.2 In second (2nd) line Add "and inspection" after "evaluation" .

Para. 9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1.6 - Delete "and" and add "or" in line 2.

9.5.1.7 - Delete "repeated."

9.5.1.8 Add new subparagraph: Failure of mechanical trades or electrical trades Subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. Written confirmation that the record drawings are up-to-date shall be required by the Architect before approval of the Contractor's monthly payment requisition will be considered.

Para. 9.6 PROGRESS PAYMENTS

9.6.1 Add the following at the end of the subparagraph:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

Notwithstanding certification by the Architect, the Owner may refuse to make payment based on any default by the Contractor including, but not limited to those defaults set forth in subparagraphs 9.5.1 through 9.5.1.8. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults by the Contractor remain uncured.

Para 9.7 - FAILURE OF PAYMENT

9.7 In the first (1st) line, change "seven days" to read "twenty-one (21) business days."

In the second (2nd) line, after "Owner does not," add ", for reasons other than a default of the Contract, including but not limited to those defaults set forth in Subparagraphs 9.5.1.1 through 9.5.1.8", change "seven days" to read "twenty-one (21) days."

In line 3 and 4 delete "binding dispute resolution" and substitute "Court of Law"

In the fourth (4th) line, change "seven additional days" to read "fourteen (14) additional business days."

Delete the last sentence.

9.8 SUBSTANTIAL COMPLETION

9.8.1 - Modify as follows: Line 2, after "thereof," add "(which the Owner agrees to accept separately)"; and add at the end of the subparagraph: "The Work will not be considered substantially complete until all project systems included in the Work are operational as designed and scheduled, all designated or required inspections, certifications, permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy Project are received, designated instruction of Owner's personnel has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the building on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's (or those claiming by, through or under the Owner) normal operations. Contractor recognizes that normal operations requires the use and occupancy of the Work by students and faculty without interruption and that any punchlist or corrective work shall be done at times when the Work is not so occupied. As a further condition of substantial completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the date of substantial completion.

9.8.2.1 - Add new subparagraph: The Architect's Certificate of Substantial Completion shall be subject to the Owner's final approval.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Add the following at the end of the subparagraph: All warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.1.1 - Add new subparagraph: The Architect's Certificate of Final Completion shall be subject to the Owner's final approval.

9.10.2 Add the following conditions before final payment is due under the Contract Documents:

(7) evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents: including but not limited to: (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems; (b) delivery of keys to Owner with keying schedule: master, sub-master and special keys; (c) delivery to Architect of Contractor's General Warranty and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Architect's review and delivery to Owner; (d) delivery to Architect a printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work; parts lists and special tools for mechanical and electrical Work, in approval form; (e) delivery to the Architect of specified Project record documents; (f) delivery to Owner of a Final Waiver of Liens (AIA Document G-706 or other form satisfactory to Owner), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized. In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Para 10.2 - SAFETY OF PERSONS AND PROPERTY

10.2.6 Add new sentence: "The Contractor shall protect and maintain in operation all pipe lines, conduits, sewers, drains, poles, wiring and the like that in any way interfere with the work, whether or not they are specifically shown on the drawings. The Contractor shall see that all items to be abandoned are abandoned in a proper manner and that other items are protected, supported and/or moved as necessary to accommodate the new work."

10.2.8 - Add new subparagraph: Contractor shall comply with all regulations required by the Federal Occupational Safety and Health Act (OSHA).

10.2.9 - Add new subparagraph: The Contractor shall conform to all applicable New Jersey Department of Environmental Protection regulations.

10.2.11 - Add new subparagraph: Contractors must comply with Construction and Environmental Standards contained in Federal and State Regulations and other applicable laws.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1
2 10.2.12 - Add new subparagraph: It is the Contractor's responsibility to determine the existence of
3 potentially hazardous materials, including lead, and to protect his workmen and the work area.

4
5 10.2.13 - Add new subparagraph: The Contractor shall provide and maintain in good operating
6 condition suitable and adequate fire protection equipment, and shall comply with all reasonable
7 recommendations regarding fire protection made by the representatives of the fire insurance
8 company carrying insurance on the Work or by the local fire chief or fire marshal. The area within
9 the site limits under the Contractor's control shall be kept orderly and clean, and all combustible
10 rubbish shall be promptly removed from the site.

11
12 10.2.14 - Add new subparagraph: The Contractor shall remove snow or ice which may accumulate
13 on the site within areas under his control which might result in damage or delay.

14
15 10.2.15 - Add new subparagraph: The Contractor shall take all precautions necessary to prevent
16 loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of
17 property of the Owner and Contractor, whether or not forming part of the Work, located within those
18 areas of the Project to which the Contractor has access. Whenever unattended, including nights
19 and weekends, mobile equipment and operable machinery shall be kept locked and made
20 inoperable and immovable.

21
22 10.2.16 - Add new subparagraph: Neither the Owner nor the Architect shall be responsible for
23 providing a safe working place for the Contractor, the Subcontractors or their employees, or any
24 individual responsible to them for the work.

25
26 10.2.17 - Add new subparagraph: The Contractor shall conform to requirements of OSHA, the
27 Construction Safety Code of the State Department of Labor and those of the AGC Manual. The
28 requirements of the New Jersey and Local Building Construction Codes shall apply where there are
29 equal to or more restrictive than the requirements of the Federal Act.

30
31 10.2.18 - Add new subparagraph: When all or a portion of the Work is suspended for any reason,
32 the Contractor shall securely fasten down all coverings and protect the Work as necessary from
33 injury or any cause.

34
35 10.2.19 - Add new subparagraph: The Contractor shall promptly report in writing to the Owner and
36 Architect all accidents arising out of or in connection with the Work which caused death, personal
37 injury or property damage giving full details and statements of any witnesses.

38
39 10.2.20 - Add new subparagraph: Contractor is required to follow and enforce the work rules set
40 forth below. Failure to comply with or enforce any of these rules will be grounds for suspension
41 and/or termination of this Contract:
42

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

(1) No use of alcoholic beverages prior to or during working hours. Anyone found impaired after lunch will be escorted from the Project site.

(2) No use of illegal drugs or prescription medications which could induce drowsiness or otherwise impair perception or performance. Use of illegal drugs may result in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.

(3) No horseplay or rough-housing will be allowed.

(4) No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.

(5) All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.

(6) All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.

(7) All equipment is to be properly stored and/or secured at the end of the work day or if it is to remain idle for greater than one hour.

(8) All personnel are to be made aware of the availability of Material Safety Data Sheets for materials used at the Project site. This information is available from the Contractor using the product. The Contractor shall maintain a copy of all MSDS forms at the construction site office for all personnel to review.

Para. 10.4 - EMERGENCIES

10.4.2 Add new subparagraph: "The Contractor shall furnish to the Owner and Architect, in writing, the names, addresses, and telephone numbers of members of his organization to be contacted in the event of an out-of-hours emergency."

ARTICLE 11 – INSURANCE AND BONDS

Para. 11.1 - CONTRACTOR'S LIABILITY INSURANCE

Delete Paragraph 11.1 in its entirety and substitute the following:

11.1.1 "The Contractor shall provide and maintain at his own expense and without expense to the Owner, until final acceptance of the work covered by the Contract, insurance as will protect him from claims imposed by law and of the kinds and in the amounts hereinafter provided, covering all

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

operations under the Owner-Contractor Agreement whether performed by him or by subcontractors or by anyone directly or indirectly employed by any of them or anyone for whose acts anyone of them may be liable.

11.1.2 Workmen's Compensation: A policy covering the workers compensation, disability benefit and other similar employee benefit obligations of the Contractor, as required by the State of New Jersey, covering all operations under the Owner-Contractor Agreement.

11.1.3 Liability Insurance: A policy covering claims for damages because of bodily injury, occupational sickness or disease or death of his employees and all other persons, and claims insured by usual personal injury liability coverage, including claims arising out of the ownership, maintenance, or use of any motor vehicle. Each policy with limits of not less than \$500,000 for each person and \$1,000,000 for each accident.

11.1.4 Property Damage Liability: A policy covering claims for damages because of injury or to destruction of tangible property, including claims arising out of the ownership, maintenance, or use of any motor vehicle, including the loss of use resulting therefrom. Each policy with limits of not less than \$500,000 for each claimant and aggregate of \$1,000,000 for each accident. Policies of the following types shall be furnished:

- (a) Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Owner-Contractor Agreement.
- (b) The Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon each subcontractor with respect to all work performed by said subcontractor under the Owner-Contractor Agreement.
- (c) Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work, These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Owner.

11.1.5 In addition, the Contractor shall obtain and maintain a separate Owner/Architects Protective Insurance Policy naming the owner and Architect as named insured, in the same amount as specified above for the Contractor's Insurance, to protect the Owner and Architect from contingent liability or liability for damages, expenses, attorneys fees, etc., which may arise from the Contractor's or subcontractors' operations under the Owner/Contractor Agreement. The above required insurance is not to be confused with professional liability insurance commonly referred to as errors and omissions insurance.

11.1.6 Unless otherwise provided for, the Owner and Architect shall be named as additional insured on all required policies with the exception of Workmen's Compensation.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1
2 11.1.7 The Contractor shall give prompt written notice to the Owner of all occurrences under the
3 coverage of Article 11.

4
5 Para. 11.3 - PROPERTY INSURANCE

6
7 11.3.1 Add new sentence: "This insurance does not cover any tools owned by mechanics; any
8 tools, equipment, scaffolding, staging towers, and other property owned or rented by the
9 Contractor, the capital value of which is not included in the cost of the work."

10
11 ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12
13 Para.12.1 UNCOVERING OF WORK

14
15 12.1.1 Add "or Contract Sum" at the end of the subparagraph.

16
17 Para 12.2 CORRECTION OF WORK

18
19 12.2.1 Add the following at the end of the subparagraph: If prior to the date of Substantial
20 Completion the Contractor, a subcontractor or anyone for whom either is responsible, uses or
21 damages any portion of the Work, including without limitation, mechanical, electrical, plumbing and
22 other building systems, machinery, equipment or other mechanical device, the Contractor shall
23 cause each such item to be restored to "like new condition" at no expense to the Owner.

24
25 12.2.4 In the last sentence, revise to read "...the Contractor, or his Surety, shall pay..."; add to the
26 end, "The appropriate reduction shall be an amount equal to the entire cost of replacing the work
27 performed with work originally specified and intended."

28
29 Para. 12.3 ACCEPTANCE OF NONCONFORMING WORK

30
31 12.3.1 Add the following language: This subparagraph relates exclusively to the knowing
32 acceptance of nonconforming work by the Owner. It has no applicability to work accepted by the
33 Owner or Architect without the knowledge that such work fails to conform to the requirements of the
34 Contract Documents.

35
36 ARTICLE 13 - MISCELLANEOUS PROVISIONS

37
38 Para. 13.1 - GOVERNING LAW

39
40 13.1.2 Add new subparagraph: "All applicable provisions of governing laws shall take precedence
41 over any provision of the Contract Documents which conflict with the governing law. Such
42 precedence shall be limited to the conflicting provisions and in no way shall invalidate the remaining
43 provisions of the Contract."

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

Para. 13.5 - INTEREST

13.5 Delete paragraph 13.5 in its entirety.

13.6 - Add new subparagraph: "Issues involving the applicable statute of limitations and statute of repose shall be governed by New Jersey Law."

13.7 - Add new subparagraph: In the event of the appointment of a trustee and/or receiver or any similar occurrence affecting the management of the account of the Contractor pertaining to the Work, it shall be the obligation of the Contractor, its representatives, receivers, sureties, or successors in interest to continue the progress of the Work without delay and specifically to make timely payment to Subcontractors and Suppliers of all amounts that are lawfully due them and to provide the Owner and all Subcontractors and Suppliers whose work may be affected with timely notice of the status of receivership, bankruptcy, etc., and the status of their individual accounts.

13.8 - Add new subparagraph: Contractor shall save and keep Owner and Owner's property free from all mechanic's and materialmen's liens, stock notices, notices of intention and all other liens and claims, legal or equitable, arising out of Contractor's work hereunder. In the event any such lien or claim is filed by anyone claiming by, through or under Contractor, Contractor shall remove and discharge same within 10 days of the filing thereof.

13.9 - Add new subparagraph: Regularly scheduled job meetings shall be held at a location and time convenient to the Owner's representatives, the Architect and the Contractor. The Contractor shall attend such meetings, or be represented by a person in authority who can speak for and make decisions for the Contractor.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

Para. 14.1 TERMINATION BY CONTRACTOR

14.1.2 Delete in its entirety and substitute the following: If one of the above reasons exist, the Contractor may, upon fourteen (14) days written notice to the Owner and Architect, terminate the Contract, unless this reason is cured prior to the expiration of the notice, and recover from the Owner payment of work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for payment for cost directly related to work thereafter performed by Contractor in terminating such work including reasonable demobilization and cancellation charges provided said work is authorized in advance by the Architect and Owner.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

1 14.1.3 Delete in its entirety and substitute the following: The Owner shall not be responsible for
2 damages for loss of anticipated profits on work not performed on account of any termination
3 described in Subparagraph 14.1.1 and 14.1.2.

4
5 Para.14.2 TERMINATION BY THE OWNER FOR CAUSE

6
7 14.2.1.4 - Delete in its entirety and add: "Disregards the instructions of Architect or Owner (when
8 such instructions are based on the requirements of the Contract Documents);"

9
10 14.2.1.5 - Add new subparagraph: Is adjudged bankrupt or insolvent, or makes a general
11 assignment for the benefit of Contractor's creditors, or a trustee or a receiver is appointed for
12 Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to
13 recognize under bankruptcy or similar laws; or

14
15 14.2.1.6 - Add new subparagraph: Breaches any warranty made by the Contractor under or
16 pursuant to the Contract Documents.

17
18 14.2.1.7 - Add new subparagraph: Fails to furnish the Owner with assurances satisfactory to the
19 Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements
20 of the Contract Documents.

21
22 14.2.1.8 - Add new subparagraph: Fails after the commencement of the Work to proceed
23 continuously with the construction and completion of the work for more than 10 days except as
24 permitted under the Contract Documents.

25
26 14.2.1.9 - Add new subparagraph: Otherwise does not fully comply with the Contract Documents.

27
28 Para. 14.4 - TERMINATION BY THE OWNER FOR CONVENIENCE

29
30 14.4.1 Add the following: "The Owner may, without cause, terminate the Contract if the Owner, at
31 its sole discretion, determines that such termination is in the Owner's best interest. In the event that
32 the Owner terminates the Contract for its convenience, then the Contractor shall be entitled to
33 compensation for the work performed prior to termination, including the Contractor's cost plus
34 reasonable allowance for overhead and profit."

35
36 14.4.2 Add the following: "In the event that the Owner wrongfully terminates this Contract under the
37 provisions of Paragraph 14.2, then its termination shall be deemed a termination for convenience in
38 accordance with the terms of Paragraph 14.4.1."

39
40 ARTICLE 15 - CLAIMS AND DISPUTES

41
42
43 15.1.2 Delete "21 days" where occurs, and replace with "five (5) calendar days".

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00410 - SUPPLEMENTAL GENERAL CONDITIONS

Delete "either party" and replace with "Contractor".

Para.15.2 INITIAL DECISION

15.2.6.1 Delete in its entirety.

Para. 15.3 MEDIATION

15.3.1 Delete in its entirety.

15.3.2 Modify the first sentence to read: The parties may mutually agree to resolve their Claims by mediation, which...

Para. 15.4 ARBITRATION

Delete in its entirety and replace with the following:

All claims and disputes and other matters in question between the Contractor and the Owner arising out of or relating to the Contract Documents or a breach thereof with regard to the Architect's decision, shall be decided through suit in New Jersey Superior Court. The Contractor shall carry on all work and maintain its progress during such suit and the Owner shall continue to make payments not related to the dispute of the Contractor in accordance with Contract Documents.

Arbitration shall be available as an alternative dispute mechanism at the discretion of the Owner and upon the mutual consent of all parties. If arbitration is mutually agreed upon, the provisions of Articles 15.4.1 through 15.4.3 shall apply.

ARTICLE 16 - SUBSURFACE INFORMATION

Add the Following:

16.1 Data on subsurface conditions is not available. It is expressly understood that the Owner will not be responsible for interpretations, conclusions, or assumptions drawn by Contractor. There is no existing soil boring information. Contractor shall be responsible for the cost of all excavating, cutting and filling, removal of unacceptable soil, soil borings, compaction and the testing necessary for the performance of this work. Contractor shall assume all risks for excavation under this project.

END OF SECTION 00410

DIVISION 00 – Bidding and Contract Requirements
SECTION 00600 – Schedule of Drawings

1 SCHEDULE OF DRAWINGS

2

3 The Drawings, accompanying the Project Manual/Specifications, which form a part of the Contract, and
4 upon which all Proposals shall be based are listed as follows:

5

6 Drawing No. Title

7 TS TITLE SHEET, SITE PLAN, & GENERAL NOTES

8 BF-1 BARRIER FREE REQUIREMENTS

9 BF-2 BARRIER FREE REQUIREMENTS (cont'd.)

10 A-1 FIRST FLOOR PLAN

11 A-2 DEMOLITION PLAN & NOTES

12 A-3 ELEVATIONS & DETAILS

13 A-4 ELEVATIONS & DETAILS

14 MP-1 PLUMBING NOTES & SYMBOLS

15 MP-2 DOMESTIC HOT/COLD WATER & SANITARY SEWER PLANS & VENTING

16 E-1 ELECTRICAL NOTES & SYMBOLS, SCHEDULES & ATS WIRING

17 E-2 ELECTRICAL POWER, FIRE, & LIGHTING PLANS

18

19

20

21

22

23

24

25

26

27

END OF SECTION

CONTRACTOR ' S

NAME:

PN 22018

DIVISION 00 – Bidding and Contract Requirements
SECTION 001000 – Summary of Work

1 **SCOPE OF PROJECT**

2

3 The work required by the Contract Documents includes, but is not limited to, the furnishing of all labor,
4 materials, equipment, and services necessary to complete the construction of the new Woodbury Nova
5 Farms to be located at 642 Mantua Ave, Woodbury, NJ 08096 in accordance with Drawings and Project
6 Manual/Specifications dated May 27, 2022, prepared by Robbie Conley Architect LLC 596 Glassboro Road,
7 Woodbury Heights, NJ 08097, and such addenda as may be issued prior to the due date for bids.
8 Contractor shall be knowledgeable of all applicable codes and shall only use materials approved for such
9 use in applicable codes and standards

10

11 **TIME OF COMPLETION**

12

13 In as much as the time provisions of this Contract relating to performance and completion of the work are
14 for the purpose of enabling the Owner to proceed with occupancy in accordance with a predetermined
15 program, such provisions are the essence of this Contract.

16

17 The Contractor, at his expense, shall supply sufficient manpower, perform work on an overtime basis as
18 necessary, and pay such premiums as may be necessary to ensure the timely delivery of required
19 materials so that schedules can be met.

20

21 The work shall commence no later than July 15, 2022 and shall be substantially completed no later than
22 October 15, 2022

23

24 The date designated for Substantial Completion is based on the Contractor's receipt of Notice to proceed
25 on or before July 6, 2022, contingent upon Contractor properly and completely executing and returning
26 Owner/Contractor Agreement, and Certificates of Insurance.

27

28 Failure of Contractor to properly and completely execute and return all of the above documents by the
29 above date will not be a reason to extend the date of Substantial Completion.

30

31 For each day's delay in Contractor receiving Notice to Proceed beyond the above date, upon Contractor
32 properly and completely executing and returning the above documents, a corresponding number of
33 calendar days shall be added to the date designated for Substantial Completion, but in no event will the
34 Contractor be entitled to an increase in the Contract Sum.

35

36 It shall be the responsibility of the Contractor to coordinate his work so that the work may be completed
37 in the allotted time.

38

CONTRACTOR / S

NAME:

PN22018

001000-1

DIVISION 00 – Bidding and Contract Requirements
SECTION 001000 – Summary of Work

1 If the Contractor fails to complete fully, entirely, and in conformity with the provisions of this Contract,
2 the Project and every part and appurtenance thereof within the time stated above, or within such
3 provisions of this Contract, then the Contractor shall and hereby agrees to pay the Owner for each and
4 every calendar day that he is in default on time to complete the work, the amount of Five Thousand
5 Dollars (\$5,000.00) which said amount per day is agreed to by the parties hereto, to be liquidated
6 damages, not a penalty.

7
8 Said liquidated damages in the full amount herein stated may be assessed against the Contractor to the
9 extent he is responsible for such delay as determined by the Owner. The Owner shall recover said
10 liquidated damages by collecting the amount thereof out of any monies due or that may become due the
11 Contractor, and if said monies be insufficient to cover said damages, then the Contractor or his Surety
12 shall pay the amount due.

13
14 In addition to the amount designated as liquidated damages, the Contractor shall and hereby agrees to
15 pay the Owner, compensation for the Architect's additional services and expenses made necessary during
16 the period for which liquidated damages are assessed.

17
18 JOB MEETINGS

19
20 The Contractor or his authorized representative shall be required to attend Job Meetings. Job Meetings
21 will be held at the job site upon notice from the Architect. Attendance and minutes of the meeting will be
22 kept and copies sent to all concerned with the project. The Contractor shall provide accommodations for
23 the meetings, as required by the Project Manual/Specifications.

24
25 SAMPLES

26 In addition to those samples required by the Specifications, the Architect shall have the prerogative to
27 request samples of any items to be incorporated into the work at no additional cost to the Owner.

28
29 COORDINATION DRAWINGS

30
31 Coordination drawings shall be prepared as composite drawings, including plans and sections, drawn at a
32 scale not less than $3/8" = 1'$, for the purpose of clearly showing how the work of each trade is to be
33 installed in relation to each other.

34
35 Before the submission of shop drawings to the Architect for approval, the Contractor shall prepare all of
36 the drawings necessary, including plans and sections, at a scale $3/8" = 1'$, indicating all proposed HVAC
37 piping and ductwork for each floor and in the mechanical/electrical/boiler room. Drawings will indicate
38 locations of all HVAC air devices, such as diffusers, grilles, etc., located in ceilings, walls and floors. Air
39 devices in ceilings will be located in relationship to other ceiling devices by referring to lighting plans, fire

CONTRACTOR ' S

NAME :

PN22018

DIVISION 00 – Bidding and Contract Requirements
SECTION 001000 – Summary of Work

- 1 protection sprinkler plans, etc., and will be suitably detailed for use by the Contractor to prepare shop
2 drawings in the form of reflected ceiling plans. Piping and ductwork shall be located with dimensions.
3
4 The Contractor shall indicate the locations of all proposed lighting fixtures, conduit runs, and other elec-
5 trical equipment and associated items.
6
7 The Contractor shall indicate locations of all proposed piping, and other plumbing equipment and
8 associated items.
9
10 Any conflicts that cannot be resolved and/or any deviations from the original design shall be brought to
11 the Architect's attention by the Contractor. After the coordination drawings have been finalized, they
12 shall be signed off as approved by the Contractor, and prints of the coordination drawings shall be made
13 by the Contractor and distributed. One (1) set of prints shall be forwarded to the Architect for record
14 only.
15
16 If any work is installed prior to the completion of the coordination drawings, all necessary changes to
17 correct any conflict in that work will be made by the Contractor at his cost.
18
19 Following the completion and distribution of the coordination drawings, the Contractor shall prepare
20 shop drawings as required for submission to the Architect for approval.
21

22 **ROOF OPENING COORDINATION**

- 23
24 Within 25 calendar days after the date to the Notice to Proceed, the Structural Steel Contractor (or
25 structural steel sub-contractor in the case of an overall single contract) shall prepare a roof framing plan
26 showing all roof frames, skylight openings, and any and all required roof equipment openings.
27
28 Two (2) copies of each plan(s) shall be distributed sent by the Structural Steel Contractor (or sub-
29 contractor) directly to the HVAC, Plumbing, Electrical and General Construction Contractors requiring each
30 Contractor and/or sub-contractor to furnish all needed sizes and locations of all openings necessary for
31 that particular Contractor's work. The HVAC, Plumbing, Electrical and/or General Construction Contractor
32 shall return directly to the Structural Steel Contractor (or sub-contractor) the required information within
33 15 Calendar days of receipt of the roof framing plan.
34

35 **PROGRESS PHOTOGRAPHS**

- 36
37 The Contractor shall submit to the Architect, two (2) prints each of four (4) different views of the project
38 each month during active construction operations. Prints shall be in color and shall be 8-1/2" x 11,

CONTRACTOR ' S

NAME :

PN22018

001000-3

DIVISION 00 – Bidding and Contract Requirements
SECTION 001000 – Summary of Work

mounted on muslin backing with 1" hinged flap at left side for binding with exposed title on each print showing project name, date, and where view was taken.

SHOP DRAWINGS

The Contractor shall review, stamp with his approval, and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of any other Contractor, all shop drawings and samples required by the Contract Documents or as may be subsequently requested by the Architect as covered by Modifications. Contractor's approval stamp shall conform exactly to the form and content of the example shown herein and shall appear only on all shop drawing submissions.

No modifications and/or additions to this stamp shall be permitted.

SAMPLE:

This shop drawing or sample has been reviewed by (Name of Contractor) and approved with respect to the means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incidental thereto. (Name of Contractor) also warrants that this shop drawing or sample complies with contract

By _____

Date _____

Shop drawings and samples shall be properly identified, as the Architect may require. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents.

When submitting shop drawings or product data, the Contractor shall indicate on the transmittal, the corresponding specification section number for that submission. If the transmittal indicates multiple submissions, then each submission must be identified with its corresponding specification section number on the transmittal.

By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog

CONTRACTOR ' S

NAME :

PN22018

DIVISION 00 – Bidding and Contract Requirements
SECTION 001000 – Summary of Work

1 numbers and similar data or will do so, and the he has checked and coordinated each shop drawing
2 and sample with the requirements of the Work and of the Contract Documents.

3

4 All shop drawings, schedules, etc. shall be submitted initially in single copy to the Architect as a
5 correctable transparency suitable for reproduction (blue prints, black and white prints or any other
6 print will not be acceptable). Correction and classification (approval, modifications, or disapproval)
7 will be marked on the transparency by the Architect.

8

9 The Architect will make one (1) print of all initial and subsequent shop drawings. The transparency
10 will then be returned to the Contractor. If the transparent submission is returned "approved" or
11 "approved as noted." the Contractor shall then supply a minimum of six (6) blue-line prints for
12 distribution.

13

14 If the transparent submission is returned "approved as noted - resubmit," or "disapproved," the
15 original tracing shall be corrected and a new transparency submitted for final approval. Any
16 submissions which are not reproducible as transparencies, such as cuts, catalogue sheets, etc., shall be
17 submitted in six (6) copies to the Architect.

18

19 In addition to those shop drawings required by the Specifications, the Architect shall have the
20 prerogative to request shop drawings for any item or assembly to be incorporated into the work at no
21 additional cost to the Owner.

22

23 **§§§ SURVEYS AND LAYOUT OF THE WORK**

24

25 **§§§** All lines and levels necessary for the erection of the building shall be established, certified and
26 maintained by a licensed surveyor who shall be employed by the Contractor. The Contractor shall
27 carefully check all levels and conditions and shall call attention, in writing to any discrepancies, before
28 proceeding with the work.

29

30 **§§§** The surveyor shall lay out footings and/or foundations in strict accordance with the Drawings. He shall
31 locate all intersections and all building lines and check all elevations, levels, and lines.

32

33 **§§§** The Contractor is cautioned that no work, including temporary buildings, shall be installed so as to
34 project beyond the Owner's given property lines.

35

36 **§§§** When footings and foundations have been completed or carried to design elevation, the Contractor
37 shall furnish to the Architect, triplicate copies of certificates of survey attesting that all footings and/or
38 foundations have been accurately installed to lines and levels required in accordance with the Contract

CONTRACTOR / S

NAME:

PN22018

001000-5

DIVISION 00 – Bidding and Contract Requirements
SECTION 001000 – Summary of Work

1 Documents. The Contractor shall not proceed with further work until he has been notified, in writing,
2 that the survey has been approved.

3

4 ¶¶¶No vouchers shall be approved or monies paid for any footing and/or foundations until said survey has
5 been approved by the Architect.

6

7 CUTTING AND PATCHING

8

9 In addition to the requirements of the General Conditions of the Contract, all cutting and patching
10 required in connection with this project, except as otherwise specifically indicated in the Contract
11 Documents, shall be done by each trade requiring same under the supervision of the Contractor, using
12 mechanics of the specific trade involved who are experienced in their respective lines of work. All patch-
13 ing shall match adjacent finish.

14

15 Cutting shall be done with great care so as not to leave unsightly surfaces which may not be entirely
16 concealed by plates, escutcheons, or normal concealing construction. If such unsightly conditions occur
17 through the fault of the Contractor, he shall be required at his own expense to replace the damaged
18 surfaces.

19

20 SECURITY/PROTECTION PROVISIONS

21

22 The types of temporary security and protection provisions required include, but not by way of limitation,
23 barricades, fences, warning signs, and similar provisions intended to minimize property losses, personal
24 injuries and claims for damages at project site, in coordination with activities and in a manner to achieve
25 24-hour, 7-day-per-week effectiveness.

26

27 The Owner assumes no responsibility for security/protection provisions.

28 **END OF SECTION 01000**

CONTRACTOR ' S

NAME :

PN22018

001000-6

DIVISION 00 – Bidding and Contract Requirements
SECTION 01510 –Facilities and Controls

1 TEMPORARY ENCLOSURES

2

3 All temporary work shall be designed and installed so that the work can be conveniently erected
4 without building-in any of the temporary work. Temporary work shall be changed, rebuilt, and
5 adjusted as needed to suit the conditions of the work and the work of subcontractors. Such
6 temporary work shall be removed from the project by the Contractor on or before completion of the
7 work and when no longer required.

8

9 The Contractor shall provide and hang temporary doors and shall construct temporary enclosures
10 so that the entire project may be secured from the exterior by locks and keys as soon as possible.
11 He shall keep and maintain such temporary doors and temporary enclosures in good order and
12 repair. He shall provide keys for the use of the Owner's representatives. These requirements shall
13 include all other door openings to streets, roof, driveways, and other places until they are secured
14 with permanent construction.

15

16 Roof openings shall be temporarily and adequately covered, made, and kept watertight by the
17 Contractor until permanent construction at such openings has been installed.

18

19 Whenever weather conditions require or whenever directed, the Contractor shall provide tarpaulin
20 curtains, coverings, wind breaks, and other protection to exposed masonry during the construction
21 of exterior walls.

22

23 TEMPORARY TOILET FACILITIES

24

25 The Contractor shall provide and maintain temporary toilet facilities for the duration of the project for
26 the use of all persons engaged in the work. Facilities shall be weather tight, have proper
27 ventilation, and be approved by the Department of Health. Locate in an approved location and kept
28 in constant sanitary condition.

29

30 Toilet facilities in the existing building may not be used only.

31

32 TEMPORARY WATER

33

34 Water from the Owner's existing water system shall be used for temporary water and the Owner
35 shall pay water service use charges. The Contractor shall provide the means of distributing
36 temporary water during the construction period, until permanent service is in use.

37

38 TEMPORARY LIGHT AND POWER

39

40 Electric power from the Owner's existing system shall be used for temporary electric service and
41 the Owner shall pay for all electric power service use charges. The Contractor shall provide the
42 means of distributing temporary power and lighting in accordance with the service and grounding

CONTRACTOR ' S

NAME :

PN 22018

01510-1

DIVISION 00 – Bidding and Contract Requirements
SECTION 01510 –Facilities and Controls

1 requirements of the National Electric Code, during the construction period, until permanent service
2 is in use. Temporary lighting shall consist of not less than one 200-watt incandescent lamp per
3 1,000 square feet of floor area, uniformly distributed, for general construction lighting, or illumination
4 of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp at
5 every 50 feet. In stairways and at ladder runs, provide one lamp per story, located to illuminate
6 each landing and flight.

7

8 PUMPING AND DRAINAGE

9

10 Water shall be drained not only from the general excavations, but also from all pits and trenches, so
11 that there will be no accumulation of water.

12

13 Pumping shall be done in a manner to avoid endangering footings, planting, and sur-
14 rounding property.

15

16 TEMPORARY FACILITIES EQUIPMENT

17

18 Use only equipment meeting the approval of local authorities, utility companies, OSHA, and the
19 Architect.

20

21 TEMPORARY STAIRS, LADDERS, RAMPS

22

23 The Contractor shall furnish, erect, and maintain equipment such as temporary stairs, ladders,
24 ramps, scaffold, runways, chutes and the like, as required for the proper execution of work.

25

26 All apparatus, equipment, and construction used for temporary stairs, ladders, and ramps shall be
27 in strict compliance with the local laws and ordinances, and as required by the Department of Labor
28 & Industry and OSHA.

29

30 The Contractor shall provide and maintain a pay telephone. The telephone service shall be
31 available until the full completion of the work and shall be paid for by the persons making such
32 calls.

33

34 Subcontractors may maintain such offices and/or storage facilities on the site, as may be
35 necessary, in the proper conduct of the work. These shall be located so as to cause no interfer-
36 ence to any work to be performed on the site. The Architect shall be consulted with regard to
37 location.

38

39 Upon completion of the work, or as directed by the Architect, the Contractor shall remove from the
40 site, all such temporary structures and facilities placed thereon by him, and shall leave the premises
41 in the condition required by the Contract.

42

CONTRACTOR ' S

NAME :

PN 22018

DIVISION 00 – Bidding and Contract Requirements
SECTION 01510 –Facilities and Controls

1 AID TO THE INJURED

2

3 The Contractor shall keep ready, in the field office, a full complement of first aid equipment for the
4 use of any person whosoever may be injured on the project. He shall post the names and
5 telephone numbers of hospital, ambulance service, physicians, and police for ready reference.

6

7 PROJECT SIGN

8

9 The Contractor shall furnish, erect, and maintain a painted sign, 4' x 8', giving project title,
10 Architect's, Engineer's, and Contractor's names and addresses. Sign layout and design shall be
11 provided by the Architect. Sign to be located where directed by the Architect.

12

13 Subject to prior approval of the Architect as to size, design, type, and location, and to local
14 regulations, the Contractor may erect temporary signs for purposes of identification and controlling
15 traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by the
16 safety regulations or as necessary to safeguard life and property.

17

18 PROTECTION OF EXISTING PREMISES

19

20 The Contractor shall provide the necessary fences, barricades, guards, or other such protection, as
21 may be required, to protect the existing building(s), new construction, walks, trees, etc. against
22 damage of any kind.

23

24 The Contractor shall comply with recognized standards and code requirements for erection of
25 substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint
26 with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of
27 the hazard being protected against. Provide lighting where appropriate and needed for recognition
28 of the facility, including flashing red lights where appropriate.

29

30 Existing (concealed or exposed) soil lines, drains, water and gas pipes, electrical conduits and
31 wires, or similar utilities of every description, which are damaged or disturbed due the performance
32 of the work of this Contract, shall be repaired or replaced to their original condition, all at the
33 Contractor's expense.

34

35 The Contractor shall remove such temporary protection when no longer required.

36

37

38 END OF SECTION 01510

39

40

CONTRACTOR ' S

NAME:

PN 22018

01510-3

DIVISION 00 – Bidding and Contract Requirements
SECTION 01710 –Project Closeout

1 **GUARANTEE/WARRANTY**

2

3 The Contractor shall guarantee the entire work against faulty materials, equipment, and workmanship for
4 a period of not less than one (1) full year after acceptance by the Owner of the entire work.

5

6 Upon completion of all work under this Contract, the Contractor shall deliver to the Architect his written
7 guarantee, made out to the Owner, in form satisfactory to the Architect, guaranteeing (and he does so
8 guarantee) all of the work under the Contract to be free from faulty materials and workmanship in every
9 particular, and against injury from proper and usual wear, and agreeing (and he does hereby agree) to
10 replace or re-execute, without cost to the Owner, such work as may be found to be improper or imperfect
11 and to make good all damage caused to either work or materials due to such required replacement or re-
12 execution. The guarantee shall be made to cover (and does cover) a period of one (1) year from date of
13 acceptance by the Owner of all work under the Contract, or for longer period where so stipulated under
14 the various sections of the Specifications. Neither the Final Certificate for Payment nor any provision in
15 the Contract shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship
16 during the period covered by the guarantee.

17

18 In case of work performed by subcontractors and where guarantees are required, the Contractor shall
19 secure warranties from said subcontractors, addressed to and in favor of the Owner and deliver copies of
20 same to Architect upon completion of work. Delivery of said guarantees shall not relieve Contractor from
21 any obligation assumed under any provisions of the Contract.

22

23 Should any defects develop in aforesaid work within the specified periods due to faults in materials
24 and/or workmanship, the Contractor shall make repairs and do necessary work to correct defective work
25 as directed. He shall execute such repairs and corrective work, including costs of making good other work
26 damaged by or otherwise affected by making of repairs or corrective work, without extra cost to the
27 Owner, at entire cost to the Contractor, within five (5) days after written notice to the Contractor by the
28 Owner.

29

30 In case the Contractor fails to do work so ordered, the Owner may have work done and charge cost
31 thereof against monies retained as provided for in the Agreement. If said retained monies are insufficient
32 to pay such cost, or if no money is available, Contractor and his Sureties agree to pay Owner cost of such
33 work.

34

35 Nothing herein intends or implies that the guarantee will apply to work which has been abused or
36 neglected by the Owner or his successor in interest.

37

38

39

CONTRACTOR ' S

NAME:

PN 22018

DIVISION 00 – Bidding and Contract Requirements
SECTION 01710 –Project Closeout

1 REMOVAL OF DEBRIS

2

3 In addition to the requirements of the General Conditions of the Contract, the following requirements
4 shall apply:

5

6 Rubbish shall be lowered by way of chutes, taken down on hoists, or lowered in receptacles. Under no
7 circumstances shall any rubbish or waste be dropped or thrown from one level to another inside or
8 outside the building.

9

10 All trash is to be disposed of in a legal manner. No burning will be permitted.

11

12 If the Contractor elects to utilize a dumpster for the removal and storage of trash and debris, the location
13 of such dumpster shall be approved by the Owner. All dumpsters shall be maintained as to not allow any
14 spillage of materials. It shall be the Contractor's responsibility to secure the dumpster from vandalism
15 and weather, and shall be responsible for all permits.

16

17 RECORD ("AS BUILT") DRAWINGS

18

19 During the progress of the work, the Contractor shall keep an accurate record of all deviations, changes
20 and corrections from the layouts shown on the drawings, entered daily on a set of prints of the drawings
21 which are kept at the job site.

22

23 At the completion of the work, and prior to final payment, the Contractor shall transfer all deviations,
24 changes and corrections to a set of transparencies, mark all transparencies with the words "AS BUILT"
25 above the title block and the date, and submit all transparencies, whether altered or not, to the Owner,
26 along with the Contractor's certification as to the accuracy of the information.

27 The Contractor's certification shall consist of a letter stating that to the best of the Contractor's
28 knowledge, the "as-built" information furnished by the Contractor, represents all deviations, changes and
29 corrections, including final locations of all underground service lines.

30

31 The final location of all underground service lines shall be clearly shown and located by dimension as to
32 depth from finished grades and by offset dimension in feet and inches to permanent surface
33 improvements such as buildings, walls, etc.

34

35 Transparencies of Architect's drawings shall be obtained from the Architect and paid for by the
36 Contractor.

37

38

39

CONTRACTOR ' S

NAME :

PN 22018

DIVISION 00 – Bidding and Contract Requirements
SECTION 01710 –Project Closeout

1 OPERATION AND MAINTENANCE DATA

2

3 At time of Substantial Completion, the Contractor shall submit to the Architect all operating instructions,
4 equipment, manuals, keys, keying schedule, guarantees, bonds, etc. required by these Specifications.

5

6 Furnish all manufacturers' literature relating to equipment and materials. Provide cuts, wiring diagrams,
7 instruction sheets, and all other information pertaining to same that would be useful to the Owner in
8 operation and maintenance of equipment and materials.

9 The Contractor, his subcontractors, or their representatives are to instruct the Owner's operating
10 personnel in the proper use, care, and emergency repair of all mechanical systems or equipment at the
11 time of completion and before final acceptance of the work by the Owner. The Contractor shall call
12 particular attention to safety measures which should be followed during operation.

13

14 PARTIAL OCCUPANCY

15

16 The Owner, at his election, may from time to time, occupy any portion of the project as the work in
17 connection therewith is completed to such a degree as will, in the opinion of the Owner, permit the use of
18 that portion of the project for the purpose for which it was intended. Prior to any such occupancy, the
19 Owner will give notice to the Contractor thereof, and such occupancy will be on the following terms:

20

21 The Contractor shall be relieved of all maintenance costs on that portion of the project so
22 occupied, provided the Contractor shall assume full responsibility for loss or damage traceable to
23 his negligence in the performance of the Contract.

24

25 The Contractor shall not be required to furnish heat, light, or power used in the occupied portions
26 of the project without remuneration therefore.

27

28 FINAL PAYMENT

29

30 Before final payment can be approved, the following items must be properly executed and submitted to
31 the Architect by the Contractor:

32

33 Letter indicating that all punch list items have been completed. (Final determination of
34 completeness will be made by Architect.)

35

36 Record (as built) drawings, noted as "As Built Drawings", dated, signed, and certified by
37 Contractor.

38

39 Operation and maintenance manuals.

CONTRACTOR ' S

NAME:

PN 22018

DIVISION 00 – Bidding and Contract Requirements
SECTION 01710 –Project Closeout

1
2 **Submit G706, Contractor's Affidavit of Payment Debts and Claims, and G706A Contractor's**
3 **Affidavit of Release of Liens.**

4
5 **Special or extended warranties, if applicable.**

6
7 **Letter certifying to best of the Contractor's belief and knowledge, that no materials installed in**
8 **this project contain asbestos or other known toxic or hazardous materials.**

9
10 **Copies of all permit inspections, reports, Certificates of Occupancy and other required inspections**
11 **which were issued and/or obtained during the work.**

12
13 **Letter certifying that all specified maintenance stock has been turned over to the Owner. Letter**
14 **must indicate which items the Owner received.**

15
16 **END OF SECTION 01710**

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CONTRACTOR ' S

NAME :

PN 22018